



**THOMAS EDISON
STATE UNIVERSITY**
www.tesu.edu

PO Number: P0019034

Issue Date: 11/25/20

Requisition Number: 0016886

Thomas Edison State University
Office of The Treasurer-Purchasing
111 West State Street
Trenton, New Jersey 08608

Vendor:

Hb Communications Inc
60 Dodge Ave
North Haven CT 06473

Ship To:


Thomas Edison State University
111 West State Street
Trenton NJ 08608

General Ledger Account Number

18-0-1311055-57603

Vendor Payment Terms

Net 30 days

Description	Quantity	Unit Cost	Total Cost
40% of Project Total Due Upon Proposal Acceptance	1.000	90,532.2600	90,532.26
40% of Project Total Due Upon Equipment Receipt	1.000	90,532.2600	90,532.26
20% of Project Total Due Upon Project Installation and Testing Completion Project # P-307866 / Quote #007825 v1 Contract 21-071C signed by S Albano Bid Waiver #9 - 10/2020	1.000	45,266.1300	45,266.13
Authorized By: 	Date: 11/25/20	Total PO Amount: 226,330.65	

This transaction is authorized by the Vice President of Administration and Finance, or his designee, in accordance with the provisions established by the State Colleges Contract Law 64, Title 18A of the New Jersey Statutes, and Thomas Edison State University's Purchasing and Contracting Policy. The Vice President of Administration and Finance, or his designee's signature guarantees all provisions governing the authorization of this transaction have been complied with. Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from sales and uses taxes, pursuant to Section 9 (a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et. seq.). An exempt organization certificate (ST-5) or number is not required for Thomas Edison State University to make tax exempt purchases. Official letterhead or an official purchase order from the University, signed by a qualified officer, is sufficient proof that Thomas Edison State University is exempt from paying sales tax.

THOMAS EDISON STATE UNIVERSITY STANDARD TERMS AND CONDITIONS (REV 1.19.2016)

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchase made on behalf of Thomas Edison State University.
- II. Contract is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University the University's standard terms and conditions will govern.
- IV. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part in summary or by reference unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University all University purchasing policies including the standard terms and conditions apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

- I. **CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State department of State State House Trenton New Jersey. Refer to NJSA 14A:13-3.
- II. **BUSINESS REGISTRATION** – All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.
- III. **ANTI DISCRIMINATION** – All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NJSA 10:2-1 through 10:2-4 NJSA 10:5-1 et seq. and NJSA 10:5-31 through 10:5-38 and all rules and regulations issued thereunder.
- IV. **PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act PL 1963 Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- V. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of NJSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.
- VI. **COMPLIANCE WITH LAWS** – All Contractors of the University shall comply with all local state and federal laws rules and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.
- VII. **COMPLIANCE WITH NEW JERSEY STATE LAW** – All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey and venue in Mercer County Trenton New Jersey. New Jersey law shall apply to all issues regardless of any principles of conflict of law policies statutes or case law. All agreements shall be subject to the New Jersey Contractual Liability Act NJSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act NJSA 59:1-1 et seq.
- VIII. **POLITICAL DISCLOSURE BY CONTRACTOR** – If the contract is in excess of \$17,500 the Contractor must complete and return Pay to Play certification and disclosure forms which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NJSA 19:44A-20.13 et seq.
- IX. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires that all contractors subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in NJSA 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

- I. **COPYRIGHT LIABILITY** – The Contractor shall hold and save Thomas Edison State University the State of New Jersey their respective officers agents servants and employees harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition secret process patented

or unpatented invention article or appliance furnished or used in the performance of any contract or agreement.

- II. **INDEMNIFICATION** - The Contractor shall assume all risk of and responsibility for and agrees to indemnify defend and save harmless Thomas Edison State University the State of New Jersey and respective employees trustees officers volunteers and agents from and against any and all claims demands suits actions recoveries judgments costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life property or injury or damage to the person body or property of any person or persons whatsoever which shall arise from or result directly or indirectly from the work materials and/or services supplied under any contract or agreement. This indemnification obligation is not limited by but is in addition to the insurance obligations contained in contracts or agreements.
- III. **INSURANCE** - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:
 - a. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
 - b. Comprehensive General Automobile Liability insurance covering owned non-owned and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
 - c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with Limits of not less than \$1,000,000.00.
 - d. Upon request the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

- I. **CONTRACT PERIOD AND EXTENSION OPTION** – If in the opinion of the Treasurer it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year the Contractor will be so notified of the Treasurer'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 Treasurer's request to extend the contract. If the Contractor agrees to the extension all terms and conditions of the original contract including price will be applicable.

II. CONTRACT TERMINATION –

- a. Change of Circumstances – Notwithstanding any provision or language in any contract to the contrary where the needs of the University significantly change or the contract is otherwise deemed no longer to be in the University's interest the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances the Contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract up to the date of termination.
- b. For Cause – Where the Contractor fails to perform or comply with a contract the University may terminate the contract upon 10 days notice to the Contractor with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery poor performance of service short-shipping etc. the University may terminate the contract upon 10 days' notice to the Contractor. In the event of contract termination due to Cause the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price the University may deduct the difference in price from any monies due the terminated Contractor of if no monies are due the terminated Contractor the difference in price shall be an obligation owed the University by the terminated Contractor.

III. PERFORMANCE GUARANTEE – 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 University that is 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 Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge regardless of geographic location.

- d. During the warranty period the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

IV. DELIVERY GUARANTEE –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications the University may obtain the materials or services for any other available source the difference in price if any to be paid by the Contractor failing to meet his commitments.
- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review or material received indicated that material other than that covered by the contract has been ordered and delivered the Treasurer or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.
- e. Contractors shall acquaint themselves with conditions to be found at the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.
- f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days Monday through Friday.
- g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.
- V. **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be sub-contracted or assigned by the Contractor in whole or in part without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent if granted shall not relieve the Contractor of any responsibilities under the contract.
- VI. **UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES** – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.
- VII. **MAINTENANCE OF RECORDS** – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

4. TERMS RELATING TO PRICE

- I. **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period the University shall receive the full benefit of such price reduction on any undelivered goods or services and on any subsequent order placed during the contract period.
- II. **DELIVERY COSTS** – Unless noted otherwise in the specification all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments the Contractors shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover spotting but does include delivery on the receiving platform of the ordering agency at any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at a Contractor's convenience when a single shipment is ordered.
- III. **TAX CHARGES** - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.
- IV. **PAYMENT TO CONTRACTORS** – Upon receipt and acceptance of goods or services payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor.

