Request for Quote
Bid # 19-MUS-002

For: Upgrade to Existing Audio System
New Jersey State Museum (Auditorium)

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
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<tbody>
<tr>
<td>Vendor's Electronic Question Due Date</td>
<td>September 23, 2019</td>
<td>2:00 PM</td>
</tr>
<tr>
<td>(Refer to Bid Solicitation Section 1.3.1 for more information.)</td>
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<tr>
<td>Optional Site Visit</td>
<td>September 23, 2019</td>
<td>10:00 AM</td>
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<tr>
<td>(Refer to Bid Solicitation Section 1.3.4 for more information.)</td>
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<tr>
<td>Quote Submission Date</td>
<td>October 4, 2019</td>
<td>2:00 PM</td>
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<tr>
<td>(Refer to Bid Solicitation Section 1.3.2 for more information.)</td>
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</tbody>
</table>

Small Business Set-Aside

☒ Not Applicable
☐ Entire Blanket P.O.
☐ Partial Blanket P.O.
☐ Subcontracting Only

Category
☐ I  ☐ IV
☐ II ☐ V
☐ III ☐ VI

RFO Issued By:
State of New Jersey
Department of State
Division of Administration
Trenton, New Jersey 08625-0230

Using Agency/Agencies:
New Jersey State Museum Auditorium
205 West State Street
Trenton, NJ 08608

Date:
1.0 INFORMATION FOR VENDORS

NOTICE: All vendors must be registered in NJSTART and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml) before preparing and submitting its Quote.

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

1.1 PURPOSE AND INTENT

This Request for Quote (RFQ) is issued by the Department of State, New Jersey State Museum (NJSM). The purpose of this RFQ is to solicit Quotes for Vendor to upgrade the existing audio system, to include installation in the NJSM's Auditorium. The State has budgeted up to $80,000.00 for this project.

The intent of this RFQ is to award a Master Purchase Order to that responsible Vendor who's Quote, conforming to this RFQ is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. during the Blanket P.O. term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State’s best interest.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ will apply to all Blanket P.O.s made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The New Jersey State Museum Auditorium opened in 1965. The 384 seat performance space was renovated in 2008 and serves the Museum as a hub of educational and public programming including lessons and workshops; lectures on art, history and science; music, theatre and dance performances; and more – for families, students on school field trips, individuals, and community and avocational groups from throughout the tri-state region and beyond. In addition, the Auditorium provides much-needed revenue to the Museum through rentals for public hearings, meetings, events, press conferences, award ceremonies, civic events and more to government agencies (municipal, county, state and federal), not-for-profit organizations, corporations and small businesses, and other community organizations and individuals.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The NJSM will electronically accept questions and inquiries from all potential Vendors via email. All questions should be sent to Jacqueline.Kemery@sos.nj.gov
A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

B. Each question should begin by referencing the RFQ page number and section number to which it relates.

A Vendor shall not contact the NJSM directly, in person, by telephone or by e-mail, concerning this RFQ, prior to the final award of the Blanket P.O.

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Vendors, answers to such questions will be issued by Bid Amendment. Any Bid Amendment to this RFQ will become part of this RFQ and part of any P.O. awarded as a result of this RFQ. Bid Amendments to this RFQ, if any, will be posted to NJSM’s website.

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor’s {Bidder’s} suggested changes and the reason(s) for the suggested changes.

1.3.2 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the Division of Administration at the appropriate location by the required time. Vendors shall submit a Quote to the following:

<table>
<thead>
<tr>
<th>DATE:</th>
<th>October 4, 2019</th>
<th>TIME:</th>
<th>2 pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOCATION:</td>
<td>In Person or FedEx/UPS</td>
<td>Submittal by Regular Mail (USPS)</td>
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<tr>
<td></td>
<td>Jacqueline Kemery, CFO</td>
<td>Jacqueline Kemery, CFO</td>
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<td>NJ Department of State</td>
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<td>Division of Administration</td>
<td>Division of Administration</td>
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<tr>
<td></td>
<td>33 West State Street, 4rd Floor</td>
<td>PO Box 459</td>
<td></td>
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<tr>
<td></td>
<td>Trenton, NJ 08608</td>
<td>Trenton, NJ 08625-0459</td>
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QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE MAY NOT BE CONSIDERED.

