

State of New Jersey
TERMS AND CONDITIONS

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

1. **CORPORATE AUTHORITY** - All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, NJ.

2. **ANTI-DISCRIMINATION** - All parties to any contract resulting from this proposal 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 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38.

3. **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 Act.

4. **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 or services performed.

5. **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.

6. **COMPLIANCE-CODES** - The contractor must comply with the New Jersey Uniform Construction Code(NJUCC) and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.

7. **LIABILITY-COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

8. **INDEMNIFICATION** - If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property

during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.

9. INSURANCE - The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates of such insurance to the State upon request.

10. PERFORMANCE GUARANTEE OF BIDDER - The bidder certifies that:

a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

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

c. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

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

11. BRAND NAME ALTERNATIVES - Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive material will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications. In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.

12. PRICE QUOTATIONS - Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject

to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.

13. **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Federal Excise Tax Exemption number is 22-75-0050K.

14. **DELIVERY** - F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

15. **PAYMENT** - Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

16. **NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act 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.

17. **CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.

a. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.

18. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** – All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

THIS IS TO ENSURE THAT I HAVE READ, UNDERSTOOD, AND WILL ADHERE TO THE TERMS AND CONDITIONS AS STATED ABOVE.

NAME: _____ **TITLE:** _____ **DATE** _____