

Vendor Proposal for Grassroots Influencer Outreach Vendor

New Jersey continues its efforts to stop the spread of COVID-19. Testing is widely available to all, and the state has expanded its contact tracing workforce and efforts to reach those exposed to the virus. However, after months of living with new coronavirus restrictions and practices, New Jerseyans like many around the world, seem to be tired of taking precautions and appear to be experiencing “[pandemic fatigue](#)” or “[burnout](#)”. The recent increase in new cases indicates that despite the state’s efforts, there continues to be resistance to adhering to critical components of the COVID-19 fight such as wearing masks, adhering to social distancing, and answering the call from contact tracers. Particularly, young adults have been a challenging group to reach on messaging.

To help bolster public engagement, New Jersey launched a public awareness campaign during the summer and ran a mini campaign for the newly developed COVID Alert NJ exposure notification app. For the next phase of its public awareness efforts, the New Jersey Department of Health is requesting an emergency bid for a vendor to plan and implement a 10-week grassroots influencer outreach campaign to help remind residents that COVID-19 is still very much present in the state and reiterate the importance of taking precautions, getting tested, fully engaging with contact tracers, and downloading the COVID Alert NJ app. The Department will supply creative materials and content from previous phases of the campaign but may need assistance making edits or developing updated materials to align with various social media formats. The vendor will be asked to recruit, vet, and manage 350+ influencers at multiple levels who can share these materials wrapped in their own messaging including:

Influencer Category	# of Followers	% of total influencer pool	Desired # of posts per influencer
Mega/Celebrity	1M+	3-5%	At least 1
Macro	500K – 1M	3-5%	At least 1
Mid-Tier	50K – 500K	10-20%	At least 2
Micro	10K – 50K	50-60%	At least 3
Nano	1K – 10K	5-10%	At least 2

The vendor must be able to demonstrate experience and results in reaching out, vetting and utilizing influencers as part of an outreach campaign.

The influencer pool must represent various categories of race, ethnicity, age, gender identity, religious identity, sexual orientation, and geographic location (preferably in or nearby NJ, but influencers with large swaths of NJ-based followers are acceptable). Influencer pool can include individuals and organizations and must also provide the opportunity to post in multiple languages. The overall program target is 50M impressions for the under 40 age bracket, but there will be intermediate targets for other audiences including the hard to reach 18-24 year old bracket. Influencers should carry a presence on a broad range of social media platforms, including but not limited to Facebook, Twitter, TikTok, Instagram, YouTube, and Snapchat. The vendor must submit a report with metrics for each influencer and each post to track engagement and assist with any necessary adjustment to messaging going forward.

Overall target audience includes: general public; young adults; colleges/universities; front-line workers including casinos, supermarkets/convenience stores, restaurants, malls and shopping centers; transportation, travel and logistic agencies and companies; large healthcare systems; New Jersey-based employers that have reopened; culturally diverse, underserved populations including Latinx, African American, Asian, Pacific Islander, and Native American communities.

We would like to get influencer posting started by November 4, 2020 so we asking for a quick turnaround. For specific expertise in reaching underserved populations/communities of color, the vendor proposal can include subcontracting with a minority-owned firm.

Proposals must be received by 2 p.m. Eastern, October 27, 2020. If you are not interested in bidding, please send an email response indicating that you will not bid.

Vendors must submit metrics with their proposals of previous relevant experience. The awarded vendor must submit weekly metrics to the Department.

The Department of Health will evaluate Vendor proposals based on the Vendors overall technical approach and plans to meet the requirements of this project Scope of Work. This narrative should convince the Department that the Vendor understands the objectives that the Scope of Work is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the project. Vendor proposals will also be evaluated on the audience expected to be reached, the influencer pool, and the mix of platforms used to reach to reach them.

Tiered Pricing must be submitted for each of the required Influencer groups:

Mega/Celebrity
Macro
Mid-Tier
Micro
Nano

Pricing shall be Firm Fixed. **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.

The responsible bidder whose bid proposal, conforming to this Scope of Work, is most advantageous to the State, price and other factors considered will be recommended for award.

Choose New Jersey

One Gateway Center
11-43 Raymond Plaza West, Suite 1420
Newark, NJ 07102
NJ Vendor ID: V00004122



Invoice NJDOH-002

Invoice Date:

December 16, 2020

Bill To:

New Jersey Department of Health

P.O. Box 360

Trenton, NJ 08625

ATTN: Office of the Commissioner

Amount	
Amplification Influencer/ Outreach Campaign: (Part 2 of 2) -A mix of micro and nano influencers activated to generate organic word of mouth content that will maximize reach and engagement with New Jersey residents. -4 Weeks -350+ nano and micro influencers -Additional minimally 700 posts -Additional 25M impressions -Targeted audience mostly under 40 years old	\$500,000
Total	\$500,000

Thanks for choosing New Jersey!

If you have any questions regarding this invoice, please contact Barbara Kaplan at



Information filed with Attorney General concerning this charitable solicitation and the percentage of contributions received by the charity during the last reporting period that were dedicated to the charitable purpose may be obtained from the Attorney General of the State of New Jersey by calling 973-504-6215 and is available on the internet at <https://njconsumeraffairs.gov/charities> - Choose New Jersey, Inc.'s charity registration number is CH3410500. Registration with the Attorney General does not imply endorsement.

Choose New Jersey

One Gateway Center
11-43 Raymond Plaza West, Suite 1420
Newark, NJ 07102
NJ Vendor ID: V00004122



Invoice NJDOH-001

Invoice Date:

December 11, 2020

Bill To:

New Jersey Department of Health

P.O. Box 360

Trenton, NJ 08625

ATTN: Office of the Commissioner

Amount	
<u>Influencer/ Outreach Campaign:</u> -A mix of micro and nano influencers activated to generate organic word of mouth content that will maximize reach and engagement with New Jersey residents. -4 Weeks -350+ nano and micro influencers -minimally 700 posts -25M impressions -Targeted audience mostly under 40 years old	\$500,000
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State of New Jersey COVID-19 Awareness Program Proposal

by Choose: New Jersey & XOMAD – November 1, 2020

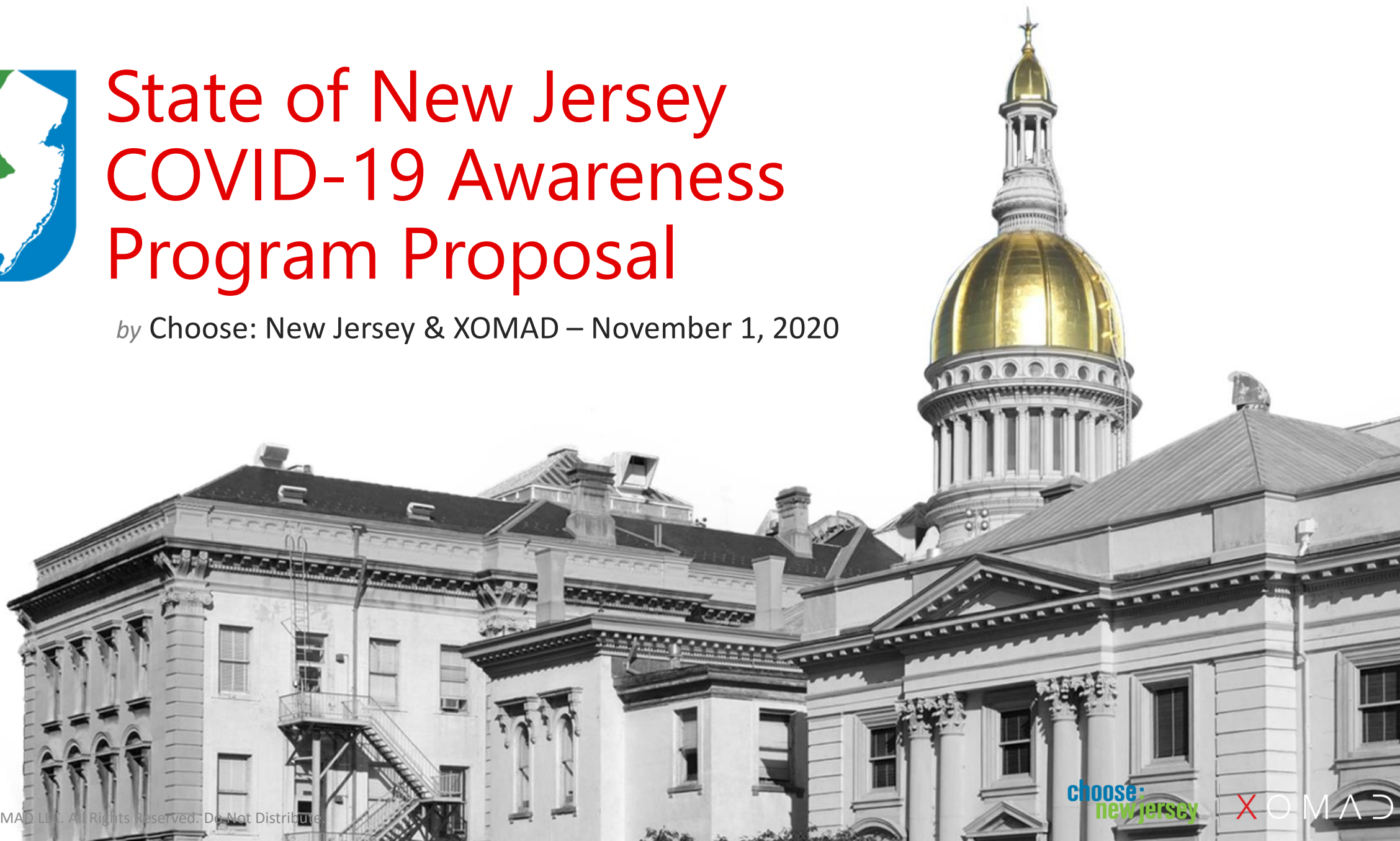


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Campaign Goals

Generate Awareness about Wearing Masks Throughout New Jersey

By using local nano and micro influencers in the State of New Jersey, XOMAD and influencers will drive attention to the importance of downloading the contact tracing app, wearing a face mask, social distancing and hand washing in order to slow the spread of COVID-19, save lives, and help NJ reopen.

Reach Millennials and Gen Zer's Through Trusted Social Media Sources

Millennials and Gen Zer's are not on traditional media channels, they don't watch traditional TV, and they use ad blockers. They also regularly spend hours a day on social media, and trust influencers. This influencer campaign will build on consumers' trust of smaller local influencers and community leaders to educate Millennials and Gen Zer's how it is important to keep up safe practices like masking up and encourage them to not become complacent just because businesses and schools are reopening.

Create a Mass Call to Action & Drive Traffic to NJ Covid-19 Website

Participating content creators will invite their followers to take action and **#MaskUpNJ** as well as drive their audiences to <https://covid19.nj.gov/> for additional Covid-19 related news, tips and best practices to keep everyone safe including the NJ Covid-19 App.



Campaign Overview

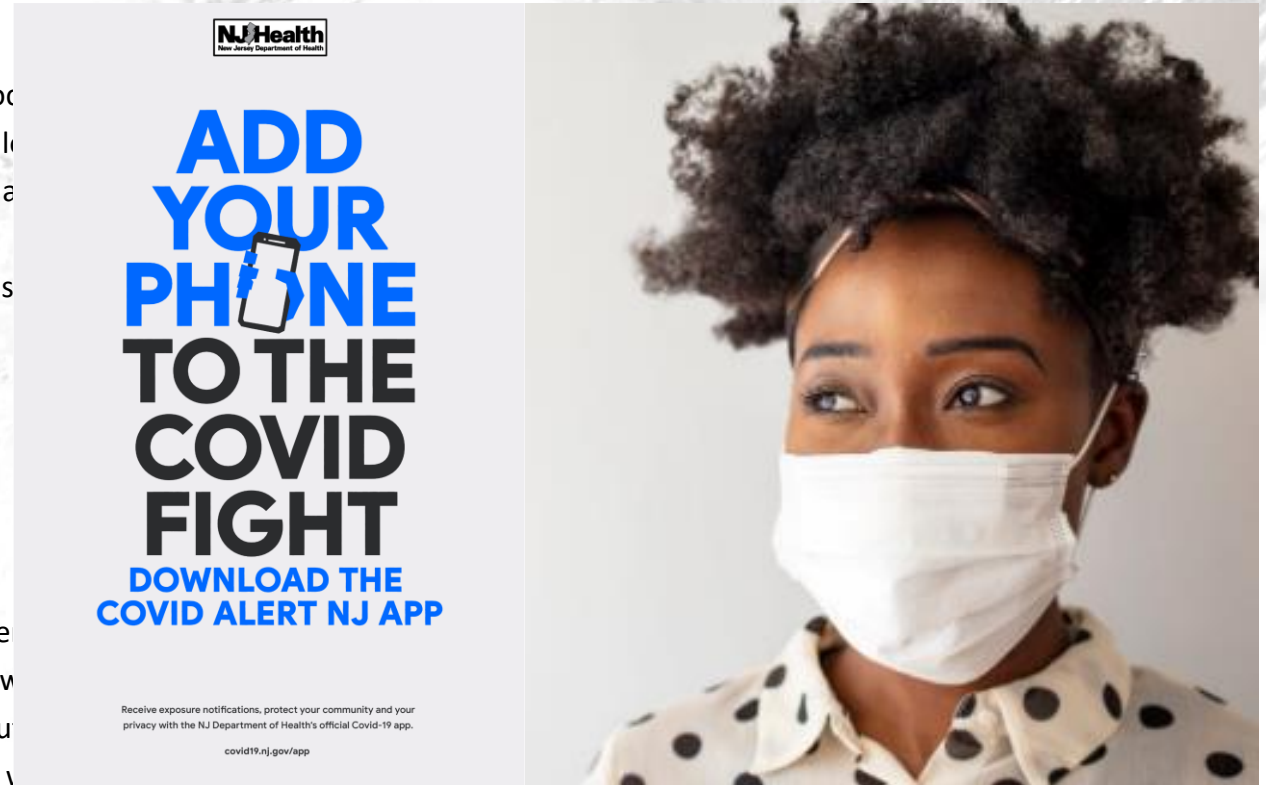
Activating Micro and Nano Influencers

Hundreds of micro and nano influencers across multiple verticals, ethnicities and social groups, who are vetted by XOMAD, will create relevant content about masking up along with other best practices during the pandemic to share on their Instagram, Twitter, and TikTok accounts. Their content will follow general guidelines sent to them in an approved creative brief, but will be in their own voice, with their creative spin to ensure audience engagement and authenticity.