1.3.3 VENDOR SUPPORT

An Optional Site Visit has been scheduled for this procurement on the date and time indicated on the RFQ cover sheet. The location of the Optional Site Visit will be as follows:

Date: September 23rd @ 10:00 a.m.

Location: New Jersey State Museum - Auditorium
          205 West State Street
          Trenton, NJ 08608

An attendee may represent only one (1) potential bidding entity.
1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS: REVISIONS TO THIS BID SOLICITATION

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment to this RFQ will become part of this RFQ and part of any Blanket P.O. awarded as a result of this RFQ.

There are no designated dates for release of Bid Amendments. Bid Amendments will be posted to the NJSM website. https://www.nj.gov/state/museum/index.html

It is the sole responsibility of the Vendor to be knowledgeable of all Bid Amendments related to this procurement.

1.4.2 VENDOR RESPONSIBILITY

The Vendor assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Vendor’s failure to be knowledgeable as to all of the requirements of this RFQ.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor in the preparation and submittal of a Quote in response to this RFQ.

1.4.4 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed Quotes all information submitted by a Vendor in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Blanket P.O. is announced.

As part of its Quote, a Vendor may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. Vendor must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Vendor to designate its entire quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

In the event of any challenge to the Vendor’s assertion of confidentiality with which the State does not concur, the Vendor shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor. The State assumes no such responsibility or liability.

A Vendor shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing
Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

In order not to delay consideration of the Quote or the State’s response to a request for documents, the State requires that Vendor respond to any request regarding confidentiality markings within the timeframe designated in the State’s correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.
2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this RFQ.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or RFQ – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this RFQ issued by the Bureau. Bid Amendments, if any, will be issued prior to Quote opening.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Days After Receipt of Order (ARO) – The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

Department - Department of Sate

Discount – The price reduction applied by the Vendor to all items.

Evaluation Committee – A committee established or Division staff member assigned by the Department to review and evaluate Quotes submitted in response to this RFQ and recommend a P.O. award to the Chief Financial Officer.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Purchase Order (P.O.) – The P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Vendor (Bidder) as accepted by the Department, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor (Contractor), in writing.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.
NJSM - New Jersey State Museum

**No Bid** – The Vendor is not submitting a price Quote for an item on a price line.

**No Charge** – The Vendor will supply an item on a price line free of charge.

**Project** – The undertakings or services that are the subject of this RFQ.

**Quote** – Vendor’s timely response to the RFQ including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the RFQ.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III). For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**State** – State of New Jersey.

**State Contract Manager or SCM** – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

**State-Supplied Price Sheet** – The bidding document created by the State and attached to this RFQ on which the Vendor submits it proposal pricing as is referenced and described in RFQ Section 4.4.5.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Subcontractor** – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all [the Vendor’s {Contractor’s}] obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

**Task** – A discrete unit of work to be performed.

**Unit Cost** – All-inclusive, firm fixed price charged by the Vendor for a single unit identified on a price line.

**Vendor {Bidder}** – An entity offering a Quote in response to the Division’s RFQ.

**Vendor {Contractor}** – The Vendor awarded a Blanket P.O. resulting from this RFQ.
3.0 SCOPE OF WORK

The Vendor is to provide a quote for an audio system upgrade. The quote shall include, at a minimum, recommendations for a 5.1 surround sound speaker system including left, right, center, rear speakers and separate portable subwoofers, Blue tooth interface, Blu-ray, minimum of 32 microphone inputs 16 balanced returns at the stage location, 6 wireless microphones each with a handheld and body mic, 16 assorted microphone stands, concert mic package including 16 microphones 6 passive direct boxes (to be approved by NJSM Representative) with case, 6 portable audio confidence monitors, auto digital signal processor, digital mixing console, equipment rack(s), cables, connectors and any other equipment/accessory necessary to provide the NJSM with a state of the art audio upgrade.