5. **CONFIDENTIAL INFORMATION** - The Contractor will not either directly or indirectly use or disclose any confidential or proprietary information including without limitation employee and student data financial data and information technology of the University for any purpose other than the performance of the specific contract services unless the Contractor has obtained prior written consent of the University to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.

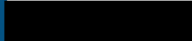


Powering ideas.

A PROPOSAL FOR

Thomas Edison State University

Jaclyn Morlock-Miller



Broadcast Production Studio

November 24, 2020

Submitted by:
HB Communications, Inc.
www.hbcommunications.com

800.243.4414





November 24, 2020

Thomas Edison State University

111 W State St
Trenton, New Jersey 08608

Dear [REDACTED],

Thank you for inviting HB Communications, Inc. to submit a proposal for the furnishing and installation of the Broadcast Production Studio for TESU. Our proposal is based on our site visit on November 2nd, 2020.

As you may know, HB is the leading systems integrator in the Northeast. We maintain our position in the market by following the technology revolution and ensuring that our sales and technical teams stay current to provide our customers with the best products and services.

Please consider the benefits of working with HB - a company that has been in the industry for 70 years. Our experience, attention to detail and commitment to consistently deliver quality service has set us apart all these years. HB was here yesterday, is here today and will be here for you in the future for all your communication needs.

We look forward to meeting with your project team to share our experience, philosophy and further discuss and demonstrate our abilities to complete your project.

Regards,

A handwritten signature in black ink, appearing to read 'Nick Miller'.

Nick Miller

HB Communications, Inc.
800.243.4414

HB Communications, Inc. is an Affirmative Action/Equal Opportunity Employer

Corporate Office

60 Dodge Avenue
North Haven, CT 06473
203.234.9246

Boston Office

1432 Main Street
Waltham, MA 02451
781.890.6046

New York Office

600 Corporate Court
South Plainfield, NJ 07080
908.654.3600

HB Communications UK, LTD

Portland House, Bressenden Pl
Office 219D, London,
Greater London SW1E 5RS, UK
+44 (0) 20 3102 6896

Sales & Information

800.243.4414

Customer Service

800.852.8441



Price Breakdown by Room and Type

Room	Equipment	Engineering	Drafting & Doc	Control Programming	Rack Assembly Fabrication Shop QC	Project Management	Installation Site QC	Union Installation	G&A	Freight	Tax	Total
Production Studio	\$196,163.74	\$5,400.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$15,450.00	\$0.00	\$1,000.00	\$1,666.91	\$0.00	\$226,330.65
	\$196,163.7	\$5,400.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$15,450.00	\$0.00	\$1,000.00	\$1,666.91	\$0.00	\$226,330.6



Statement of Work

Summary

TESU seeks to build a Broadcast Production Studio for interviews, podcasts and more. HB will provide the following services and hardware, outlined below:

- HB will install a Broadcast Control Room Desk where the Production controller, audio mixer, OFE PC, lighting controller and multi-viewer monitors will reside. This desk will reside behind the 12' wall connecting the two columns in the room. The desk will be appx. 88" wide and will have three articulating arm mounts for qty. 3 - 32" 4k Displays. There will also be a built in 12 RU equipment rack providing rack mounted equipment storage and cable management.
- HB will provide qty. 3 4K Panasonic Professional camcorders with Miller Tripods as well as a straight Dolly track system for smooth panning, etc. Each tripod will also have a rolling base in case the client wants to roll the camera around the space outside of the straight dolly track. HB will also provide a mobile cart with a 49" LG display for the shoot space to be used as a confidence monitor as well as a reference monitor for lighting setup.
- HB will install a Newtek TC-1 system with Broadcast controller to reside on the Broadcast Control room desk. This system will be the backbone of the Broadcast Studio and will provide audio / video I/O, graphics package, 30 pre-built virtual sets and internal hard drives for iso-recording capability.
- HB will provide 6 channels of Shure SLX wireless microphones for on-screen talent as well as qty. 4 Shure wired SM7B professional Broadcast microphones for podcasts, interviews, etc. These microphones will be mixed via a Behringer audio console which will reside on the Broadcast desk. In addition, qty. 5 Eartec wireless headsets will be provided for communication between director and camera operators.
- HB will install qty. 2 prompter people 15" teleprompters for on-air talent. These teleprompters will be installed on 2 miller tripods along with the corresponding Panasonic 4K camcorders.
- HB will install an LED Broadcast lighting system consisting of qty. 12 Kine flo lights which will be mounted on a rigging bar spanning the distance of the entire green screen, this will provide even lighting coverage of the green screen area. Additional lighting floor stands will also be provided in the event of a specific shoot orientation where lighting may be needed in other places. The lighting controller will reside on the Broadcast desk. *TESU must provide an additional electrical circuit in the room in order to provide adequate power for the lighting and broadcast system power draw prior to HB installation.*
- HB's Set Design Team will install two green screens at a 90* angle with one wall being appx. 20' and the other appx. 12' providing a rectangular shoot space pictured in the rendering below - the floor will also be covered in green screen material with a Masonite base below the green screen floor to provide a smooth, stable flooring. In addition, the concave wall opposite the windows and the wall with the emergency exit will be covered by a removeable heavy curtain for sound absorption as well as blacking out light from the windows. The client will also paint the ceiling black as well as provide additional electrical circuits in order to support the lighting and broadcast systems. No walls or curtains will be permanently installed to adhere to TESU's building regulations.

System Description

Production Studio

Functionality Description

Source Devices

- Qty. 3 Panasonic 4K Camcorders. Each camera will come equipped with a Miller professional tripod, removeable tripod caster base, as well as a straight dolly track to

promote smooth camera movement.

Displays

- Qty. 3 LG 32" 4K Commercial monitors for multi-viewer, graphics, etc.
- LG 49" 4K Commercial display - to be mounted on a rolling cart and to reside in the shoot space to be used as a confidence monitor as well as for lighting setup.

Audio

- Shure SLX wireless microphone system for on-air talent. 6 channels will be provided - qty. 2 handheld microphones and qty. 4 lavalier microphones.
- Behringer digital audio console for microphone / audio mixing.
 - Qty. 4 Shure SM7B Broadcast microphones will be provided for podcasts, etc. HB will include qty. 4 Broadcast mic stands for these mics that can attach to a table, desk, etc.
 - AKG 12 channel headphone amplifier
 - Qty. 6 Sennheiser professional headphones for the Broadcast system operator and Podcast talent.
 - Stereo JBL monitor speakers will reside on two arms built in to the broadcast desk.
 - Qty. 5 Eartec wireless battery powered headsets for communication between director and camera operators.