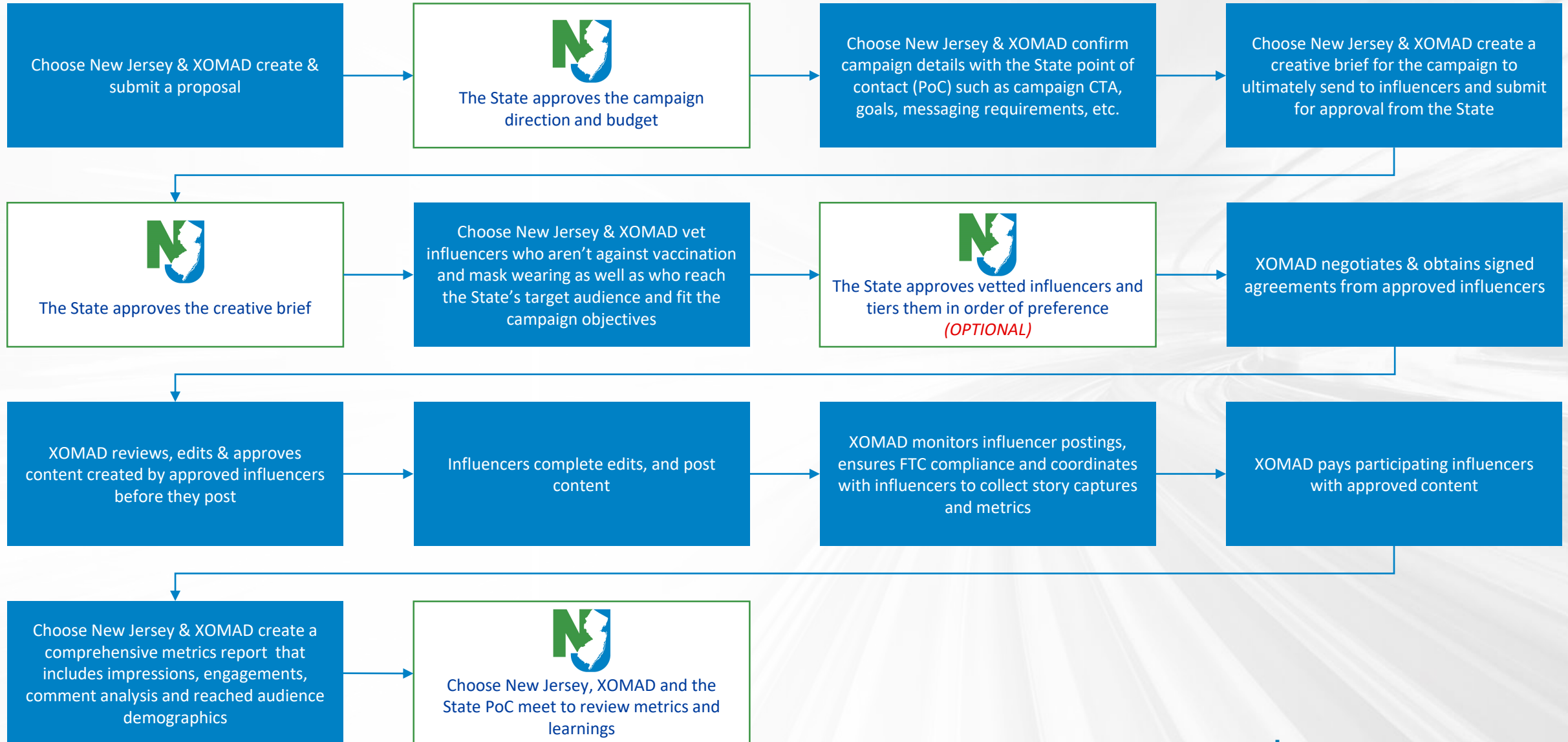
Content will include images, videos, and text, depending on social channels to best position the campaign messaging to New Jersey residents.

Linking to Covid19.NJ.Gov

On influencer channels such as Twitter, Facebook and Instagram Stories (if influencers have 10K in following) where links are clickable, influencers will include a link to New Jersey State Covid-19 website, covid19.nj.gov, and encourage audiences to check out important information and updates on the website. For other channels, influencers will include the provided social tags to drive audiences there.

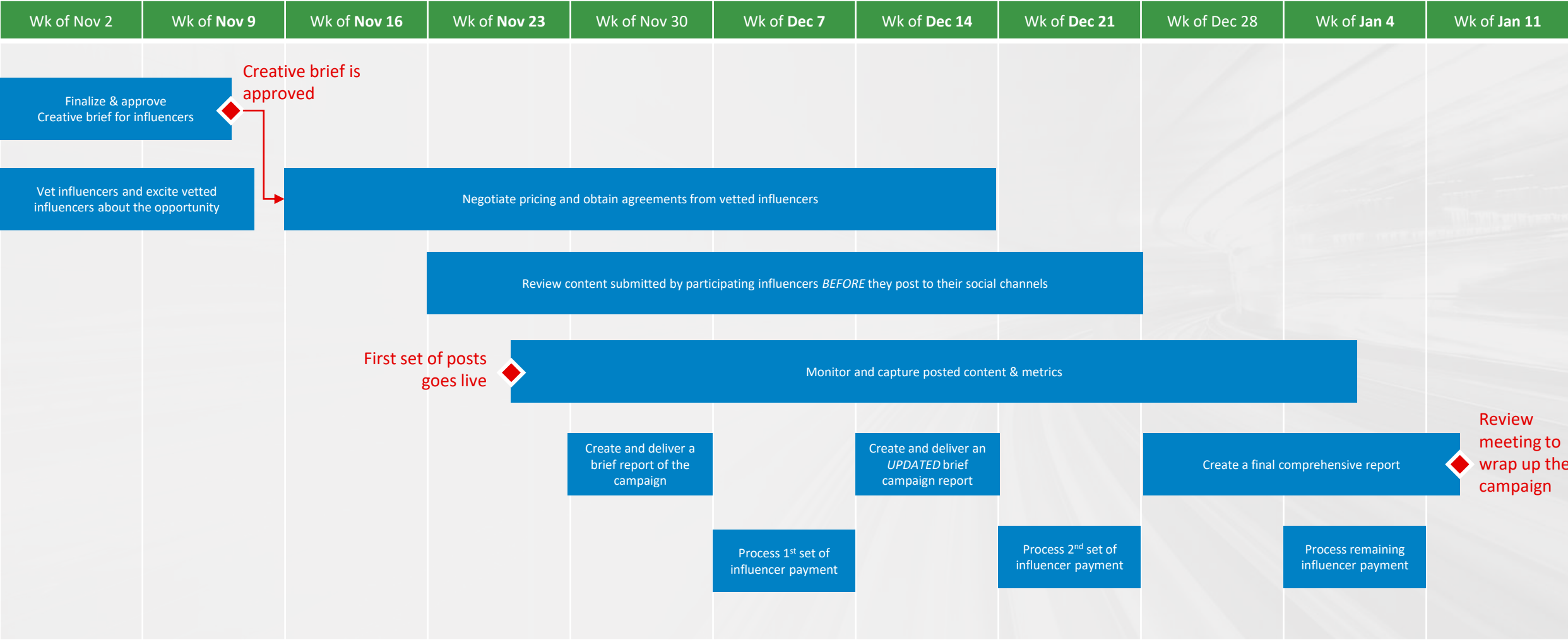


The Campaign Process



Proposed Timeline

Proposal is approved on Nov 1



Campaign Messaging



Campaign Umbrella Message

#MaskUpNJ

The residents of New Jersey are more than ready to go back to life as we know it. Everyone is eager to reunite with their friends/family and to create memorable moments with them, to go back to school full time in-person, to have gatherings, and to go out for a night on the town, etc. But in order to do so, we all need to work together to mask up, practice social distancing, not have large gatherings, and wash our hands

Local influencers will create and share content in their voice that will resonate with their audiences in New Jersey about the importance of continuing to use face masks, avoiding social gatherings, washing hands, etc. They will inspire others to practice these safety measures in order to save lives and to go back to normal safely.

Messaging Themes:

- Download the Covid-19 App
- How wearing a mask will help New Jersey return to *normal* and open-up more businesses and activities safely
- Tips for returning to school safely with a mask, social distancing & hand sanitizer
- How to wear a mask, including best practices of putting it on and taking it off
- When it is needed to wear a mask
- How wearing masks/face coverings is not just safe, but a great way to add that perfect pop of color to your outfit
- How wearing a mask is like a seatbelt; it keeps you and your loved ones safe
- How residents of New Jersey are in this together, and need to mask up together



**In the following slides, sample social tags were included to help bring the life the campaign.*

For the final campaign, please confirm the best tag to use.

Sample In-feed Post



I am so excited to be back at school! I missed my friends and even being on campus here in NJ, especially because this year has felt super long! To help with the back-to-school season, I am partnering with the [@NJDeptOfHealth](#) to help us all with some important safe practices so we can stay back to school.

Here are some steps I am taking - I'm wearing my mask whenever I leave the dorms and only take it off when I'm back. I also make sure to wash my hands pretty often and keep at least 6 ft from everyone else.

If you're back in school, what extra measures are you taking to keep everyone safe and [#SlowTheSpread](#) of COVID-19?

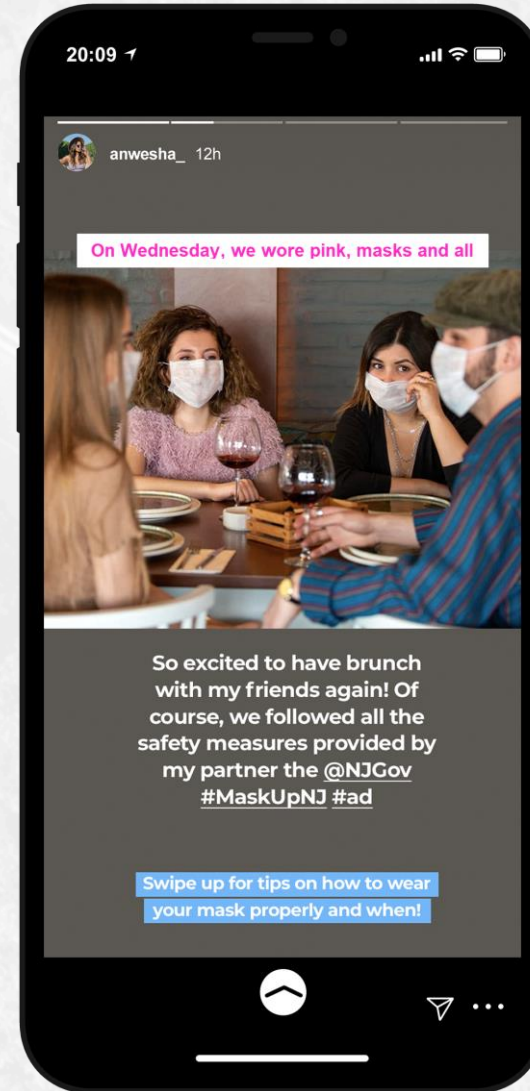
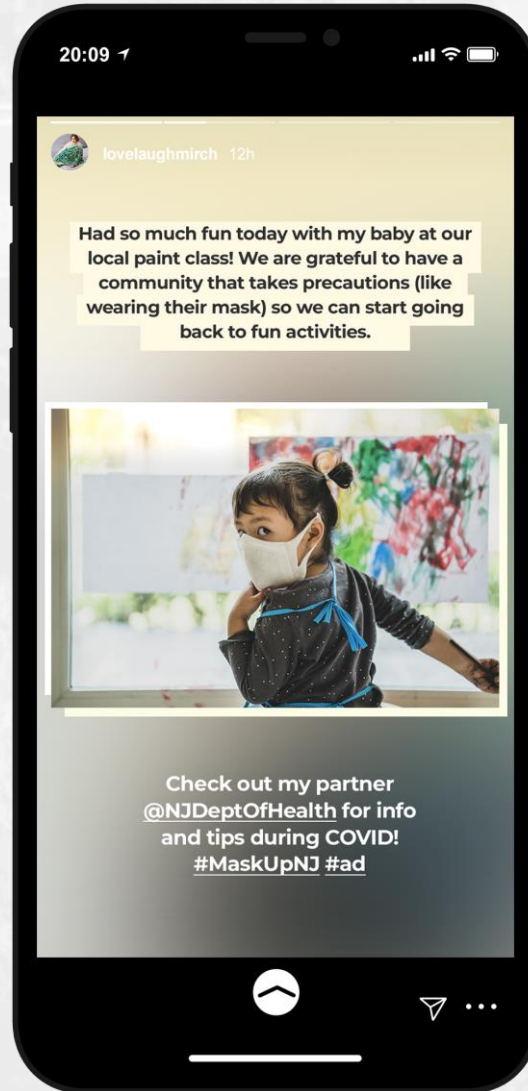
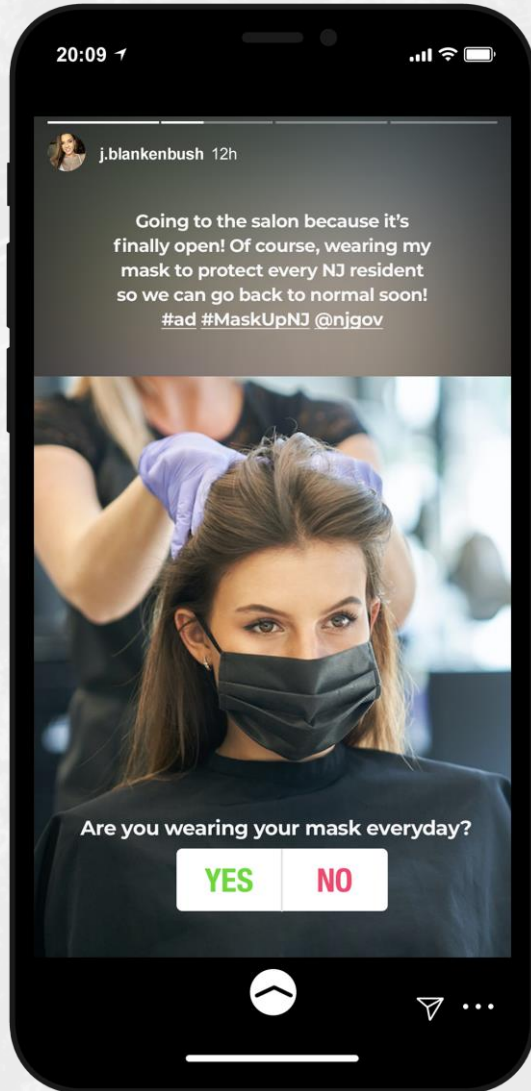
Check out <https://covid19.nj.gov/> for news on Covid-19 in our state and how you can help slow the spread, save lives, and help our state return safely back to normal. Download the contract tracing App!