The Vendor must provide its equipment list on an excel spreadsheet provided in Section of this RFQ. The equipment list must include the following:

- Manufacturer:
- Model #;
- Quantity;
- Price
- Warranty

3.1 VENDOR RESPONSIBILITY

The Vendor will be responsible to provide the following:

- The removal of old and/or existing equipment (old equipment shall remain the property of the NJSM);
- The installation of new equipment;
- Inspections (if applicable); and
- Provide a dedicated Project Manager and Project Engineer.

3.2 NJSM RESPONSIBILITY

The NJSM will be responsible to provide the following:

- NJSM shall provide all AC Power;
- NJSM shall provide all conduits; junction boxes; pull boxes; floor boxes; wire mold; covers, etc. where applicable;
- NJSM shall provide all network and tele/data requirements, including but not limited to ISDN and/or IP connectivity for video conferencing and network-based equipment and phone lines for audio conferencing; and
- NJSM shall provide all permits necessary to complete the work.

3.3 PROJECT MANAGER

The Project Manager will be responsible or the following:

- The Project Manager shall develop and manage the project schedule;
- The Project Manager shall develop and maintain a Gantt Chart or equivalent;
- The Project Manager shall manage all subcontractors and obtain approval from the NJSM in the event there are any changes to the designated subcontractor/team;
- The Project Manager shall manage all required approvals from NJSM including but not limited to drawings, finishes, device locations, etc.;
- The Project Manager shall hold weekly update meeting during the course of the project;
- The Project Manager shall Attend all project meetings and conference calls;
• The Project Manager shall coordinate with other trades (if applicable); and
• The Project Manager shall coordinate all deliveries to ensure proper access to elevators and delivery docks.
• The Project Manager upon substantial completion of the project, shall provide a walk through with the NJSM to review the system’s performance and identify any items that are to be adjusted/corrected.

3.4 PROJECT ENGINEER

The Project Engineer will be responsible for the following:

• The Project Engineer shall review system requirements and compile a complete block schematic for the audiovisual system indicating signal flow of all components including cable routes with cable number, cable type, quantity, origination, and destination;
• The Project Engineer shall provide a drawing set showing the front rack elevations indicating orientation of all rack equipment, conduit risers, and related section details and floor plans;
• The Project Engineer shall support the technical installation team throughout the duration of the project, via phone and site visits.

3.5 INSTALLATION

The Vendor is responsible for the following:

• The Vendor shall ensure all equipment, associated hardware, accessories, etc. are installed in accordance with the manufacturers’ specific recommendations and in a matter consistent with best practices and standards adopted by the International Communications Industries Association and related industries;
• The Vendor shall ensure all wiring, connections and necessary termination identification shall be within the rack cabinet;
• The Vendor shall ensure all cables are wrapped with pressure sensitive labels identified with numbers and/or letter code with makers at the each end regardless of the length of cable;
• The Vendor shall ensure all cable designations will be recorded and coordinated on the final as-built drawings;
• The Vendor shall ensure that no splices are in any pull boxes;
• The Vendor shall ensure they determine the location of grounding points and that all connections and conductors to equipment are in accordance to manufacturer's instructions while remaining in strict observance of prevailing electrical and building codes;
• The Vendor shall ensure all on-site related installation and technical labor is conducted during the designated normal business hours of weekdays, 9am-5pm, and in accordance to the NJSM's Auditorium Event Schedule communicated to the vendor by the NJSM;
• The Vendor shall ensure upon determination of the audiovisual system design, whether a programmed control sub-system is to be included;
• The Vendor shall ensure that all Network and IT integration needs are identified, compiled, and coordinated with the NJSM's representative and Department's IT staff;
• The Vendor shall ensure that all equipment and systems are properly tested upon completion for quality assurance and that NJSM staff has been trained on the functionality of the system;
• The Vendor shall ensure that all warranties related to the system equipment has been communicated and provided to the NJSM staff;
• The Vendor shall provide 1 training session for 2 staff members to review equipment operations and upon completion provide a detailed, Step-by-step User Guide Manual;

3.6 WARRANTY
The Vendor shall ensure that all warranties related to the system equipment have been communicated and provided to the NJSM staff.