Controls

- The Broadcast system will be controlled via the Newtek small button controller which will provide the ability to switch cameras, transition between shots, apply graphics, etc.

Teleprompters

- Qty. 2 Prompter People 15" Teleprompters to reside on Miller professional tripods.

Furniture

- HB will provide a professional Broadcast desk to house a built in 12 RU equipment rack, Newtek TC-1 and controller, Behringer audio console, JBL monitor speakers, and qty. 3 4k displays for multi-viewer, graphics, etc. *Adequate electrical circuits must be provided by others. Desk / studio picture (right) is for reference of the desk model only, this is not a representation of what the studio control room will look like.*

Set Lighting

- HB will provide a rigging bar connected to each end of the green screens, creating a triangle. HB will then mount Broadcast LED lights in order to properly and evenly light the green screens. Qty. 3 additional lighting stands will be provided for use in the shoot space - the client can use any of the Kino flo lights on these stands depending on the orientation of the shoot. *Adequate electrical circuits must be provided by others.*

Equipment Location

- The Broadcast desk will be installed behind the proposed 12' wall.

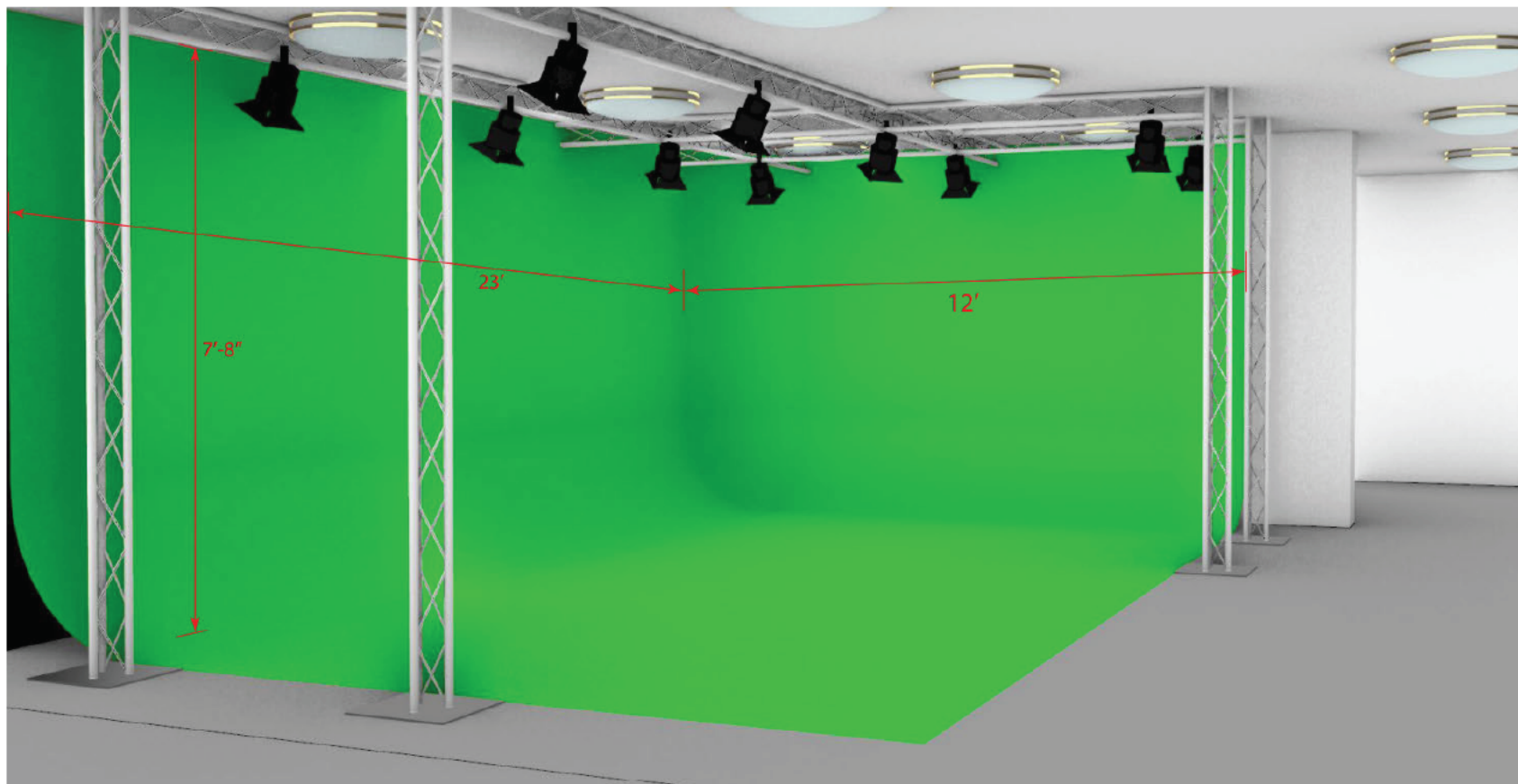