Sample In-feed Post

Hey all, I am partnering with [@njgov](#) to remind you guys of the importance of always wearing a mask whenever you leave your house, yes even to the shore! I know cases are starting to come down, but now is not the time to stop wearing our mask. We have to keep it up. We still need to protect ourselves and each other, so please, please, please do your part and wear your face mask! Also quick education bit, it should cover your nose too :) [#MaskUpNJ](#)



Sample Instagram Stories



Sample TikTok Post



Caption

Remember to mask up y'all! Just like seatbelts and car headlights, masks keep us safe! And thank you [@choosenewjersey](#) for supporting this initiative and keeping us safe! **#Sponsored**
#MaskUpNJ

Text Overlay

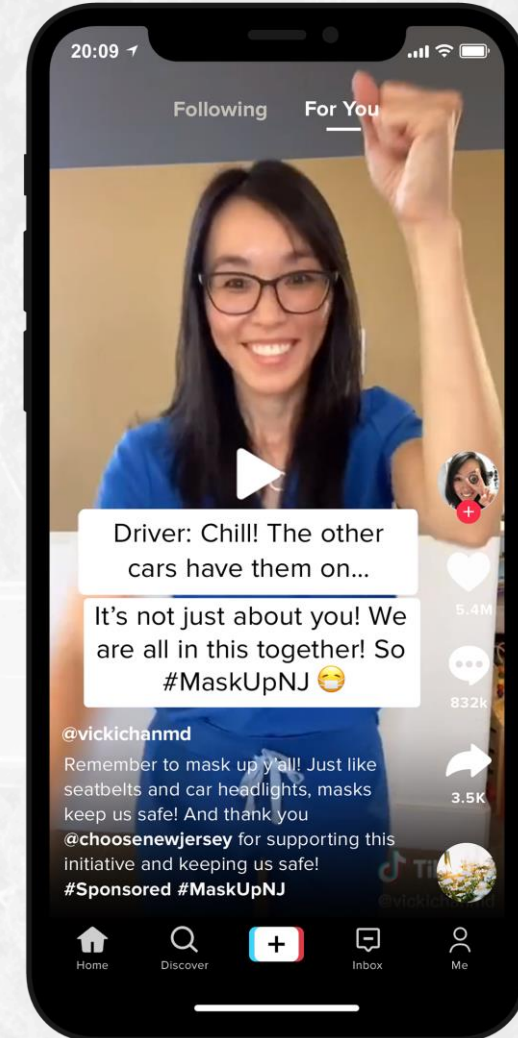
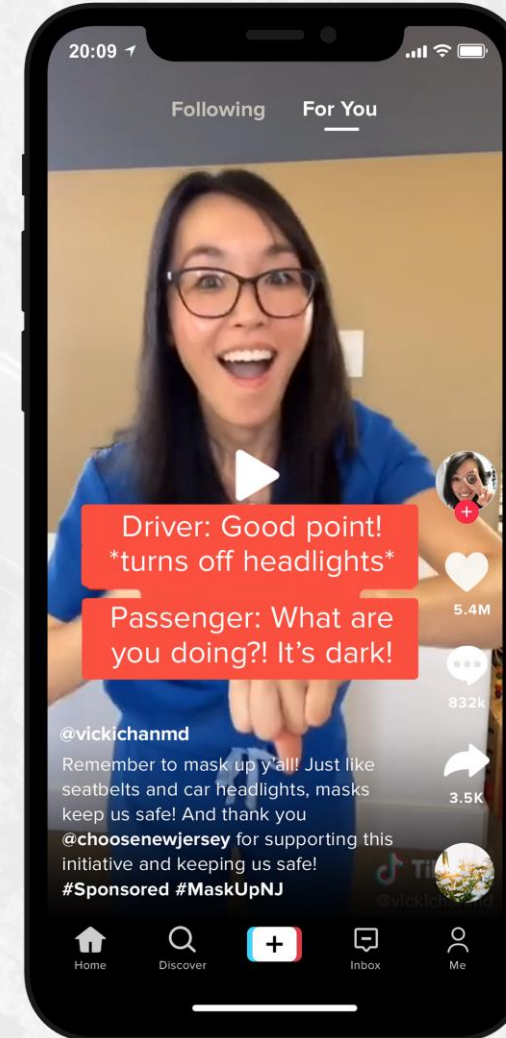
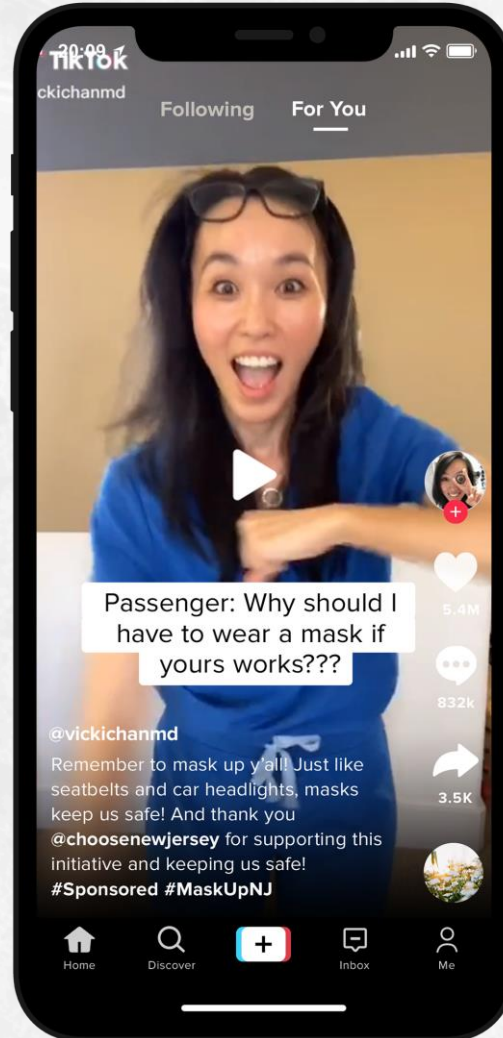
Passenger: Why should I have to wear a mask if yours works???

Driver: Good point! *turns off headlights*

Passenger: What are you doing?! It's dark!

Driver: Chill! The other cars have them on...

It's not just about you! We are all in this together! So **#MaskUpNJ** 🤝



Sample TikTok Post

Caption

Back to school must-haves! [#MaskUpNJ](#) [#Ad](#)
[@NJDeptOfHealth](#)

Description

Influencer shows her back-to-school haul of must haves, including of course her fun different facemasks and hand sanitizer.

At the end she will tell her audiences to check out [@NJDeptOfHealth](#) for more tips on back to school safely.



Sample Tweets

My kids went back to school and I'm so proud of them for taking the proper precautions to not only keep themselves safe, but their family, local teachers, and fellow students as well! **#MaskUpNJ** and learn more about school safe practices at <https://covid19.nj.gov/> **#ad @njgov**



My favorite Italian restaurant is open for patio seating! **#ad @Maggianoslittleitaly** has done a great job following the safety measures set by my partner **@NJGov** to keep us safe. Now for all of us to do the same! **#MaskUpNJ** and learn more at <https://covid19.nj.gov/>

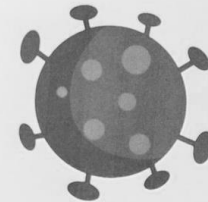


Partnering with **@njgov** to remind you guys that just as you wear your seatbelt when you get in a car, you should wear your mask when you leave your house! **#MaskUpNJ** Check out <https://covid19.nj.gov/> for updates on Covid-19 in NJ



Campaign Pricing

#YourActionsSaveLives



Campaign Pricing

\$1,000,000

Total fees discounted from
\$1.5M campaign fair market value

Guarantee of the following minimum:

500+ primarily nano and micro influencers

1,500+ social posts & stories

75M impressions (est.) across TikTok, Instagram, Twitter and Facebook, and more

11M+ audiences (est.) across TikTok, Instagram, Twitter and Facebook, and more

75% to 80% audiences under 40 reached (est.) across TikTok, Instagram, Twitter and Facebook, and more

General Structure

A mix of micro and nano influencers activated to generate organic word of mouth content that will maximize reach and engagement with New Jersey residents.

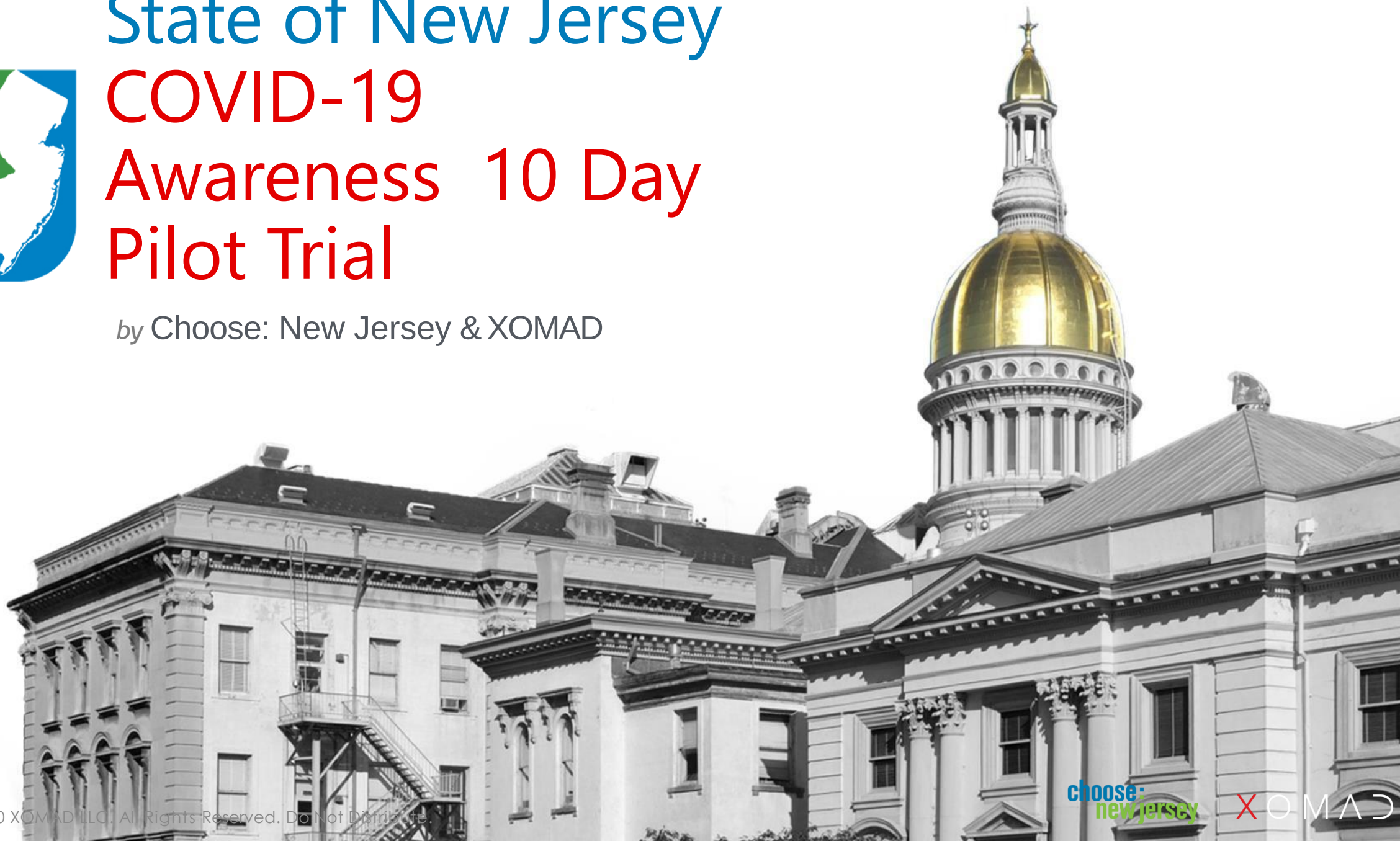
The pricing structure includes:

- XOMAD negotiates influencers to post on TikTok, Instagram, Twitter, Facebook, and more.
- Posting period will be 8 weeks long.
- Nano influencers: 1K-10K followers
- Micro influencers: 11K-150K followers
- Choose New Jersey & XOMAD will coordinate all influencer details.
- Choose New Jersey & XOMAD tracks impressions and monitors all posts.
- Program price includes all influencer expenses and all Choose New Jersey & XOMAD fees.