3.7

The Vendor shall provide (1) training session for (2) staff members to review equipment operations and upon completion provide a detailed, Step-by-Step User Guide Manual.
4.0 QUOTE PREPARATION AND SUBMISSION

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the Division’s website (http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.1 QUOTE DELIVERY AND IDENTIFICATION

A Quote must arrive at the Department in accordance with this RFQ’s instructions within the time frames noted on the RFQ cover sheet, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed.

4.2 HARD COPY SUBMISSION

If the Vendor is submitting a Quote, the Vendor must submit the following:

A. One (1) complete Quote, comprising all volumes and including original, physical signature, clearly marked as the “ORIGINAL” Quote;

B. Three (3) complete and exact copies of the original Quote.

If a Vendor has designated any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, the Vendor should include a redacted copy of the Quote indicating the sections identified as confidential.

THE EXTERIOR OF ALL QUOTE PACKAGES SHALL BE LABELED WITH THE RFQ IDENTIFICATION NUMBER AND THE FINAL QUOTE SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE MAY BE REJECTED.

Note: A Vendor using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Proposal Receiving Room. A Vendor should make every effort to submit its Quote well ahead of the Quote submission deadline to mitigate unforeseen delays or issues. The Vendor is solely responsible for the timely submission of its Quote in response to this RFQ.

4.3 QUOTE CONTENT

The Quote should be submitted in 3-ring binders and broken down in four (4) sections with the content of each section as indicated below.

A. Section 1
   Forms (Sections 4.3.1);
   Bidder Data Sheet

B. Section 2
   Manufacture’s specification sheets and product literature for each piece of equipment
   NOTE: All equipment MUST be listed on the excel spreadsheet.
C. Section 3
Organizational Chart of Company;
Draft Project Plan;
Resume of Project Manager and Project Engineer; and
User Guide

D. Section 4
Excel Spreadsheet listing all equipment; and
Price Sheet

The Quote should contain the State-Supplied Price Sheet and all forms/documents required by the RFQ. The Vendor is cautioned to carefully read the RFQ to ensure that all required forms are completed, signed and submitted with the Vendor’s Quote. **NOTE: Failure to submit required forms/documents may result in the Vendor’s Quote being deemed non-responsive.**

4.3.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

4.3.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor (Bidder) must certify pursuant to **N.J.S.A. 52:34-12.2** that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in **N.J.S.A. 52:18A-89.5** and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and **N.J.S.A. 52:34-12.2** for additional information about the MacBride principles. The form can be found at the Department of the Treasury, Division of Purchase and Property’s website. [Division’s website.](#)

4.3.1.1.2 NON-COLLUSION

By submitting a Quote the Vendor certifies as follows:

A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor (Contractor, Bidder) or any other party;

B. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor or potential Vendor and they will not be disclosed before the Quote submission;

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this P.O., or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;

D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and

E. The Vendor, its affiliates, subsidiaries, officers, directors, and employees are not, to Vendor’s knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any P.O./public contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any P.O./public contract.
4.3.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors (Bidders/Contractors) in its dealings with the State. The guide provides further information about compliance with Section 2.8 of the SSTC. The guide can be found at: http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By submitting a quote the Vendor is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.3.1.2 NJ STANDARD BID SOLICITATION FORMS REQUIRED WITH THE QUOTE

Vendor’s failure to complete, sign and submit the forms in Section 4.4.1.2 may be cause to reject its Quote as non-responsive.

4.3.1.2.1 OWNERSHIP DISCLOSURE FORM

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Vendor’s failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a P.O. to said Vendor (Bidder). The form can be found at the Department of the Treasury, Division of Purchase and Property’s website. Division’s website.