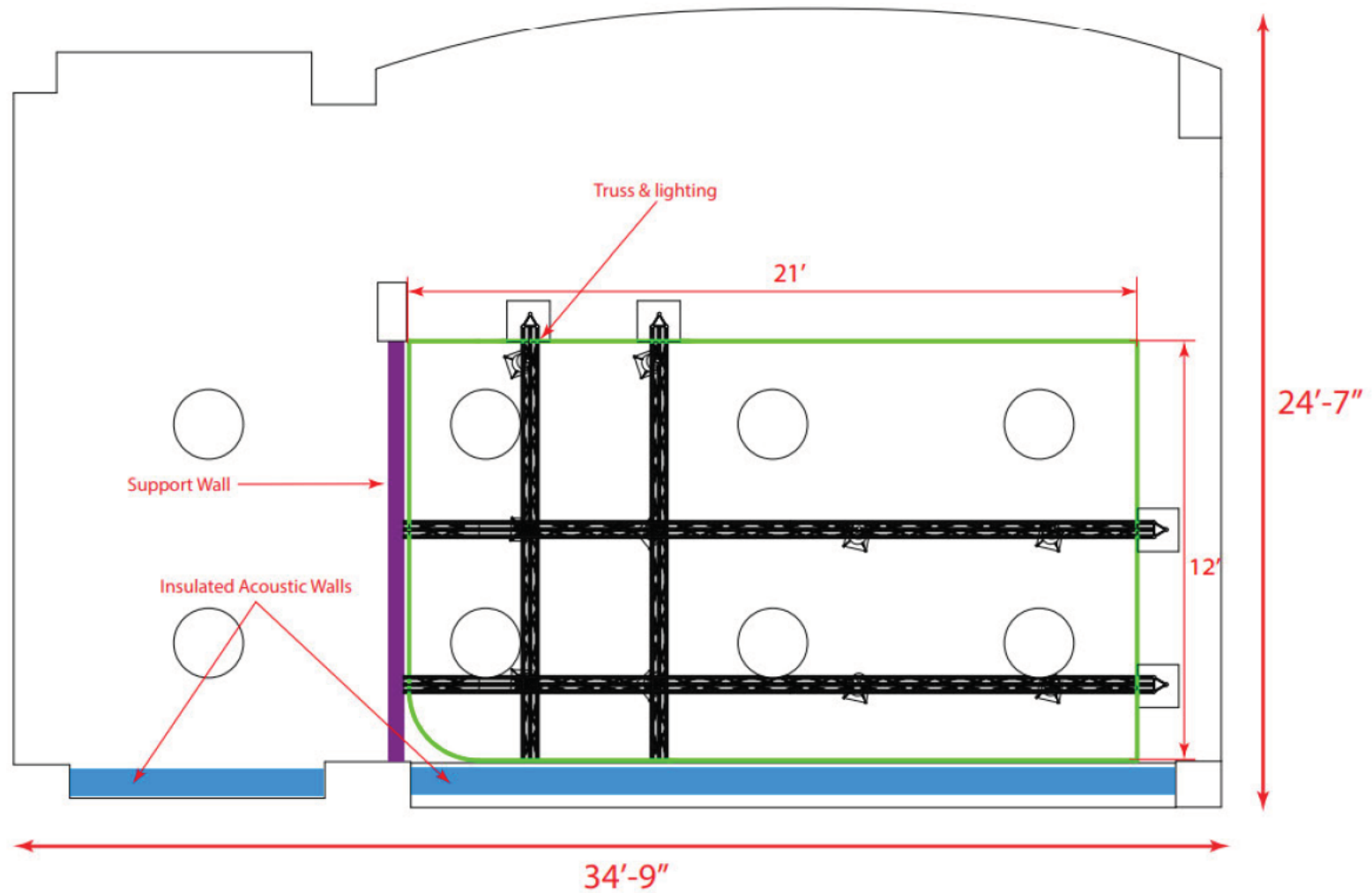
- The Broadcast desk will house the multi-viewer display, Behringer audio mixer, stereo monitor speakers, wireless mic receivers, and all Newtek equipment.
- LED lighting for the green screens will be mounted to rigging bars across the length of the two green screens. Stands will also be provided.

Project Assumptions:

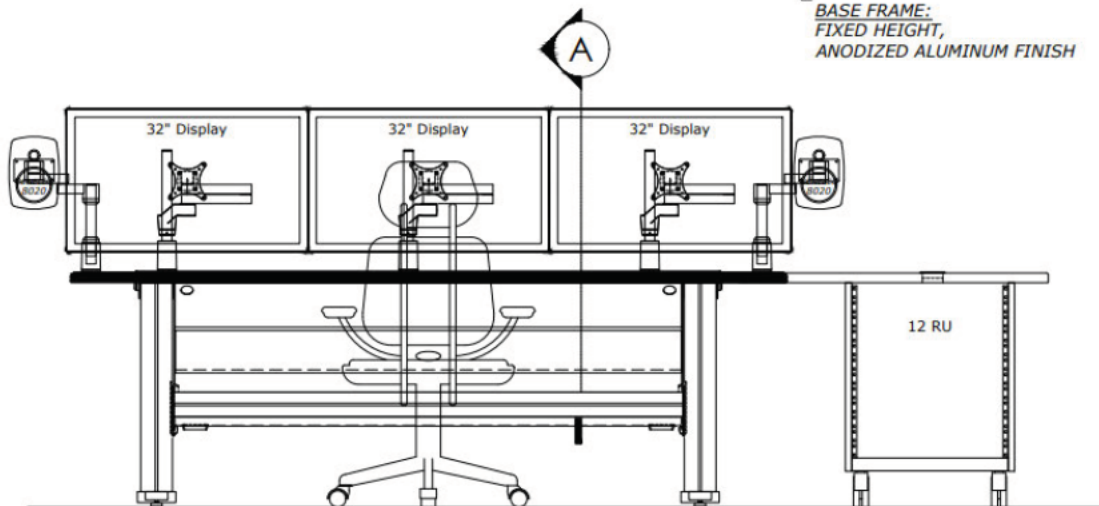
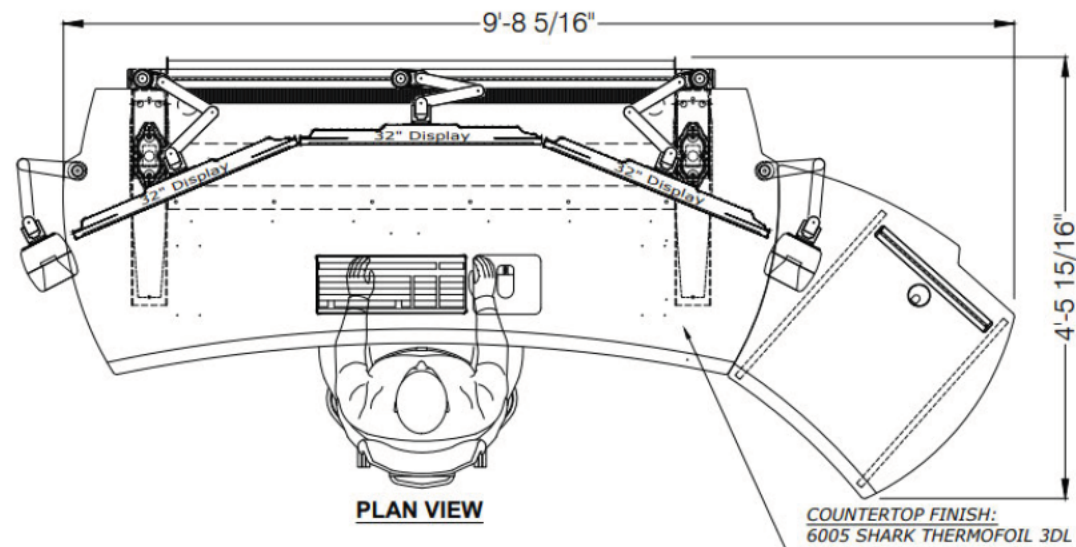
- The proposed quotation includes Prevailing Wage labor rates but does not include Union Labor. Should it be determined that Union Labor is required, the customer is responsible for communicating this to HB. As result, HB will need to issue a Change Order or Revised Proposal to account for the required Union Labor costs.
- Customer will be solely responsible for providing all appropriate power and data connections at required locations, as specified by HB.
- All labor is considered to be regular time. If overtime is deemed necessary, HB will submit a change order for any and all additional labor and materials needed after HB's regular hours. HB will provide the functionality listed within the Project Specific Scope, and that functionality only. Customer shall not assume that any implied functionality of certain products or systems shall also be included unless explicitly stated.