State of New Jersey COVID-19 Awareness 10 Day Pilot Trial

by Choose: New Jersey & XOMAD



#MaskUpNJ Campaign

Within 10 days of campaign start

5.9M+

Impressions/Views

399+

Posts + Stories

4.18%

Instagram
Engagement

552K

Comments, likes & shares
on IG, Facebook, Twitter, &
TikTok

100+

Trusted content
creators based in NJ



avagisellecollection yesss thank you for sharing this people still don't get it! lets keep each other safe ❤️



melaniesutra Thank you for spreading awareness! I just downloaded the same app for NY and it's sooo helpful! 🌟



thekurtalady I like your mask and this is an important reminder ! Can't let our guard down



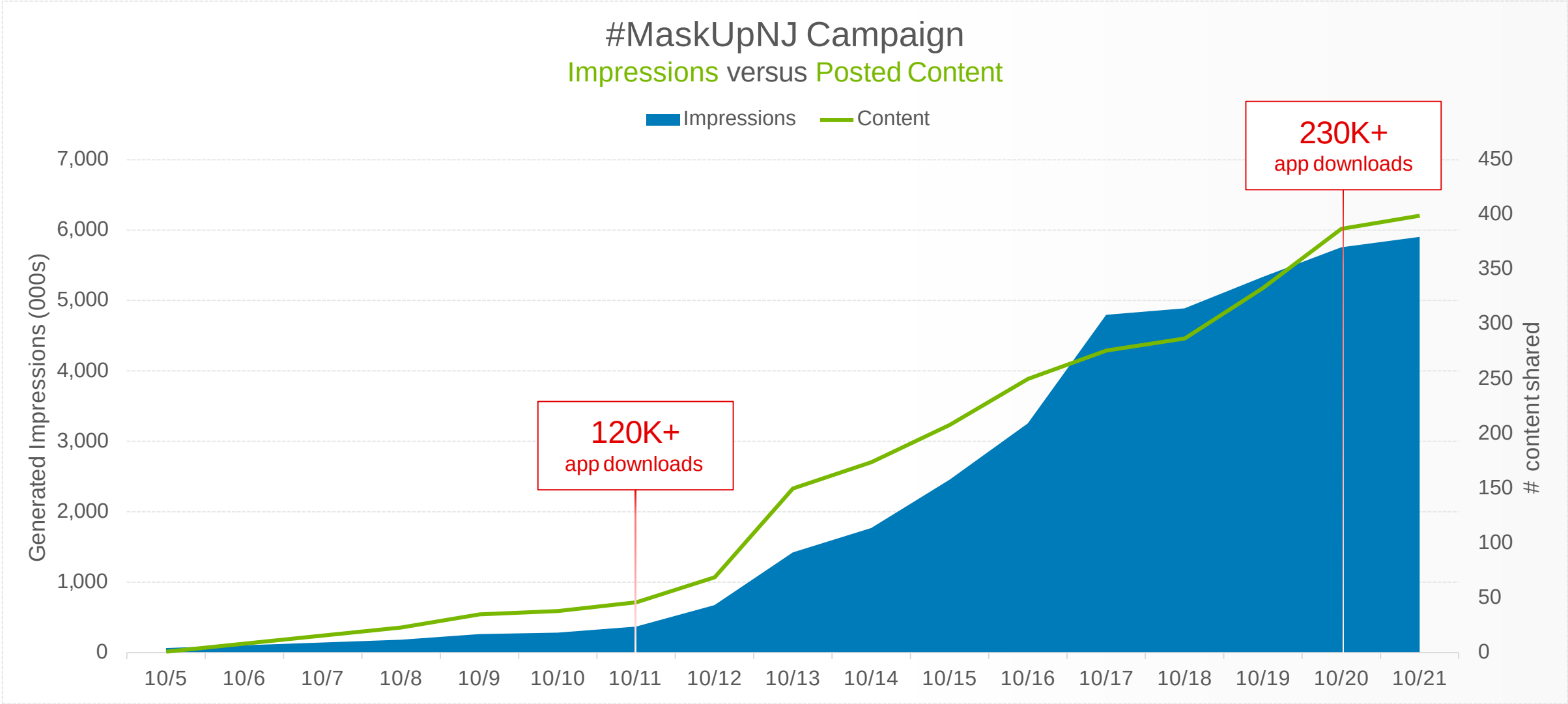
the_hastag_mommy Thank you for the information, will download this app 🤗🤗



brownaccountantmama What a great initiative ! Thank you for spreading awareness of this very important cause 🙏



The Campaign Helps Drive COVID19 Alert App Downloads



Sample Campaign Related Comments

-  thatsbriannab Oooo definitely downloading the app!!! I appreciate this message so much! And love the shot 🥰🥰
-  burritoandtortilla AHHH we love this and that you two love NJ as much as we do now ☺️ it's so important we don't lose speed now and continue to take precaution! Europe and Canada have already started closing back down 🙏
-  nothingbutlovehere Love the msg being spread ! We all need a little reminder here and there in all states ❤️
-  27travels Love this guys! What a cool collab! and yessss wear ya damn mask! 🥰
-  mydosdads Thank you guys!! This message is so needed across all states
-  mercs1stfan Gonna check out app now 🥰🥰
-  melissa_laplante5 Yes! It's such a simple act to help protect others and ourselves 💜🥰
-  makeitbump Thank you for using your platform for good bro. 🙏
-  flecksoflex That's so great that there's an app to help people stay informed!
-  fitnessanddonuts The app sounds helpful - downloading it!!
-  kylie.morgan YES YES and YES 🥰 #MASKUPNJ 🙏
-  dominickq First of all, that coffee looks 🥰 Second, I love the thoughtfulness of you masking up when servers come over. I will follow suit 🙏
-  melaniesutra Thank you for spreading awareness! I just downloaded the same app for NY and it's sooo helpful! 🌟
-  sweetsnauerfirsties So important to WEAR THE MASK!
-  isaknows Also the importance of wearing a mask is incredible 🥰 Thank you for speaking on this!
-  elyseinwonderlandd These tips are wonderful thanks for sharing fellow new jersey girl 🥰❤️❤️
-  letscapesomewhere This is such an awesome reminder! We have to be responsible citizens in times like these. 🙏
-  detroitbedhead Yes!! Love this post! So necessary as the cold weather comes in!! 🥰🥰
-  k.a.r.i_l.a.n.e Thank you for sharing! Everyone please wear a mask!!
-  annwhitted.photography If every American did this we would be so much better off! Thank you for setting such a positive example. 🥰
-  styleintheffy So important! Thank you for being on the right side of history! 💙
-  meganzarcone Oh wow! What a great app!
-  mpmarquesus Great post! Love your picture and as a NJ resident I thank you for doing this 🥰💙
-  the_hastag_mommy Thank you for the information, will download this app 🥰🥰
-  blondefashionista Thanks for sharing- I'm a jersey girl too and I hope things can change soon and get to a better place ❤️
-  vanesamarianaa_ Sounds like a useful app!
-  madinnson People (me including) are so over with this pandemic, we kinda start being less diligent with safety measures. It's a great reminder!
-  gracesonde_ Thanks for spreading awareness. Wear your masks ppl!!!
-  styleteachcreate Yes to this! I've been using my Covid alert app. Love the color of your mask! ❤️
-  _mynameismama_ Yes! Masks on! We never leave home without them!
-  loveinsmallspaces_ All great advice. Now if everyone would just listen to it
-  melanym.fit Wearing a mask is so essential in slowing the spread but not a lot of people get that 🥰
-  lah_ti Yes!!!! This is a great reminder to protect yourself and others 🥰 #slowthespread
-  meghajain.megs Thanks for the reminder , much needed when numbers are going up again
-  jesslitrass Yess love this 🥰 So important to continuously remember that we are still in a pandemic.
-  _walkcatwalk_ It's so important to respect all these rules 🙏 great post
-  monisha.r Let's do this! Wear mask 🥰 maintain social distancing & stay safe ❤️
-  jeanstjohn Yes 🙏 we all have to do our part!!
-  dariitza10 🙏🙏🙏🙏 #JerseyStrong

Sample Content & Comments



Content



anjalibhandary • Follow
Paid partnership with choosenewjersey



anjalibhandary #ad
Hey Guys, I am partnering with @ChooseNewJersey to remind you the importance of wearing a mask whenever you leave your house. Be it to the near by local store or a super market, having a mask on always helps to prevent the spread of covid-19 and protect our community. Now that things are getting better, do not let your guard down and lets strive in attaining complete normalcy.

In order to achieve this lets continue to follow the below measures:
 Always wear a mask
 Wash your hands often and use hand sanitizers
 Follow social distancing and avoid large gatherings

Also to keep yourself informed with the latest covid updates, I would request you all to :
 •download the Covid Alert NJ app.
 •visit website <https://covid19.nj.gov/>

Link in my bio for more Info.
 #sponsored #MaskUpNJ
 #SlowTheSpread #ChooseNewJersey
 #NewJersey #JerseyCity #JerseyCityNJ



483 likes

5 DAYS AGO



pocketful0fhope Absolutely!! So important to continue wearing our mask!!!



kvvstylish It's very important to wear a mask, I agree @anjalibhandary 🙌



basways That mask is so beautiful 🥰🥰🥰 and yes, it is still so important to wear one 🙌🙌🙌



avagisellecollection yesss thank you for sharing this people still don't get it! lets keep each other safe ❤️



4evablackadeshi Beautiful mask for flower shopping! ❤️ I saw that Europe has ticked back up due to opening - I wish people would realize that if we all just followed the rules, we'd be over this already 🙄



lifestylewithsiri So agree! Very important



monisha.r Let's do this! Wear mask 🙌 maintain social distancing & stay safe ❤️



everyday_in_sydney Such a good post! This is so important right now 🙌



sassy_wandergurl Mask has become such an important thing



wanderingunicornn you look fabulous love ❤️ and wearing a mask is important ❤️



palli_viii Yes !! It's important to Wear mask 🙌 stay safe 🙌



just_trish_style It's so important to wear masks 🙌



chicstylecode Such a thoughtful and pretty post babe 🙌 love it



lavieenitaly So pretty love your mask too ❤️



thekurtalady I like your mask and this is an important reminder ! Can't let our guard down



kittyriz Thanks for spreading such an important message.



shadesofsweta Such a cute mask! Thanks for the reminders 🙌



platedpixiedust Yes wearing a mask is so imp! That's why my pumpkin fall decor says that too 🙌



sakshi_1394 Trendy masks is the new normal ❤️❤



navreen.sidhu Great reminder to stay safe! 🙌❤



meghajain.megs Thanks for the reminder . much needed when numbers are going up again



reenaborkar Such important reminders 🙌



sallyrousso This pic is so beautiful and wearing a mask is a sign of love 🙌🙌🙌



anchu_salian Yes mask is important ❤️



hippie79 I always wear my mask so important

Content



simosstyle Great recommendations, dear ❤️ Unfortunately so many people are ignoring this 😞



elyseinwonderlandd These tips are wonderful thanks for sharing fellow new jersey girl 😊❤️❤️



letsescapesomewhere This is such an awesome reminder! We have to be responsible citizens in times like these. 🙏



dearviola And you said it all now 🙏❤️ have a love week ❤️😊



brown.eyed.flower.child • Follow
Paid partnership with choosenewjersey Ridgewood, New Jersey



brown.eyed.flower.child Spread love and kindness, not germs! #sponsored ❤️

.....
To my fellow New Jerseyans, I care about you, I care about your safety, I care about your job, I care about your loved ones. That is why I am partnering with @choosenewjersey to share some important and safe practices so that our state could return stronger than ever! Below is a list of practices I have been following to keep myself and those around me safe:

- Wearing a mask!!! (Whenever I am around others in public.)
- Social distancing, not attending large gatherings/parties/celebrations that draws heavy crowds.
- Sanitizing my hands when I am out in public and washing them when I get home or if I have access to a restroom.
- Keeping my surroundings and belongings clean by spraying my phone and purse, washing my clothing right away and cleaning my hands after I open a package or mail.
- Continuing to eat healthy, stay active and get fresh air.
- Checking the Covid Alert NJ app for updates, information and exposure notifications.

Wearing a mask helps everyone physically, mentally and financially. Ps. It is useless if you're wearing a mask that doesn't cover your nose! We need to stay vigilant and #maskupnj . Let's be the change our state needs.