In the alternative, to comply with this section, a Vendor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

4.3.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

4.3.1.3 SUBCONTRACTOR UTILIZATION PLAN

Vendors intending to use a Subcontractor (i.e. installation, etc.) shall submit a Subcontractor Utilization Plan form. The Subcontractor Utilization Plan form is located on the Division’s website. Unless otherwise specified, forms must contain an original, physical signature.
4.3.1.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

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

4.3.2 SUBMITTALS

4.3.2.1 VENDOR EXPERIENCE

The Vendor should submit the Vendor Data Sheet with its Quote. The Vendor Data Sheet will be used to evaluate the Vendor’s ability to complete the Scope of Work.

The Vendor should provide in its response to Part I of the Vendor Data Sheet all relevant information regarding its experience in successfully completing contracts of a similar size and scope to the work required by this Request for Quote.

The Vendor must provide in Part II of the Vendor Data Sheet details of any negative actions taken by other contracting entities against it in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor is/was the contractor on any contracts of similar scope. In the event a Vendor neglects to include this information in its Quote, the Vendor’s omission of necessary disclosure information may be cause for rejection of the Vendor’s Quote by the State.

If proposing to use a Subcontractor, the Vendor should provide as an attachment to the Vendor Data Sheet documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor’s Quote. The Vendor must provide a detailed description of services to be provided by each Subcontractor.

If using a Subcontractor to provide just equipment the above would not be needed.

4.3.2.2 PRODUCT LITERATURE AND MANUFACTURER’S SPECIFICATIONS FOR EQUIPMENT BEING PROPOSED AS PART OF THIS RFQ

The Vendor must submit manufacturer’s specification sheets and product literature for each piece of equipment it proposes to furnish. All submittals should be properly labeled and submitted in order as they appear on the excel spreadsheet, showing the Vendor’s name and Quote number.

If a Vendor does not provide the manufacturer’s specification sheets and product literature, the State reserves the right to request such information from the Vendor. The Vendor must respond to such request by providing all requested information within 48 hours. If the information requested is not received within 48 hours, the Quote shall be rejected.
The Vendor must also submit the attached “Equipment List” spreadsheet. The Vendor must supply the Manufacture, Model #, Description and price for each piece of equipment and accessory that is being offered to complete this project.

4.3.2.3 ORGANIZATIONAL CHART

The Vendor must submit a company organization chart.

4.3.2.4 PROJECT PLAN

The Vendor must submit a draft Project Plan detailing timelines and milestones related to the project; to be finalized at the initial Kick-Off Meeting. Following the kick off meeting the vendor must provide a Final Project Plan within 3 working days as required in the Scope of Work.

4.3.2.5 RESUMES

The Vendor should provide the resumes of the Project Manager and Project Engineer that will be assigned to this Blanket P.O. demonstrating their ability to complete this project.

4.3.2.6 USER GUIDE

The Vendor must provide a Step-by-step User Guide for operating the designated equipment following any/all training sessions.

4.3.3 STATE-SUPPLIED PRICE SHEET

The Vendor must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ.

In order for the State to make sound business judgments regarding products and prices offered in response to this RFQ, the Vendor must supply, with its Quote, the information requested on the RFQ’s pricing lines in sufficient detail as to allow the State to determine the firm, fixed Quote pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the Vendor. A Vendor’s failure to provide, within its Quote, the information deemed by the State to be essential for product identification or price determination shall result in rejection of that Vendor’s Quote. Notwithstanding the aforementioned material obligation, in order to support the State’s decision-making process, the State may require a Vendor to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the Vendor shall, within the time limit set forth in the written request, comply with said request. Each Vendor is required to hold its prices firm through issuance of Blanket P.O.

Each Vendor is required to hold its prices firm for a period of 90 days. Every effort will be made to award the P.O. prior to the time period set forth above.