Studio Green Screen and Lighting Rendering





Broadcast Desk Rendering and Elevations



Production Studio

Item #	Qty	Manufacturer	Description	Price	Ext. Price
1		HB	Freight		\$1,666.91
2		HB	Cables & Connectors		\$4,167.29
3	2	Prompter People	15" reversing monitor HDMI, VGA, Comp inputs	\$1,258.80	\$2,517.60
4	3	LG Commercial	32" LG MONITOR, TRUE 4K 3840X2160, VA, TAA, HDMI DP, TILT HEIGHT, FREESYNC OSC, SPK, VESA100	\$436.80	\$1,310.40
5	1	LG Commercial	HDMI (3), USB , HDMI/HDCP Input, RS-232C, RJ45	\$840.00	\$840.00
6	1	Chief	3' - 4' MOBILE CART 15 - 45 DEGREE TILT	\$521.21	\$521.21
7	1	Cisco	Cisco 10-Port Gigabit PoE Managed Switch - 10 Ports - Manageable - 3 Layer Supported - Modular - Optical Fiber, Twisted Pair - Desktop - Lifetime Limited Warranty MANAGED SWITCH	\$366.04	\$366.04
8	1	Juice Goose	19" rackmount PDU with 11 outlets, including one on the front. 15 A capacity. Outlets rotated for wall warts. Includes 15 foot power cord. Spike and AC noise suppression.	\$104.40	\$104.40
9	1	APC	APC Smart-UPS 1500VA LCD RM 2U 120V with SmartConnect	\$786.00	\$786.00
10	1	TBC	SmartTrac Broadcast Desk	\$7,947.56	\$7,947.56
11	3	Panasonic Professional	4K Camcorder with Variable Frame Rate and 32x Intelligent Zoom	\$4,008.64	\$12,025.92
12	1	E-Image	Portable Camera Dolly with Tracks	\$718.80	\$718.80
13	1	Miller Camera Support	DS20 (184) Solo 75 2-St Alloy Tripod (1630) Pan Handle (681) Soft case (3516)	\$1,291.68	\$1,291.68
14	2	Miller Camera Support	CX6 (1092) Solo 75 2-St Alloy Tripod (1630) Pan Handle (679) Strap (1520) Soft case (3514)	\$1,867.32	\$3,734.64
15	3	Miller Camera Support	Dolly to suit all Solo Tripods	\$433.68	\$1,301.04
16	1	NewTek	TriCaster Bundle with Small Controller	\$17,495.62	\$17,495.62
17	1	NewTek	ProTek for TriCaster (initial 2 year coverage)	\$1,927.80	\$1,927.80
18	1	NewTek	ProTek for TriCaster TC1SP (initial 2 year coverage)	\$919.80	\$919.80

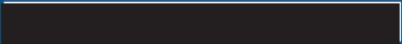
Production Studio

Item #	Qty	Manufacturer	Description	Price	Ext. Price
19	3	NewTek	HDMI To NDI Encoder	\$383.04	\$1,149.12
20	3	NewTek	Spark Plus I/O 4K Converter Dealer Demo	\$805.50	\$2,416.50
21	1	Behringer	Behringer 16 Midas Pre 8 Out 17 motorized faders	\$1,007.99	\$1,007.99
22	4	Shure	Includes SLX1 and WL185 Microflex Cardioid Lavalier Microphone	\$559.20	\$2,236.80
23	1	Shure	Dual Wireless Vocal System with SM58	\$1,164.00	\$1,164.00
24	4	Shure Inc	Cardioid Dynamic Studio Vocal Microphone, includes standard and close-talk windscreens	\$393.30	\$1,573.20
25	4	Gator	Frameworks Desktop Podcast / Broadcast Mic Boom Stand	\$68.20	\$272.80
26	1	AKG	12-Channel Headphone Amplifier with USB	\$143.94	\$143.94
27	6	Sennheiser	Closed, around-the-ear collapsible professional monitoring headphones, black , Warranty 2 Years	\$85.06	\$510.36
28	2	JBL	S/M, 305PMKII Studio Monitor Speakers	\$137.68	\$275.36
29	1	Middle Atlantic	18 Space 24" Deep Equipment Rack	\$477.25	\$477.25
30	3	Impact	folding wheeled lighting stands	\$195.80	\$587.40
31	4	Kino Flo	STUDIO LIGHT-DMX CTL	\$2,396.40	\$9,585.60
32	4	Kino Flo	STUDIO LIGHT-DMX CTL	\$2,646.00	\$10,584.00
33	4	Kino Flo	STUDIO LIGHT-DMX CTL	\$2,134.80	\$8,539.20
34	1	ETC	ColorSource 20 Lighting Control Console w/ (20)-Faders, (80)-Control Channels & Power Supply	\$1,601.04	\$1,601.04
35	1	Crestron	1:4 HDMI Distribution Amplifier w/4K60 4:4:4 & HDR Support	\$330.00	\$330.00
36	1	Eartec	Eartec UL5S UltraLITE 5 Person System w/ 5 Single Headsets Batteries Charger & Case - Li-Ion Batteries	\$905.64	\$905.64
37	1	Black Magic Design	Micro Converter SDI to HDMI wPSU	\$56.64	\$56.64
38	2	HB Generic	HDMI M-M cable 1.4 cat 2	\$51.55	\$103.10
39	1	Creative Dimensions	South Wall Insulated wall build out (1 @ approximately 21' long and 1 @ approximately 7' long) West Wall Laminated Hard Panel Room Divider (approximately 19' long) North Wall Frame and Fabric Freestanding Wall with Black Pillowcase Fabric (approximately 2	\$94,668.00	\$94,668.00



Production Studio

Item #	Qty	Manufacturer	Description	Price	Ext. Price
40		HB	Drafting		\$1,700.00
41		HB	Program Project Management		\$4,950.00
42		HB	Broadcast Engineer		\$5,400.00
43		HB	Broadcast Commissioning		\$3,900.00
44		HB	Broadcast Installation		\$11,550.00
45		HB	G&A		\$1,000.00
				Room Subtotal:	\$226,330.65



Standard Terms and Conditions

Millwork

All millwork shall be supplied by the Customer, unless specifically identified on the accompanying equipment list. It is the responsibility of the Customer and/or its agents to fabricate the millwork pieces to conform to all dimensional, electrical and thermal requirements.