2d



Liked by chelsealeighdamon and 468 others



jazwanderlust It's important to safe practices to show we care for one another!



brisbanefamilyexplorers Great message ❤️



blondiewanderlust Yes yes yes 🙏 you're so right to share about this!



thecarryonchronicles Love that you're partnering with them to spread this important message 🙏



itsdenisecas Yes yes yes to all of this 🙏🙏🙏❤️



jesslitrass Yess love this 🙏 So important to continuously remember that we are still in a pandemic.



walkcatwalk It's so important to respect all these rules 🙏 great post



everydaykrista_ I love this! Choose "enter any state province or country here" these practices would be more than beneficial everywhere! And wearing a mask is so easy to do! Thank you for sharing! Love the caption spread love and kindness not germs! ❤️



inspiremyfancy I'm so with you Taylor!! I always wear mask when I'm out ❤️❤️



love.christina.xo Yes wear a mask!



kim.bella.deer Great photo and great message ~ it is so important for everyone to take these simple protocols to keep our state safe and healthy ~ thank you for this strong message ~ love you, mom xoxo



settleinabroad Love this. It's so important to keep the conversation going about staying safe during COVID, especially during our travels 🙏



mona_look_book Great tips Taylor and thank you for sharing these ❤️



bulbulonthewing These tips need be a constant reminder 🙏❤️



toronto.vs.world Absolutely! Thanks for sharing all these tips !



acouplescalling It's so important to look out for each other!



thebeautifuldetour Such a cool partnership and important message, Taylor!! 🙏❤️



classroom.couture Masks are so important!! Love this



blushandwander I love the fact that you are inspiring people to wear a mask! ❤️



sysaystyletalker Yes, thanks for spreading the awareness 🙏



thewinninghills Such important reminders to keep everyone safe 🙏



jeffacrosstheworld I'm really glad Maryland has a mask up policy in place, it does make me feel safer going out to shop for essentials(alcohol and groceries, in that order)



nicolepwhui So important to wear a mask in public places to keep yourself and others safe !!



brunettetravelista I love this and it's a very important message



aworldtolive Great tips 🙏 this definitely has to be a team effort



greatwanderlust Hahah so true 🙏 And great advise! So important we take care of each other



miscgyan This is such an important message!! Thanks for sharing 🙏



kristyn.was.here Great synopsis about how to stay safe and healthy!



onehangrytraveller The prefect mask



cmenthtravel Such good tips and advice Taylor 🙏

Content



poohslifeblog_ • Follow
Paid partnership with choosenewjersey New Jersey

poohslifeblog_ 🍁 Fall is here in NJ and who doesn't love fall???
#sponsored

Yes, I know we all love fall and waited along the year to enjoy the fall. But this year's fall season is quite different. #maskupnj

I have teamed up with @choosenewjersey to remind you all that while enjoying the fall season

- 😊 Wear your Mask
- 🧼 Wash your hands often/Use Hand Sanitizer
- 📏 Social Distance
- 🚫 Don't hold/attend large gatherings
- 📱 Download the Covid Alert NJ app

The app provides exposure notifications, has Covid-19 updates, helps you monitor your symptoms, and has a lot more info and guidance so we can curve this pandemic.

It help us to #slowthespread covid-19

Check out the link in my bio to download this app

281 likes
1 DAY AGO

mynameismama Yes! Masks on! We never leave home without them!

myafterbod We can still enjoy the fall while wearing mask. Thanks for the reminder. ❤️

newstylemom Thank you for the sweet reminder

skinnylattemommy Yes! This is important!

detroitbedhead Yes!! Love this post! So necessary as the cold weather comes in!! 🍂🍂

sakan_g_m Yes.. We are now all set with new normal life ❤️

parvmarrero I love this
18h 1 like Reply

melissa_laplante5 A very important reminder 🙏

littlehumblings Hope you enjoy the fall and stay safe!

pinkflower.goswami Stay safe everyone

the_hashtag_mommy Thank you for the information, will download this app 🙏🙏

vanesamariana Sounds like a useful app!



poohslifeblog_ Follow

200 posts 5,086 followers 968 following

Pooja Goswami | Motherhood
🌟 Daughter-Wife-Mother ❤️
🌟 Lifestyle | Family | Motherhood | Parenting | Travel Lover | Amazon Influencer 🌈
📍 NJ, NYCINUM 🏡
#njmom
covid19.nj.gov/pages/app

Content



msgracegold • Follow

Paid partnership with choosenewjersey



msgracegold #MaskUpNJ!

Supporting our small businesses is more important than ever. To help us shop and sip safely, I'm partnering with @ChooseNewJersey to remind you of safe practices to help us get back to our favorite places. I wear my mask when I get lattes and meals, including when I order at a table and talk to service workers. I carry travel size hand sanitizer in my handbag or pocket and keep 6 feet from others. I also downloaded the Covid Alert NJ app to be alerted if I was possibly exposed, so that I can quarantine and keep others safe. Check out <https://covid19.nj.gov/> for the latest updates on Covid-19 in NJ. Let's slow the spread, save lives, and help NJ return stronger! 🌟 #ad



bossmomliving Wearing a mask is so important right now 🙏



deaniethyogini ❤️❤️❤️❤️ love this. Such an important message



detailsanddiamonds This is so true and it's so important to wear a mask! ❤️



our.blog.life Fabulous! I love that you are doing this ❤️



myglowjourney Thank You For doing This ❤️ Let's Keep each other safe



faithfueledmom • Follow

Paid partnership with choosenewjersey
Riverton Health and Fitness Center



faithfueledmom #Sponsored Here we are 8 months into this pandemic and we have new realities. One is to protect each other and live and resume some normalcy of our lives. To do both we need to #MaskUpNJ because together if we are vigilant we can protect ourselves and each other.

Although I wish we could go back to the way things were before this pandemic right now we have to take precautions so hopefully we can return to "the way things were." I teamed up with @ChooseNewJersey to share tips to help keep NJ residents safe.

❤️ Wearing a mask when we are out in public

❤️ Practicing social distance when we encounter each other

❤️ Hand washing often/ using hand sanitizer

❤️ Refraining from hosting and attending large gatherings

To name a few. It's one of those things that we have to keep in mind just like wearing a seatbelt in your car. It's for everyone's safety. Something else you can do is download the Covid Alert NJ app.

Being aware can protect everyone with the app. The app is a great tool and resource that will provide exposure notifications, has Covid-19 updates, helps you monitor your symptoms, and give you information and guidance so we can curve this pandemic.

Check out <https://covid19.nj.gov/> for more info on the app and how you can help slow the spread, save lives, and help our state return safely stronger. Post in partnership with @ChooseNewJersey



289 likes



fitnessanddonuts The app sounds helpful - downloading it!!



209 likes



laurettamylove ❤️🙏 Excellent! 🙏 Doing Your Part to Stop the Spread 🙏 Sending Blessings of Love & Great Health Beautiful Grace 🙏🌟🌟🌟🌟



truetrae So important - thanks for sharing!



dominickq First of all, that coffee looks 🤩 Second, I love the thoughtfulness of you masking up when servers come over. I will follow suit 🙏



freetob_designs My favorite 🤩 shop! 🙏



parentingwithmigraine Thank you so much for being safe and doing your best to keep the rest of us safe!!! We also do everything we can to follow the rules and wear our masks, stay 6+ feet away, and stay home if we can! Also love your mask!!!



catherine_zaina Love the mask ❤️



signedm.eegan No one WANTS to wear a mask ... but we ALL WANT this pandemic to pass! #wearadamnmask ❤️



heatherkrystine Yes! I love this so much! We all need to be safe!



flecksoflex That's so great that there's an app to help people stay informed!



blondefashionista Thanks for sharing- I'm a jersey girl too and I hope things can change soon and get to a better place ❤️



k.a.r.i.l.a.n.e Thank you for sharing! Everyone please wear a mask!!



springbostic Such great tips! I feel like no one is wearing one anymore here. I am mostly, but doesn't help when no one else wants to.

1d 1 like Reply

Hide replies



faithfueledmom @springbostic keep doing your part despite the majority

Instagram Content



mattandlouie • Follow

Paid partnership with choosenewjersey
Jersey City, New Jersey



Who says you can't have fun while also staying safe? 😊 We are so proud to partner up with @ChooseNewJersey. We love New Jersey (our new home state!!) and the people in it — we've all been extremely proactively safe these past few months, but we have to make sure we do not lose sight now.

This is a friendly reminder to #MaskUpNJ — make sure to always cover your face, social distance wherever possible, avoid large gatherings, wash your hands, and download the new COVID NJ alert app.

Check out the link in our bio for more info on the COVID NJ alert app to learn more about slowing the spread and monitoring any symptoms.



mattandlouie

Follow

642 posts 18.9k followers 3,197 f

Matt & Louie • he/him

Engaged couple trying to make the world a more loving, accepting place 🌈👁

Jersey City

Download the NJ COVID-19 at:
covid19.nj.gov



mydosdads Thank you guys!! This message is so needed across all states



burritoandtortilla AHHH we love this and that you two love NJ as much as we do now ☺ it's so important we don't lose speed now and continue to take precaution! Europe and Canada have already started closing back down 🙏



nothingbutlovehere Love the msg being spread! We all need a little reminder here and there in all states ❤️



27travels Love this guys! What a cool collab! and yessss wear ya damn mask! 😊



Liked by xomad and 367 others

OCTOBER 13



madinnson • Follow

Paid partnership with choosenewjersey
New Jersey



#Sponsored I know, I know, so many of us are fed up with the way 2020 is going. It seems like the cases are somewhat decreasing and we can slowly start enjoying things as we used to but today I want to plead to all my friends on this platform, especially those from Jersey: it's not the time to stop wearing masks!

I am partnering with @ChooseNewJersey to remind you about the importance of continuing using masks to keep everyone safe. Keep washing your hands, social distance, and avoid large gatherings. Download the Covid Alert NJ app to stay informed and together we will get through this! #MaskUpNJ



425 likes

7 DAYS AGO



weekendfamgoals It's so important for sure 🙏🙏



abstractsmile Loving this mask!! And yes to this message!! ❤️



katharine_vida_gonzalez So pretty!!!! So glad your using your platform to spread awareness



thefamilysimon Yes to this!!! Important message. Love this mask too.



kylie.morgan Stunning 😍 love the mask and love that you are working with @choosenewjersey to spread this message! 🙌



gracesonde_ Yess masks on!

1w 1 like Reply



thatsabriannab Oooo definitely downloading the app!!! I appreciate this message so much! And love the shot 🥰🥰



beautifullybeingmom 🙏 We will be masking up

Content



shetakesontheglobe • Follow
Paid partnership with choosenewjersey New Jersey

shetakesontheglobe #ad happy Tuesday!! I am partnering up with @choosenewjersey to remind you all how important it is to continue wearing a mask when social distancing is not possible!

ALSO!! don't forget to:

- wash your hands often
- social distance
- and for my fellow New Jersey people, download the Covid Alert NJ app for continuous updates on covid!

We're all in this together! #maskupnj @choosenewjersey

Check the link in my bio or story for more info :)

991 likes

- emikfabian It's so important to wear a mask! Love this ❤️
- saltykiss_ Yes girl! 🙌 Thanks for sharing this!!
- angelica.christinee Yes!!! Please. Gotta stay safe 🙏
- somuchmore2see These are all really important reminders 🙏
- the.wanderlustingblonde Yes great message girl 🙏🙏🙏
- theblondieinquirer We must wear it for everybody's safety! ❤️



theqii_tofitness • Follow

theqii_tofitness sponsored ❤️ Wear a mask. Wash your hands. Social distance.

I've partnered with @choosenewjersey to send you a friendly reminder to that the pandemic is NOT over! Wear a mask! 😊 . In New Jersey we are required to wear a mask everywhere in the mall, the gym, restaurants - you name it! I put my best effort in by always wearing my mask, washing my hands, avoiding large gatherings and social distancing!

Are masks required where you live? What are you doing to help #slowthespread?

New Jersey people- you can download the "COVID NJ alert" app to stay up-to-date on the latest COVID related news and cases in your area!

#maskupnj #slowthespread

7,956 likes

- melanym.fit Wearing a mask is so essential in slowing the spread but not a lot of people get that 😊
- lah_ti Yes!!!! This is a great reminder to protect yourself and others 😊 #slowthespread

kiandra_janae @theqii_tofitness thank you for spreading safety and positivity in our town! Super important, especially right now

- linsay_setzer Hamilton native 🙌 Central Jersey represent!
- kiandra_janae Trenton, NJ ❤️
- tlc_2002 Hey you are in my City 🙌

Content





groarkboysbbq ✓
Matt Groark · 5d ago

[Follow](#)

I need my Wing Wednesdays back!@ChooseNewJersey
#MaskUpNJ #ad #groarkboysbbq

🎵 Theme from "The Andy Griffith Show" - TV Sounds Unlimited

 12.7K  218

Share to    

- 

user2285952484222
this made me cry for some odd reason. Probably because someone not wearing a mask made me miss the last two weeks of my dad's life
4d ago
- 

Mehki51ongard
I'm in nj tooo
4d ago
- 

user2285952484222
By someone who was careless and exposed me causing me to have to quarantine. MASK UP!!
- 

Gucci bucket hat
Central nj gang
- 

Tony Conrads Kitchen
Thanks for sharing this important message! #maskup
- 

Offcourseee
Yessir 🙏🙏
- 

Tara "T" Ippolito 💜 ✓
Mask uppppp
- 

Chimichangas
Nj gang wya

- 

Chef Ryan Peters
Yes brother! 🙏🙏
- 

Jerry Yguerabide
Don't know how many times I'll say this to you... mad respect 🙏
- 