4.3.3.1 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

A. Price Line #1: the vendor is to provide the total equipment price;
B. Price Line #2: the vendor is to provide the hourly rate per hour of labor; and
C. Price Line #3: the vendor is to provide the cost for (1) day of training (2) NJSM staff members as an all-inclusive rate.
4.3.3.2 **USE OF “NO BID” VERSUS “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET**

If the Vendor is not submitting a price for an item on a price line, the Vendor must indicate “No Bid” on the State-Supplied Price Sheet accompanying this RFQ. If the Vendor will supply an item on a price line free of charge, the Vendor must indicate “No Charge” on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Vendor’s Quote being deemed non-responsive.

4.3.3.3 **DELIVERY TIME AND COSTS**

The anticipated start date of the project is to be determined after the contract award and at the availability of the State Contract Manager with an anticipated start date of April 22, 2019. Unless otherwise noted elsewhere in the RFQ, or price sheet all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor (Contractor) shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State’s Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover “spotting” but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor’s (Contractor’s) convenience when a single shipment is ordered.

4.3.3.4 **COLLECT ON DELIVERY (C.O.D.) TERMS**

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O.

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This P.O. awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, including the SSTC, Bid Amendment to this RFQ, the Vendor’s {Contractor’s} Quote, any Best and Final Offer, and the Division’s Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this P.O., the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

A. RFQ Section 5, as may be amended by Bid Amendment;

B. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;

C. All remaining sections of the RFQ, as may be amended by Bid Amendment;

D. The Vendor’s {Contractor’s} final submitted Best and Final Offer; and

E. The Vendor’s {Contractor’s} Quote as accepted by the State.

5.2 CHANGE ORDER

Any changes or modifications to the terms of this P.O. shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the NJSM.

5.3 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this P.O. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this P.O. The Vendor {Contractor} shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this P.O. shall not in any way relieve the Vendor {Contractor} of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Vendor’s {Contractor’s} performance of this P.O.

5.4 CLAIMS AND REMEDIES

5.4.1 CLAIMS

All claims asserted against the State by the Vendor {Contractor} shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
5.4 ITEMS ORDERED AND DELIVERED

The P.O. involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State’s ongoing needs. Refer to Section 6.3.a of the State of NJ Standard Terms and Conditions for additional information.

5.6 MANUFACTURING/PACKAGING REQUIREMENTS

All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

All products are to be packaged in sizes as specified in this RFQ and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the Vendor’s (Contractor’s) expense.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Section of the RFQ serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this RFQ.

The Vendor {Contractor} shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the P.O.’s to William Nutter for consideration. No substituted or additional Subcontractors are authorized to begin work until the Vendor {Contractor} has received written approval from William Nutter.

If it becomes necessary for the Vendor {Contractor} to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Vendor {Contractor} will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution or addition.

5.8 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this P.O. without the prior written consent of the NJSM.

5.9 ADVERTISING

The Vendor {Contractor} shall not use the State’s name, logos, images, or any data or results arising from this P.O. as a part of any commercial advertising without first obtaining the prior written consent of the NJSM.

5.10 SECURITY/CLEARANCE

As a condition of performing work at any State facility and for purposes of determining a person’s qualifications as contracted personnel, the contractor shall undertake a criminal history record background check for all personnel assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.
As a condition of performing work at any State facility and for purposes of determining a person’s qualifications as contracted personnel, the contractor shall undertake a criminal history record background check for all personal assigned to work at any State facility pursuant to regulations promulgated under N.J.A.C. 13:59-1.1 et seq. The contractor shall bear the cost of the criminal history record background check. The contractor shall be responsible for insuring that employees have legal immigration status to be working in the United States.

5.10.1 The contractor shall follow all instructions for obtaining a criminal history record background check at www.njsp.org/about/serv_chrc.html. The contractor shall not permit any newly hired, rehired or transferred employee to work in any State facility until the results of the criminal history record background check are returned to the contractor. The contractor shall review the results of that criminal history record background check prior to assigning personnel. It is the contractor’s responsibility to work within the time schedule of the New Jersey State Police for turnaround time from the initial submission to the receipt of the results. This time schedule may be a critical factor in meeting the startup date of this contract.