Data, Telecom and VoIP Wiring and Networks

All client network, Ethernet, analog telephone, and other infrastructure wiring required to complete the AV systems functional requirements is the responsibility of the Client. Client WAN, LAN, VLAN, VoIP, analog (POTS) networks, both wired and wireless, as well as any other required networks, must be fully configured and operational at the time of system setup and commissioning. It is assumed that the Client will supply the necessary wiring, information and technical support required to facilitate interfacing their network(s) with the AV system(s). In the event that the client fails to provide the aforementioned requirements in a timely manner and that failure effects the efficient completion of the project, (i) HB will be held harmless for systems that do not meet scheduling requirements and (ii) costs associated with delays and inefficiencies including additional hours or overtime labor rates, shall be considered outside the scope of this offering and will be billable to the Client.

Phasing and Grounding

All 120-volt AC receptacles and power purposed with feed to all equipment must be independent ground and same phase. If HB discovers improper phasing or grounding to be the cause of functional anomalies, Customer will remedy without penalty or cost to HB.

Vibration, Ambient Noise and Acoustics

Excessive vibration may cause certain equipment (i.e., ceiling-mounted video projectors and microphones) to malfunction. Conference and recording systems, which employ open microphones, may not perform properly if excessive ambient noise or reverb is present. If any of these conditions exist, HB will be held harmless; costs associated with remedy of these conditions will be considered billable to the Customer.

Delivery and Acceptance

The Customer agrees to designate a representative who will have the authority to sign for delivery of equipment. Customer is responsible for the security and loss liability of all delivered equipment. Acceptance of delivery does not imply that systems have been accepted as functional. Unless other arrangements are made, a secure, lockable space will be furnished for storage of equipment and material.

Low Voltage Interfaces

Only those low voltage interfaces specifically included on the attached equipment list are included in this offering. All owner furnished equipment is assumed to be supplied with the appropriate low voltage interface and low voltage interfaces required to connect to any systems furnished and/or installed by others, are assumed to be supplied by the contractor.

Seismic Certification & Compliance

The cost of any seismic studies or remedies required by local or state-building codes is not included in this proposal.

Labor Costs

All labor costs included in this offering are based on NJ Prevailing Wage with use of HB staff, non-union personnel. All labor costs are calculated as straight-time during normal business hours. Requirement for union or overtime rates are considered additional to this offering.

The attached TESU Standard Terms & Conditions and Rider for Purchases Funded, in Whole or in Part, by Federal Funds apply to this agreement and take precedence over all other Terms & Conditions if there are conflicts among terms.

Schedule

If, through no fault of HB, the agreed upon installation schedule changes, HB will exercise its best efforts to accommodate the new schedule. Any costs, including re-mobilization, associated with schedule changes are considered outside of the scope of this offering and will be negotiated as required.

Completion and Test

The project schedule must allow sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, HB will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Customer.

Restocking Fees

Any equipment ordered for the project and then returned at the discretion of the Customer may be subject to manufacturer approval to return and will be subject to a 25% restocking fee.

Software License

Source code for all software developed within the scope of this offering remains the property of HB. Licensing terms are available upon request.

Wall or Ceiling Finish Work

The customer will assume responsibility for repairing, patching and painting all walls or ceiling finishes that may be disturbed as the result of penetrations and mounting procedures.

Site Installation

Anticipated project completion is 12/30/2020.

Permits

The cost of any building permits required by any municipalities will be passed on to the owner.

Room Readiness

The following describes the physical conditions we require at the site in order to bring equipment into the designated area. These “room ready” conditions have been developed to insure proper site conditions that pose no compromise to the proper operation and performance of the equipment. Further, they will allow our installers to work at maximum efficiency insuring timely completion. Where reasonable or possible:

120-Volt Power

All permanent 120-volt AC power and work is the responsibility of the Customer and must be in place. All receptacles must be properly grounded per NEC requirements, and all circuits must be of sufficient capacity to provide full turn on power to all system racks without tripping breakers. Location of all 120-volt receptacles must be within reasonable and logical proximity of equipment.

Equipment Delivery

Prior to the delivery of all equipment and electronics, all spaces are “broom-clean” and the site is free of dust and dirt. If, at the discretion of the Customer, equipment is brought to site before it is clean, functionality, longevity and warranties may be compromised.

OSHA Requirements

Prior to commencement of work by HB, the job site must meet OSHA requirements for a healthful workplace. Appropriate safety policies should be set, maintained, and enforced by all work forces.

Closeout Process

In order to ensure that the client will be satisfied with a complete project, HB has developed a Closeout Process. This process ties up any loose ends ensuring that the project is complete.

Final Testing

HB will complete final termination, testing and “de-bugging” of installed systems.

Training

After equipment has been installed, HB will train the client end users on how to use the systems. Training is scheduled based on the customer’s schedule.

Installation Sign-Off

HB utilizes an “Installation Sign-Off” form to signify project completion.

This document provides a mechanism for the Owner to acknowledge completion or receipt of beneficial use of the system or to identify performance exceptions to the system.

HB is able to remedy such exceptions on a timely basis and then identifies the beginning of the warranty period.

Documentation

HB will provide as-built drawings within 30 days following Installation Sign-Off. All additional documentation such as quick reference guides for training, equipment manuals, or other project documentation will be provided at an additional cost, unless specifically provided for in the statement of work.

Portfolio Consideration

Each client project is important to us and many showcase our quality of work. After project completion, with client’s approval, HB will schedule a photo shoot featuring the recently installed technology.

In some instances, a formal case study will also be written and posted online or appear in HB marketing materials.

All photos will be available to the client upon request.

Warranty

All equipment contained in this system includes and is governed by a manufacturer's warranty. All manufacturers' warranties are honored and serviced by HB. HB warrants all system installations for six months. Standard Warranty includes the workmanship and labor provided by HB Communications and all of its subcontractors covering the scope of work included in this proposal.

During the six months, HB will provide all necessary labor required to repair or replace any defects in workmanship, cabling, connectors, equipment mounting, software and all other "non-equipment" related systems installed under the contract.

System warranty shall include the coverage of all equipment, specific to each manufacturer's warranty for each product included in the contract.