Μαρκελλος Παπαφίλιος
my respect 🙏🙏🙏🙏🙏
- 

Liam Hestero
Totally agree
- 

Antonio DeMarco
I'm from Jersey to
- 

Glow919
Yes let's mask up New Jersey🙏🙏
- 

Monkey
NJ GANG WHERE YOU AT 🙏🙏
- 

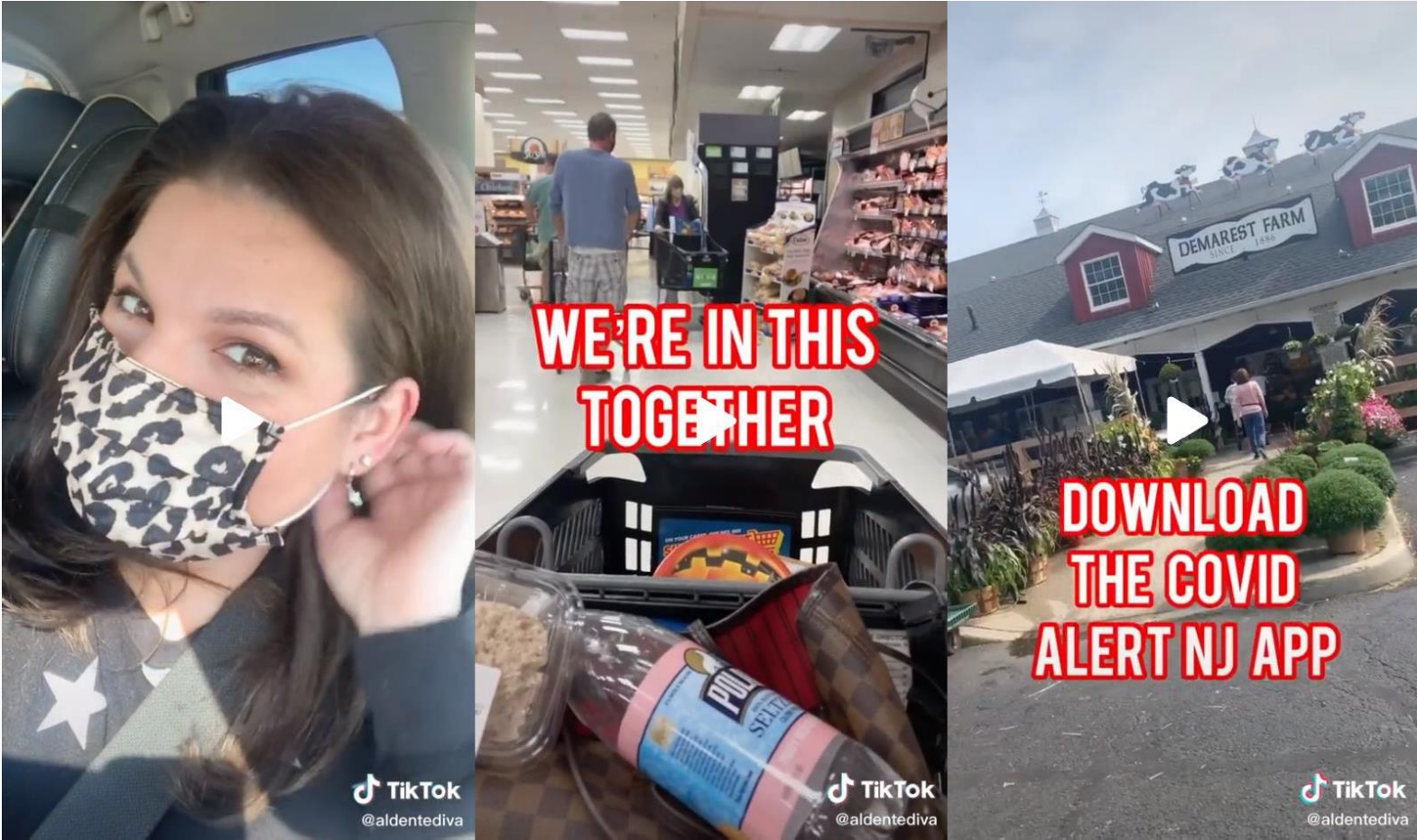
Konner Plummer
SOUTH JERSEY GANG WYA
- 

God first 🙏🙏
New Jersey gang wya 🙏❤️
- 

Ricky Eisenhower
JERSEY GANGGGG
- 

user2112732887752
south jersey gang

Content





aldentediva ✓
Tara "T" Ippolito - 6d ago

Follow

Partnering with @chooseNewJersey to help #slowthespread of Covid 19. #maskupNJ and keep our state safe

🎵 The Big Day - Alex Arias & Alexander Julius Wright

 1638  86 Share to    



Kim Tran-Rivera
I agree. I love Demerest farms. It's like a hop skip and a jump from my home 🏡🏡🏡



Yeah Baby
Jersey baby!



Jessica Porter
Thank you for doing this!



GG Chow
Ty for the message! The very least we can each do is to mask up.



Graciela Ingold
Agree 🍷 Let's keep us safe Jersey!!!



Erica
Yes I agree! Mask it or casket!



bouzal.beth
👍👍



Amaya Beebe
Thanks for this video!



Erica Kuiper ✓
YESSSSSSSS 🤔🤔🤔🤔🤔🤔🤔



Lvl811
👍👍👍 thank you

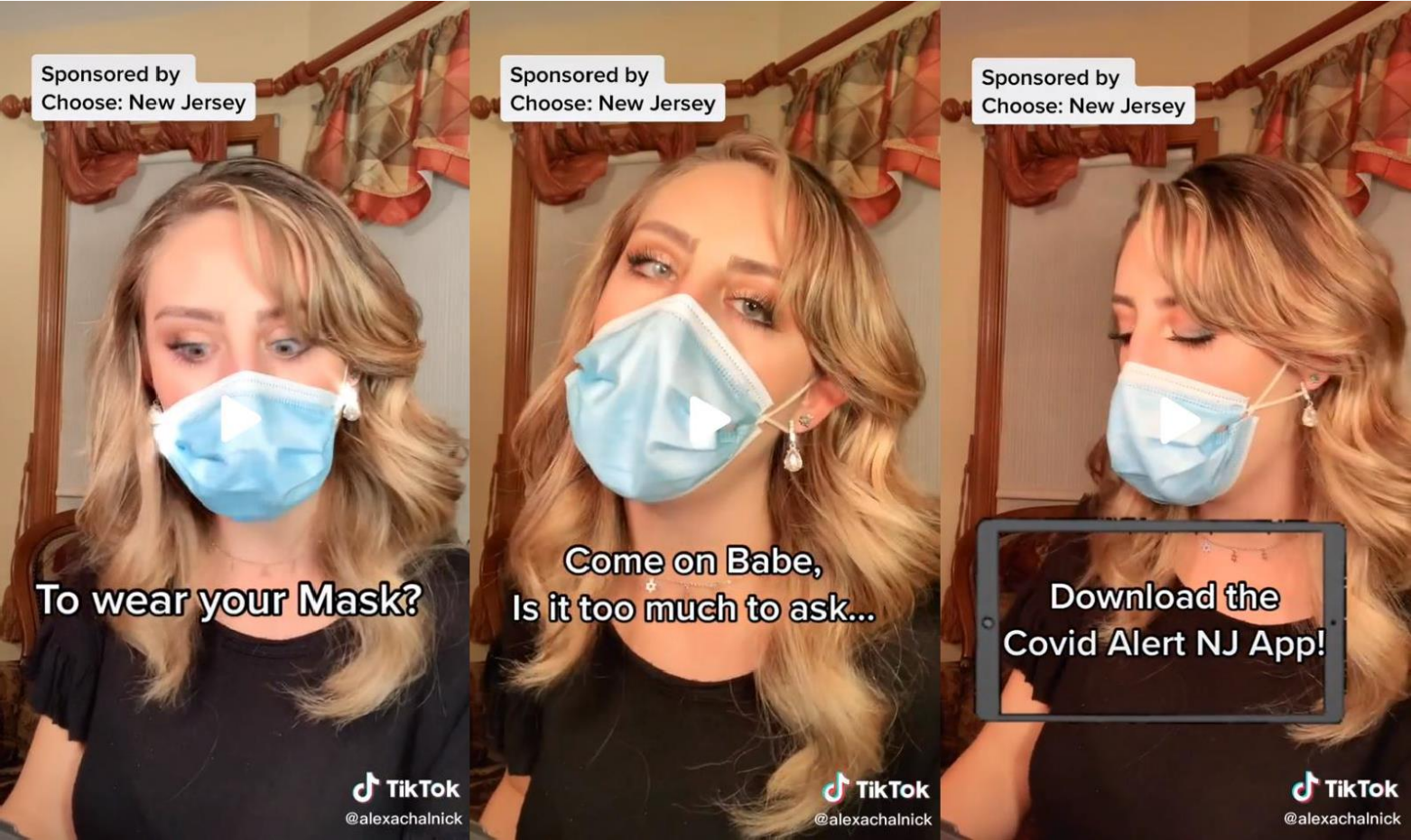


Party girls
Loved seeing your family 🤗🤗🤗. If everyone would mask up we would be almost done with this 🙏



allyson
Jersey + ShopRite for the win!

Facebook Content



**alexachalnick**
AlexaChalnick · 1d ago

Follow

So happy to be partnering with ChooseNewJersey to help spread the word! 💙👤 #MaskUpNJ #Ad #WearYourMask #SlowTheSpread #MusicalTheatre #TheatreKid

🎵 original sound - AlexaChalnick

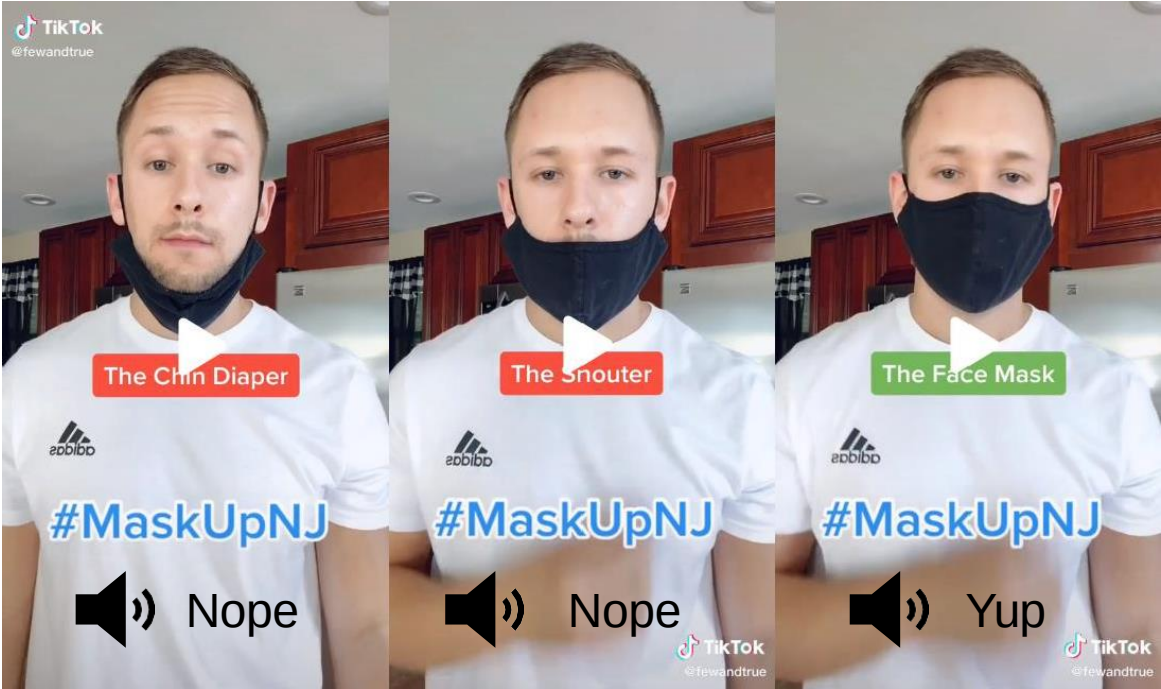
 13.8K  159

Share to    

- **Bad_Cosplayer_duh**
If she can sing and play piano with a Mask then SO CAN YOU
22h ago
- **Micaela**
playing this for my school 😊
22h ago
- **Not Tyler**
WAIT UR FROM JERSEY ?!?! also the cabaret is sending me
13h ago
- **Mark Quackenbush**
the NJ content I LOVE to see
13h ago
- **Jack Cleary**
I'm obsessed with this! 😊
15h ago
- **Via**
This is ICONIC!! LOVE IT
18h ago

- **mp4.rexvs**
YES ALEXA LOVE THIS MESSAGE!!❤️
24h ago
- **Allie**
oh my gosh Alexa this is fantastic <3 #homenj
20h ago
- **Jaden Levine**
Sings flawlessly with a MASK on 😊❤️
21h ago
- **aitch76**
South Jersey pride bby WOOO mask up
20h ago
- **Hannah**
Hold up your from New Jersey?!
6h ago
- **Tyrena Carmen**
Please wear a Mask!
21h ago

Influencers' Content



fewandtrue
Mike · 1w ago

[Follow](#)

#ad Mask Wearing 101 - Would you pass this course? 🙄 Cover up and control the spread of #Covid19 @ChooseNewJersey #MaskUpNJ

🎵 original sound - Red Bull

❤️ 366 💬 9

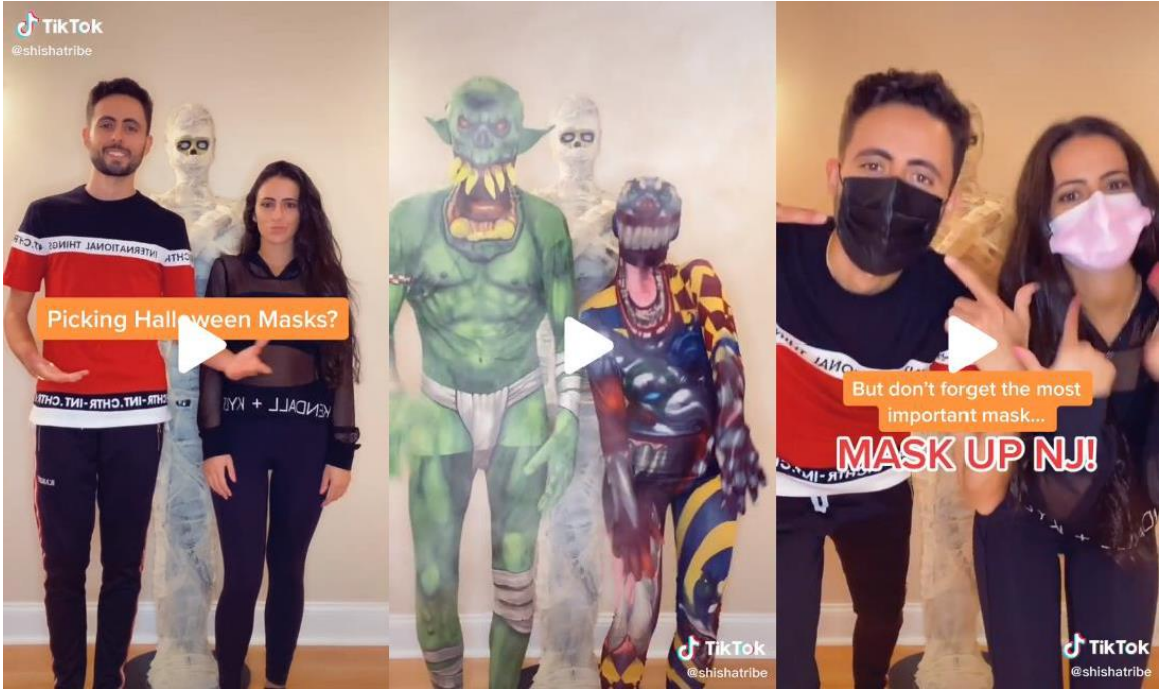
Share to



Andrea Bruzzese
Such a simple thing yet people refuse to do it!! Glad to see you're spreading the word. Hi from NYC