5.10.2 The contractor and any subcontractor shall be required to retain the results of an individual’s criminal history background check for as long as that person is assigned to this facility. The results of the criminal history background check will be made available to the State Contract Manager by the contractor upon request. Performance of such background checks with immigration law compliance shall be subject to periodic audits by State auditors. If the contractor or subcontractor has had a State Police; background, criminal and fingerprinting check performed for an employee that satisfies the exact criteria specified above, the State Contract Manager may accept the results of the criminal history background check provided that it was performed during the contract period or no earlier than six (6) months prior to the contract start date.

5.10.3 The State reserves the right to terminate the contract at any time due to breaches in security caused by the contractor’s personnel.

5.10.4 The contractor shall maintain a current list of all its employees working under this contract. This list shall be updated and supplied to the State Contract Manager twenty-four (24) hours before any new employee beings work at the facility. Any new employee on the list shall be clearly identified as such. This list shall include the current list of a “pool” of back-up employees required under the staffing requirements of this contract. The list shall set forth each employee’s full name and date of birth. No employee shall be added to this list until the contractor has received the results of the employee’s criminal history record background check. Before commencing work at the facility, the contractor’s employees shall be approved by the State Contract Manager.
6.0 QUOTE EVALUATION

6.1 CLARIFICATION OF QUOTE / STATE’S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the State as noted below, Vendor contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Vendors may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors.

6.2 EVALUATION CRITERIA

The following criteria will be used to evaluate Quotes received in response to this RFQ. The criteria are not necessarily listed in order of importance:

A. Price
B. Experience of the Vendor
C. The Vendor’s documented past performance under similar P.O.’s {Contracts}.

6.3 QUOTE DISCREPANCIES

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.3.1 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the CFO for award the responsible Vendor(s) {Bidder(s)} whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Departments CFO.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the NJSM may establish a competitive range and enter into negotiations with one (1) Vendor or multiple Vendors within this competitive range. The primary purpose of negotiations is to maximize the State’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor or multiple Vendors. Negotiations will be structured by the NJSM to safeguard information and ensure that all Vendors are treated fairly.

Similarly, the NJSM may invite one (1) Vendor or multiple Vendors to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO
that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor’s most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s). The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes and as applicable, negotiation(s), and/or BAFO(s), the NJSM will recommend, to the Departments CFO of the Department, the responsible Vendor(s) whose Quote(s), conforming to the RFQ, is/are most advantageous to the State, price, and other factors considered.

All contacts, records of initial evaluations, any correspondence with a Vendor related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a P.O. is issued.
7.0 7.0 BLANKET P.O. AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD


A. The State shall not enter into a P.O. to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;

B. Prior to awarding any P.O. or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the P.O. shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division’s website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a P.O. {Contract}, the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a P.O. under this Bid Solicitation, as well as future P.O. opportunities; and

C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the P.O., and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division’s website.

7.2 AFFIRMATIVE ACTION

7.3 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a P.O. See Section 4.4.2.1 of this RFQ for further information.

7.4 FINAL BLANKET P.O. AWARD

P.O. award will be made with reasonable promptness by written notice to that responsible Vendor, whose Quote, conforming to this RFQ, is most advantageous to the State, price, and other factors considered.

7.5 INSURANCE CERTIFICATES

The Vendor (Contractor) shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O., naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this RFQ.
Vendor must sign and date the last page of the Standard Terms and Conditions and submit with the Quote.

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

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2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.
The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION
All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.3 PREVAILING WAGE ACT
The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

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

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

2.6 PAY TO PLAY PROHIBITIONS
Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;
B. Knowingly conceal or misrepresent a contribution given or received;
C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or

H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor’s responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

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

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

2.10 COMPLIANCE - LAWS
The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS
It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS
The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

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

3.1 COMPLIANCE - CODES
The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT
The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;

2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

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

4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE
Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

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

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

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

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

3.8 **DIANE B. ALLEN EQUAL PAY ACT**
Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see [https://nj.gov/labor/equalpay/equalpay.html](https://nj.gov/labor/equalpay/equalpay.html).