Warranty Service & Response Times

During the effective warranty period, scheduled warranty service shall be performed for corrective service and emergency maintenance and then only during normal business hours during normal business days. Normal business hours shall be from 8:00 AM to 5:00 PM and normal business days Monday through Friday, with the exception of national and local holidays.

HB makes every effort possible to respond to customers' needs as quickly as possible. Request for service can be made via telephone or email, with a confirmation usually made on the same day as the contact is made. Response to site under Standard Warranty is scheduled on a best effort basis, however guaranteed response times and other enhanced warranty service options are available.

Exclusions

Unless otherwise covered under a manufacturer's warranty, the remedy of failure caused by the following is excluded from the Warranty: normal use and wear, hazardous environmental conditions, continual use in excess of manufacturer's recommendations and alteration of the system or any of its component parts.

Customer shall be responsible for the costs of any repair or replacement parts resulting from exposure of the equipment to abnormal acts or operating conditions over and above expected wear and tear such as fire, storm, lightning, theft, physical abuse, mishandling, vandalism, acts of God, or other causes beyond the reasonable control of HB, for use of a product in an application other than what the unit was intended for or attempted repairs by anyone other than HB's personnel or designated agent.

Such repair or replacement, when requested by the Customer, will be done by HB and billed to the Customer at the published rate, including parts and labor. HB's standard field service rate is \$140.00 per hour during normal business hours, portal to portal, with a minimum charge of four hours.

Warranty Period

The warranty period shall begin when the client receives beneficial use of the system, or at final acceptance, whichever comes first.

Extended Warranty and Warranty Options

Customer may choose to extend the duration of the Standard Warranty, improve on Service & Response Time commitments, or request that Preventive Maintenance be performed during the warranty period. These options can be provided at an additional charge and include:

- Extend duration of Standard Warranty
- Response Time Commitment of Next Business Day
- Response Time Commitment of Four (4) Hour response to Critical Incident
- Preventive Maintenance Visits – One or more preventive service visits during the Warranty Term.

Service Agreements

Upon expiration of the Standard Warranty period, future service by HB is provided under Time and Materials terms and fees applicable at that time unless Customer engages in a Service Agreement. The benefit of HB Service Agreements is that HB will continue to warrant the workmanship and labor, provide Service Level Agreement (SLA) response time commitments, and include an agreed number of Preventive Maintenance Visits during the term of the contract.

Service Level Agreements (SLA)

HB offers three maintenance agreements based on varying degrees of service and response times. Of course, plans can be customized to individual circumstances and needs. Agreements are typically entered into for one to three years.

	PLATINUM	GOLD	SILVER
Emergency call back	1 hour	1 hour	1 hour
On-site visit after initial call	4 hours (24/7)	1 business day	2 business days
Preventive maintenance visits	4 visits/year	2 visits/year	1 visit/year
Loaner projector(s)/display(s)	Yes	Yes	No
Onsite emergency visits	Unlimited	Unlimited	Unlimited
Training for all equipment	Unlimited	Unlimited	No
Advanced parts replacement	24 hours for most major hardware	2 business days	Standard ground shipping
Access to video test facilities	24 hours (scheduling ahead required)	During regular business hours	No
System functionality guarantee	Yes	Yes	Yes
Phone support	Unlimited	Unlimited	Unlimited
Rental and event support service can be provided through HB Group	Available	Available	Available

Strategic Staffing Services

Under an HB Staffing Agreement, HB assigns each Customer one or more HB Audio Visual Support Specialist (AVSS) to assist in the use and operation of the systems at the customer facility. HB Staff Technicians are an extension of our client's staff and report daily to their assigned client site. They are typically responsible for ongoing support for the use and functionality of audio and video technology, providing support for users, meeting and events, and may be involved in the planning and implementation of change or new installation of AV, Video, or related solutions at the client location.

Payment Terms & Conditions

Proceed Order

Upon receipt of signed purchase order or proceed order from the client or an authorized representative of the client, HB Communications will proceed with project management, support, planning and design efforts (labor) required to keep project on track and on time for all issues pertaining to the client's audio visual systems and to insure a successful and timely audio visual installation.

Payment Schedule: Client shall be invoiced at the percentages included within the payment schedule listed below. The first payment shall be due and payable Net 15 from the date of invoice. Thereafter, each additional payment shall be due and payable Net 30 days from the date of invoice. If payment is not made timely the project schedule may be delayed as a result.

1st Payment

The 1st payment of 40% of the total project amount will be invoiced upon Client's acceptance of HB's proposal or a mutual agreement in writing, between HB and the client or any authorized representative of the client agreeing to the timing and amount of this payment. At this time HB will proceed and release all equipment purchase orders. Please note that no equipment or hardware purchase orders can be released by HB to our vendors on behalf of the Client, or any authorized representative of the Client until this payment has been received. Please be aware that all equipment lead times will commence upon release of purchase orders.

2nd Payment

The 2nd payment of 40% of the total project amount shall be invoiced upon receipt of the Client's audio visual equipment to HB's facilities. HB will proceed to build these audio visual systems and develop custom software required for these systems at HB's facility upon receipt of the 2nd payment. HB will commission and test all systems prior to delivery and installation at Client's location. After commissioning and testing all systems HB will proceed with the delivery of the audio visual systems and commencement of the onsite installation process.

Third and Final Payment

Upon delivery of the client's audio visual equipment to the project site HB will proceed to install, test and commission these systems. Upon a successful installation HB will deliver these audio visual systems to the client. A final invoice of 20% of the total project amount will be submitted to Client after a successful installation of all the systems delivered by HB to the Client.

Insurance

- An insurance certificate detailing typical coverage is attached
- Any additional coverage, if required, will be billed at cost

Taxes

The Customer shall be responsible for the payment of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer for the Deliverables and/or Services purchased hereunder whether remitted to HB or directly to the appropriate taxing authority. However, in no event shall the Customer pay or be responsible for any taxes imposed on, or with respect to, HB's income, revenues, gross receipts, personnel or real or personal property or other assets.

Acceptable Forms of Payment

HB accepts payment by way of cash, check, wire transfer, and ACH from Client's bank account. Please note, payment by credit card is not a standard form of payment. Therefore, HB shall impose a surcharge on credit cards that is not greater than HB's cost of acceptance.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Proposal and agree to the terms contained herein.

HB COMMUNICATIONS, INC.

CUSTOMER



BY: *Frank Smith*

BY: *Steve Albano*

NAME: M. Joseph Smith, ESQ.