JamOsmama
Jersey here!! My 2 year old wears a mask with no complaints. But then you have a bunch of adults whining. Suck it up and put on your mask.



shishatrive
Michael Mellul · 1w ago

[Follow](#)

Stay safe this Halloween and #MaskupNJ 🎃 and thank you @choosenewjersey for supporting this initiative and keeping us safe! #ad #sponsored

🎵 Overwhelmed - Royal & the Serpent

❤️ 320 💬 12

Share to

Influencers' Content



 **caitlynwarakomski**
Caitlyn Warakomski · 4d ago

Follow

a mask for every outfit ❤️ which is your favorite?
@choosenewjersey #slowthespread #maskupNJ #ad

🎵 **ETRO** Get a look - Etro

❤️ 1885 💬 32

Share to    

 **zoemontee**
Love a safe queen!! Such a weird new way to have fun with accessories but not complaining

 **Cool**
NJ IS KING 🏰👑

 **Hi**
Wait ur from NJ if I am to



 **codenamejesse**
Jesse Hill · 4d ago

Follow

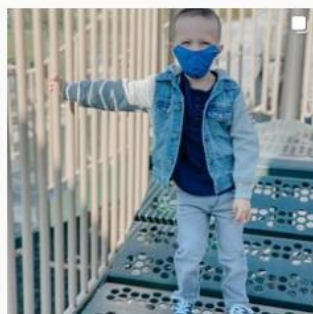
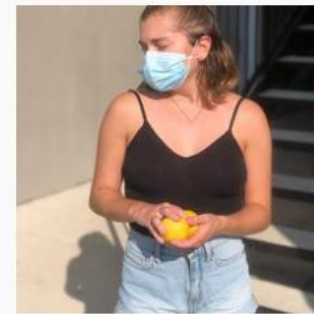
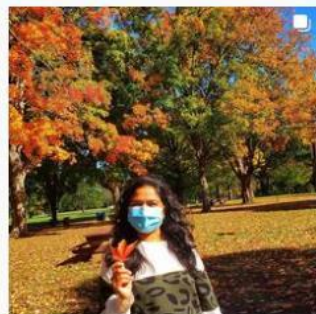
#ad Don't forget to #MaskUpNJ and download the Covid Alert NJ app! @ChooseNewJersey

🎵 **Shook - Clutch**

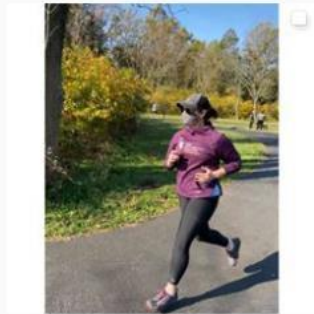
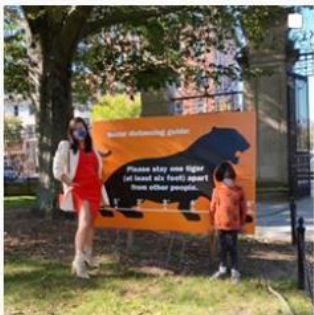
❤️ 14.8K 💬 85

Share to    

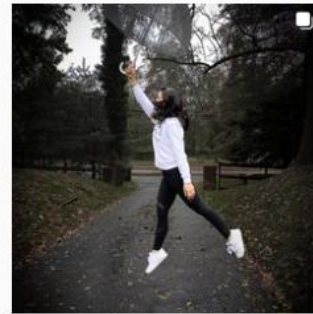
Finalists Content



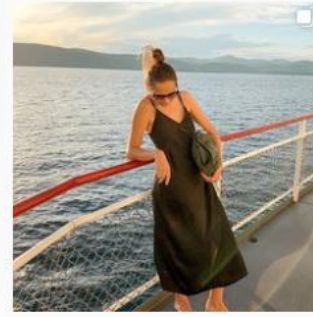
Members Content



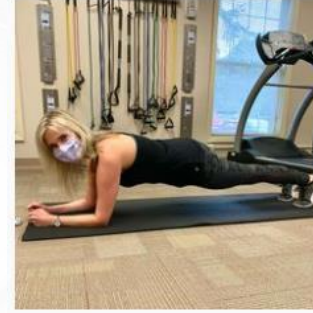
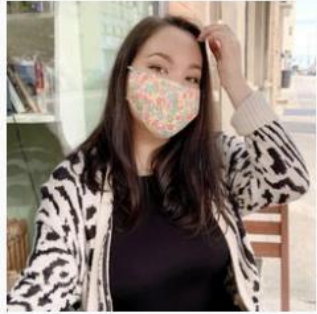
Participants Content



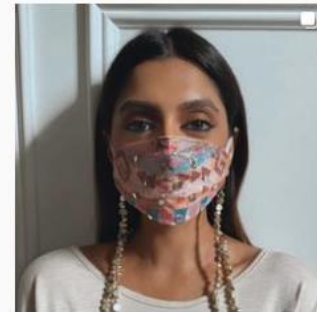
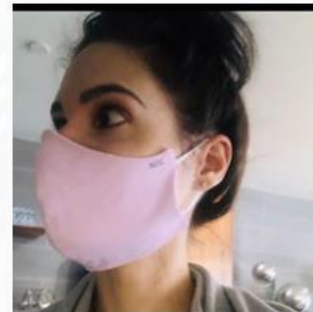
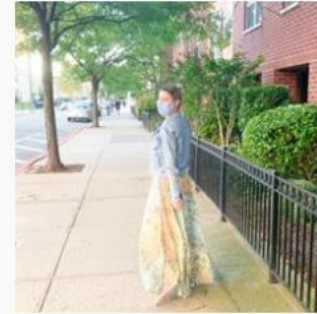
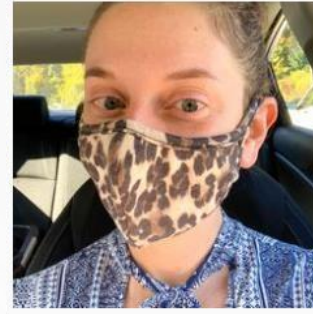
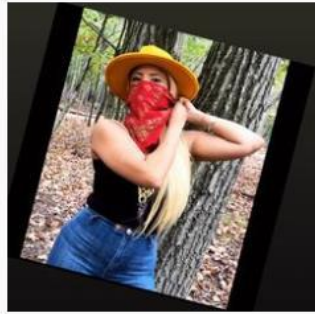
Participants Content