4. **INDEMNIFICATION AND INSURANCE**

4.1 **INDEMNIFICATION**
The contractor’s liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;

B. The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

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

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property;

C. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

A. This $1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and

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

5. **TERMS GOVERNING ALL CONTRACTS**

5.1 **CONTRACTOR IS INDEPENDENT CONTRACTOR**
The contractor’s status shall be that of any independent contractor and not as an employee of the State.

5.2 **CONTRACT AMOUNT**
The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 **CONTRACT TERM AND EXTENSION OPTION**
If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director’s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director’s request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.
5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK
The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW
Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 SUSPENSION OF WORK
The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT
A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:
1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days’ notice to the contractor with an opportunity to respond; and

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days’ notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT
A. Subcontracting: The contractor may not subcontract other than as identified in the contractor’s proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor’s: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE
Nothing contained in any of the contract documents, including the RFP and vendor’s bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR
The contractor hereby certifies that:
A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;

B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;

C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;

D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and

G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS
A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;

B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;

C. Items delivered must be strictly in accordance with the contract; and

D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

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

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

5.15 MAINTENANCE OF RECORDS
The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

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

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

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;

B. It shall advise the Attorney General of New Jersey:
   1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
   2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and

D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT
Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

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

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

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor’s bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

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

6.5 NEW JERSEY PROMPT PAYMENT ACT
The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency’s receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

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

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 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

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.

7.2 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:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,
discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

7.3 **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.

7.4 **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.

7.5 **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.

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).

7.7 **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.

7.8 **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.

Company Name: _____________________________

Authorized Signature: _________________________

Print Name:  _________________________________

Date: _______________________________________

42
Vendor is to complete all information in the designated blue areas below.

<table>
<thead>
<tr>
<th>Price Line #</th>
<th>Description</th>
<th>Unit</th>
<th>All-Inclusive Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vendor is to provide total price for all equipment as listed on the excel</td>
<td>Lot</td>
<td>$0.00</td>
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<td>spreadsheet.</td>
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<td>2</td>
<td>Vendor is to provide an all-inclusive hourly rate for labor.</td>
<td>Hour</td>
<td>$0.00</td>
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<td>Bidder is to provide the following information:</td>
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<td>Number or hours needed to complete the project: ______________ hours.</td>
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<tr>
<td>3</td>
<td>Vendor is to provide an all-inclusive rate on (1) training session for (2) NJSM staff members</td>
<td>Task</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
VENDOR {BIDDER} DATA SHEET

BID SOLICITATION #: 19-MUS-002
VENDOR: 
{BIDDER}: 

THIS FORM WILL BE USED IN EVALUATING THE VENDOR'S {BIDDER'S}
ABILITY TO COMPLETE THE SCOPE OF WORK.

PART I - CONTRACTS OF SIMILAR SIZE AND SCOPE

List prior contracts performed by the Vendor {Bidder}. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation as evidence of the Vendor’s {Bidder’s} ability to successfully complete the scope of work required by this Bid Solicitation. If the Vendor {Bidder} has not had any prior contracts, enter “None” below.

<table>
<thead>
<tr>
<th>Contracting Agency / Entity:</th>
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<tbody>
<tr>
<td>Contract/Project Name:</td>
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<td>Contract Number:</td>
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<td>Contract Term:</td>
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<tr>
<td>Summary of Contract</td>
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<td>Scope of Work:</td>
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Contact Name:  
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Contact Email:  

Attach additional sheets if necessary.
PART II – NEGATIVE ACTIONS AGAINST THE VENDOR {BIDDER}

Provide a list of any negative actions taken by other contracting entities against the Vendor {Bidder} in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the contractor on any contracts of similar scope. In the event a Vendor {Bidder} neglects to include this information in its Quote, the Vendor’s {Bidder’s} omission of necessary disclosure information may be cause for rejection of the Vendor’s {Bidder’s} Quote by the State. If no negative actions were taken against the Vendor {Bidder}, enter “None” below.

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