NAME: Steve Albano

TITLE: General Counsel

TITLE: Treasurer

DATE: 11/25/2020

DATE: 11/25/2020



THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchase made on behalf of Thomas Edison State University.
- II. "Contract" is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University, the University's standard terms and conditions will govern.
- IV. No Contractor doing business with Thomas Edison State University shall be considered an employee of the University. The status of all Contractors of the University shall be that of an independent Contractor.
- V. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part, in summary, or by reference, unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University, all University purchasing policies, including the standard terms and conditions, apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

- 1.1 CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, department of State, State House, Trenton, New Jersey. Refer to NJSA 14A:13-3.
- 1.2 BUSINESS REGISTRATION** – All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.
- 1.3 ANTI DISCRIMINATION** – All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NJSA 10:2-1 through 10:2-4 NJSA 10:5-1 et seq. and NJSA 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.
- 1.4 PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act PL 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might

be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of NJSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.
- 1.6 COMPLIANCE WITH LAWS** – All Contractors of the University shall comply with all local, state, and federal laws, rules, and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.
- 1.7 COMPLIANCE WITH NEW JERSEY STATE LAW** – All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey, and venue in Mercer County, Trenton, New Jersey. New Jersey law shall apply to all issues regardless of any principles of conflict of law policies, statutes, or case law. All agreements shall be subject to the New Jersey Contractual Liability Act, NJSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act, NJSA 59:1-1 et seq.
- 1.8 OWNERSHIP DISCLOSURE** – Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interests. NJSA 52:25-24.2. This requirement applies to all contracts exceeding the current bid threshold, whether made through advertisement or bid waiver. Ownership disclosure is also required by NJSA 19:44A-20.13 et seq.
- 1.9 POLITICAL DISCLOSURE BY CONTRACTOR** – If the contract is in excess of \$17,500 the Contractor must complete and return "Pay to Play" certification and disclosure forms, which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NJSA 19:44A-20.13 et seq.
- 1.10 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires that all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in NJSA 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

- 2.1 COPYRIGHT LIABILITY** – The Contractor shall hold and save Thomas Edison State University, the State of New Jersey, their respective officers, agents, servants and employees,

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract or agreement.

2.2 INDEMNIFICATION - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Thomas Edison State University, the State of New Jersey and respective employees, trustees, officers, volunteers, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work, materials, and/or services supplied under any contract or agreement. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in contracts or agreements.

2.3 INSURANCE - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University, Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
- b. Comprehensive General Automobile Liability insurance covering owned, non-owned, and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with Limits of not less than \$1,000,000.00.
- d. Upon request, the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

3.1 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Treasurer, it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year, the Contractor will be so notified of the Treasurer'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 Treasurer's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.2 RIGHT TO PROTEST INTENT TO AWARD - Except in the case of an emergency, bidders have the right to protest the award of a contract as announced in the notice of intent to award. Bidders will then have three business days from the date of the notice to file a written protest with the University. The University may shorten the deadline to protest when it deems it is in the public interest to do so.

3.3 CONTRACT TERMINATION -

- a. Change of Circumstances - Notwithstanding any provision or language in any contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances, the Contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.
- b. For Cause - Where the Contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the Contractor, with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping, etc., the University may terminate the contract upon 10 days notice to the Contractor. In the event of contract termination due to Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated Contractor of, if no monies are due the terminated Contractor, the difference in price shall be an obligation owed the University by the terminated Contractor.

3.4 PERFORMANCE GUARANTEE - 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 University that is 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 Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge, regardless of geographic location.

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

- d. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

3.5 DELIVERY GUARANTEE –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.

- b. Items delivered must be strictly in accordance with bid or contract specifications.

- SA c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications, the University may obtain the materials or services for any other available source, the difference in price, if any, to be paid by the Contractor failing to meet his commitments.

- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review or material received indicated that material other than that covered by the contract has been ordered and delivered, the Treasurer, or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.

- e. Contractors shall acquaint themselves with conditions to be found at the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.

- f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days, Monday through Friday.

- g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations, deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

- 3.6 **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be sub-contracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent, if granted, shall not relieve the Contractor of any responsibilities under the contract. In the event the Contractor proposes to subcontract for the services to be performed under the terms of the contract award, the Contractor shall state so in the submitted bid or proposal and attach for approval a list of said subcontractors and an itemization of the products and/or services to be

supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

- 3.7 **UNIVERSITY'S RIGHT OF FINAL BID ACCEPTANCE** – The University reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the University to do so. The University shall have authority to award orders or contracts to the Contractor(s) best meeting all specifications and conditions set forth.

- 3.8 **UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES** – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

- 3.9 **MAINTENANCE OF RECORDS** – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

4. TERMS RELATING TO PRICE

- 4.1 **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered goods or services, and on any subsequent order placed during the contract period.

- 4.2 **DELIVERY COSTS** – Unless noted otherwise in the specification, all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments, the Contractors shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at a Contractor's convenience when a single shipment is ordered.

- 4.3 **C.O.D. TERMS** – Unless otherwise stated, C.O.D. terms are not acceptable as part of any proposal, and are cause for automatic rejection of a bid or proposal.

- 4.4 **TAX CHARGES** – Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.

- 4.5 **PAYMENT TO CONTRACTORS** – Upon receipt and acceptance of goods or services, payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor.

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

5. **CASH DISCOUNTS** – Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

5.1 A discount period shall commence on the day the University receives a properly executed Contractor invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions, and specifications of the contract or purchase order. If the invoice is received prior to delivery of the goods and services the discount period begins with the acceptance of the goods or services.

5.2 The date on the check or electronic payment issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.

6. CONFIDENTIAL INFORMATION

The Contractor will not, either directly or indirectly use or disclose any confidential or proprietary information including, without limitation, employee and student data, financial data, and information technology of the University, for any purpose other than the performance of the specific contract services, unless the Contractor has obtained prior written consent of the University, to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.

7. STANDARDS PROHIBITING CONFLICT OF INTEREST

The following prohibitions of contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

- A) The Contractor shall not 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 University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University 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 University officer or employee from the Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the State Ethics Commission.
- C) The Contractor may not, 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 Contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she

has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to the provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the University 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 Contractor shall influence, or attempt to influence or cause to be influenced, any Contractor officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E) No Contractor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.
- F) The provisions cited above in paragraph 7A. through 7E shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with Contractors under the same terms and conditions as are offered or made available to members of the general public.
- G) The Contractor agrees to abide by the Business Ethics Guide published by the New Jersey Department of Treasury.

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

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 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
8. Other miscellaneous products listed in 40 C.F.R. 247.17.

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 fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; 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;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. 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 in 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

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."

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.

III. 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

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 subrecipient 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 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.

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

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-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.