Influencers Content



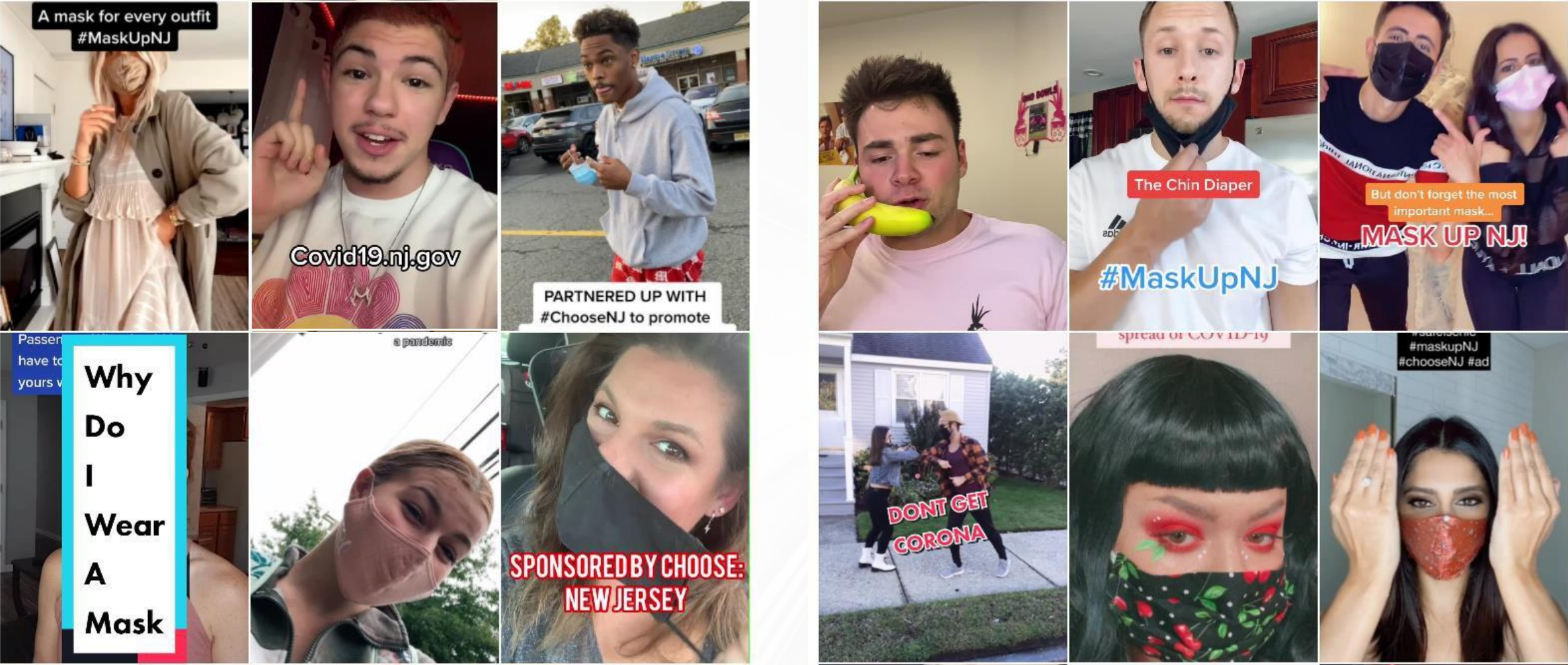
Content



Media Partners Content

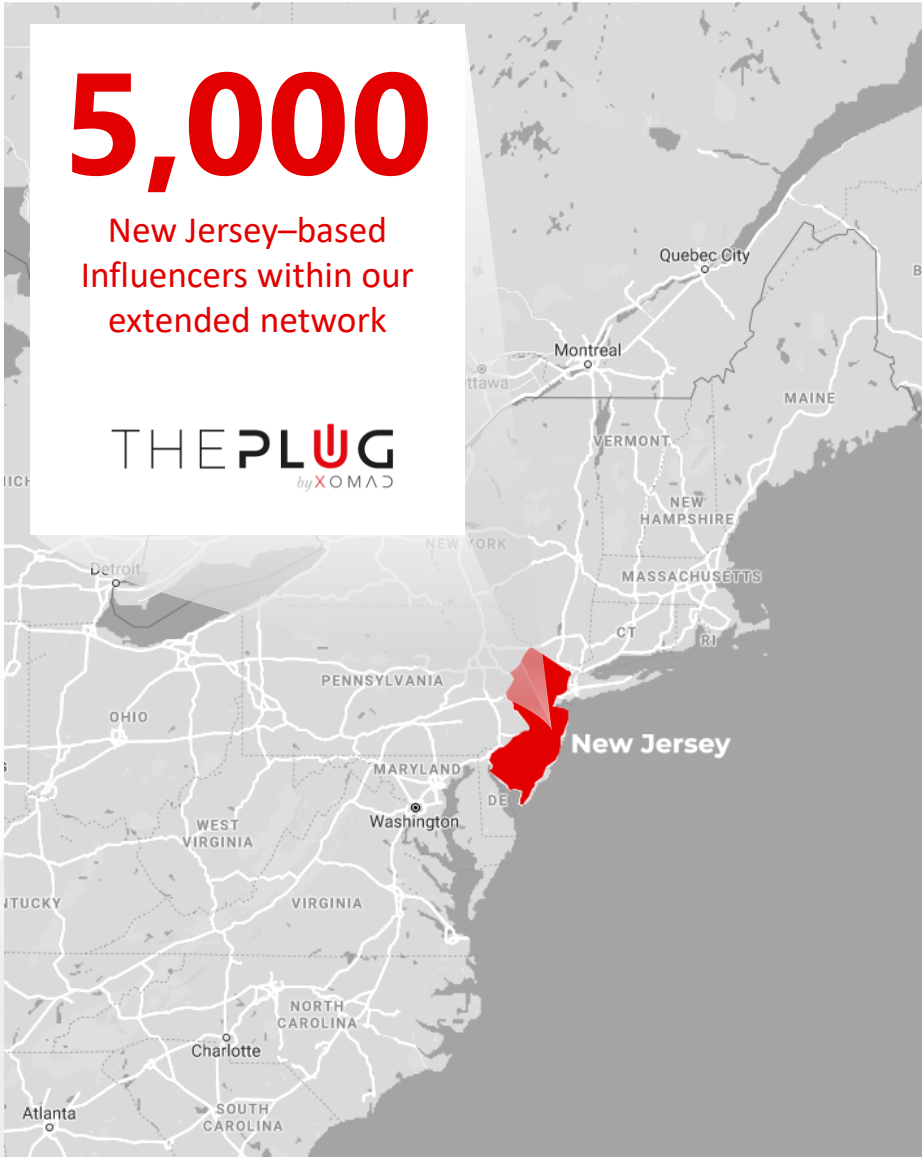


Content

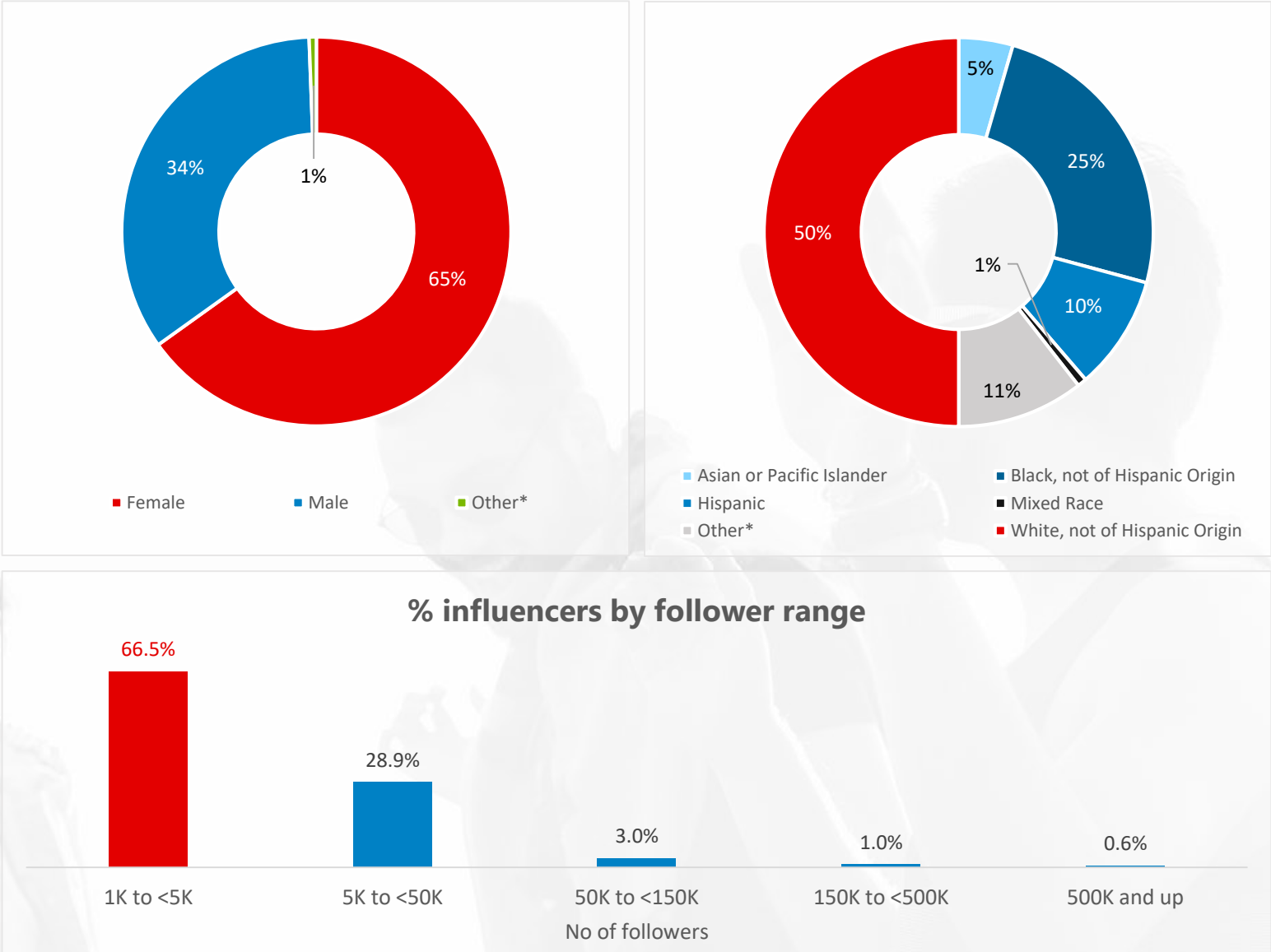


APPENDIX

New Jersey Based Influencers



NOTE: This is the demographic breakdown of our influencer network



* Other includes pet, brand and organization profiles

The New Jersey Influencer Army

- Nano- and micro- influencers living in the State of New Jersey with a strong audience in the State
- Content creators, college students, and community leaders with a highly-engaged audience on and off-line
- A diverse multi-cultural group with age ranging from 18 to 40 years old
- Activated via Instagram, Instagram Stories, Twitter, and TikTok

Millennial Social Leaders



Care About Others



Gen Z Trend Starters



College Students

Local Community Leaders

Multi-cultural

Sample influencers



herclosetdujour

Follow

...

252 posts 3,750 followers 1,192 following

Caroline | NJ Blogger

☆ Style mixologist 🍷

➡️ Food lover 🍴

✉ herclosetdujour@gmail.com

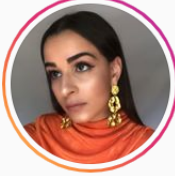
💡 Brighten up the everyday with flair & flavor

💖 Mom of 2 • Wife • 🧑‍👧 mama

📍 #njblogger

herclosetdujour.com





nardinemarie

Follow

...

286 posts 26.2k followers 1,608 following

n a r d i n e m a r i e || ناردین ماری

• a l l t h i n g s f a s h i o n & b e a u t y

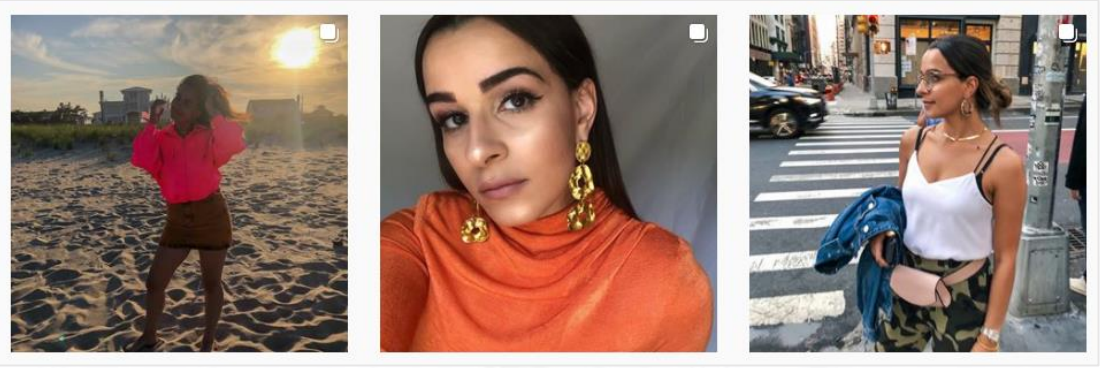
• p h a r m a c i s t || e g y p t i a n

• f o r e v e r l o v e @ m a y o u b 2 4

📍 NYC || NJ

✉ nardiinemarie@gmail.com

Followed by aellifeandbeauty





vincentiasfilho

Follow

...

454 posts 21.2k followers 3,579 following

Jorge Blamo GHPT

Psalm 23 🙏

Actor- High Guy on @wutangonhulu & @hulu

Inner🔥 Fitness™ - Fuel Your 🔥

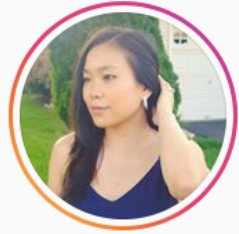
Team @underarmour #UAFieldX

@fuelyour_flame

@cbdelivery_ny



Sample influencers



lavieenmay

Follow



651 posts 2,612 followers 1,026 following

May

Fashionista and avid traveler.

Always hungry.

📍 : Jersey City, NJ

Save the USPS by signing the petition below ⬇️

chnng.it/wQ8cydv4Vj



liiraven

Follow



3,090 posts 154k followers 1,361 following

Lissette Pedreiras (LiiRaven)

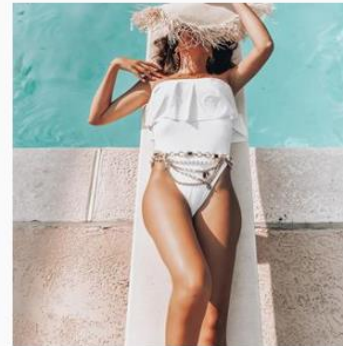
Digital Storyteller 🇧🇷

New Jersey 📍

My life in little squares

Travel•Fashion•Home Decor•Beauty•Children

✉️ info@LiiRaven.com



mitchpalms

Follow



275 posts 1,461 followers 1,124 following

Mitch Palmer

Social Media Specialist @sonyprousa

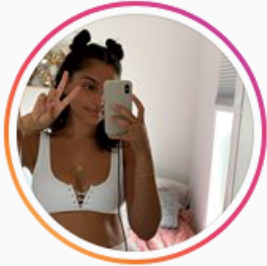
@lumecube ambassador 📷

📍 Morristown, NJ

m.youtube.com/watch?v=xBnKw_6mAWA&t=26s



Sample influencers



mariahgrippto

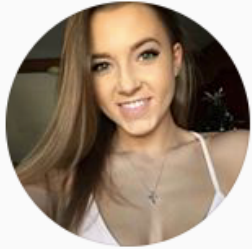
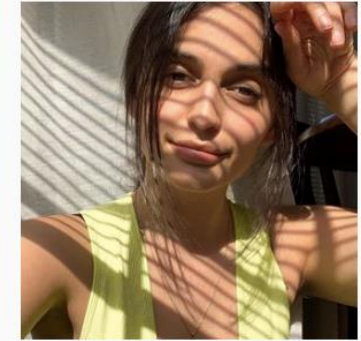
Follow



311 posts 3,946 followers 876 following

MARIAH

Brand Director @littlewordsproject
& Co Host @glowthroughitpodcast ✨
❤️ mariah@littlewordsproject.com



j.blankenbush

Follow

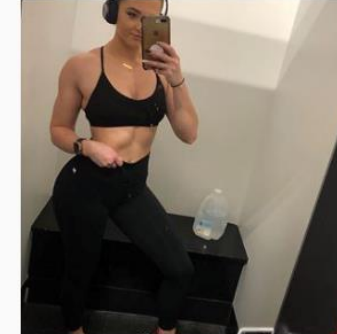


656 posts 12.4k followers 948 following

Jessica Blankenbush

23 || nj || ♀ || rc ♡

— Bowmar Nutrition Athlete ■ jess
— WEYLYN Athlete ■ jessica
— HEAT3d Inc. Athlete



papagreeko

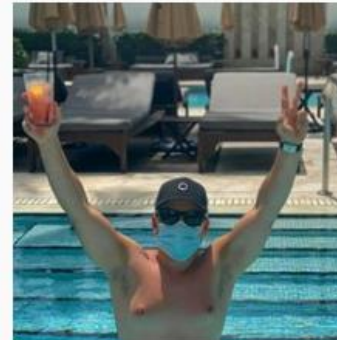
Follow



458 posts 4,995 followers 1,838 following

Christos Papagoras

Hospitality Professional
NJ Licensed Realtor
GRUS



Sample influencers



paulinerowbelle

Follow

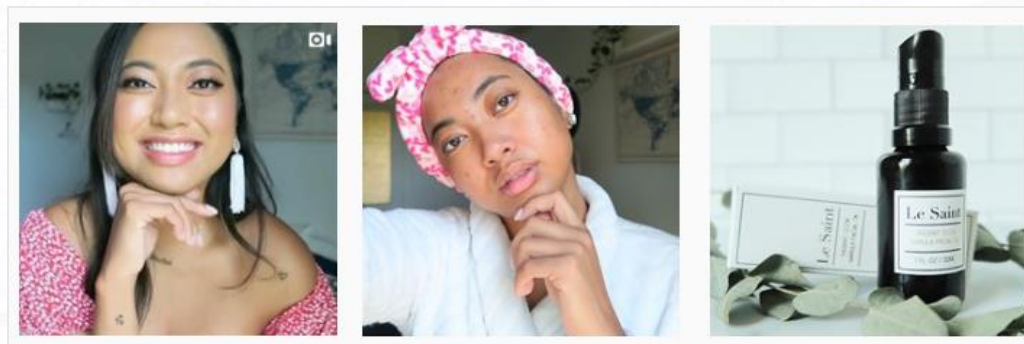
39 posts 1,690 followers 983 following

PRO MAKEUP ARTIST | SKINCARE

♥ Here to help you reach healthy glowing skin & enhance your beauty 📍 NJ|NY

Tiktok: @paulinerowbelle

👩 Pro MUA, Licensed Esthetician & Educator





thegoldlines

Follow

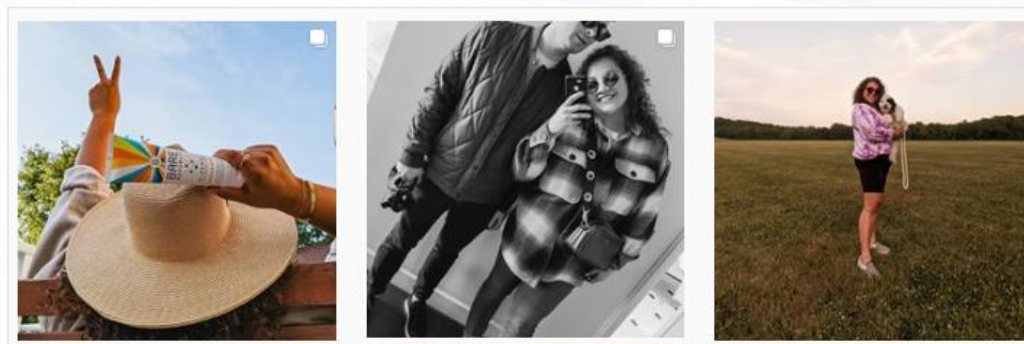
962 posts 3,352 followers 1,856 following

Ashley Arelis / The Gold Lines

NJ based wanderer ✈️

living life & sharing memories along the way 🌟

engineer & 🤵 bride to be!





mwthephotog

Follow

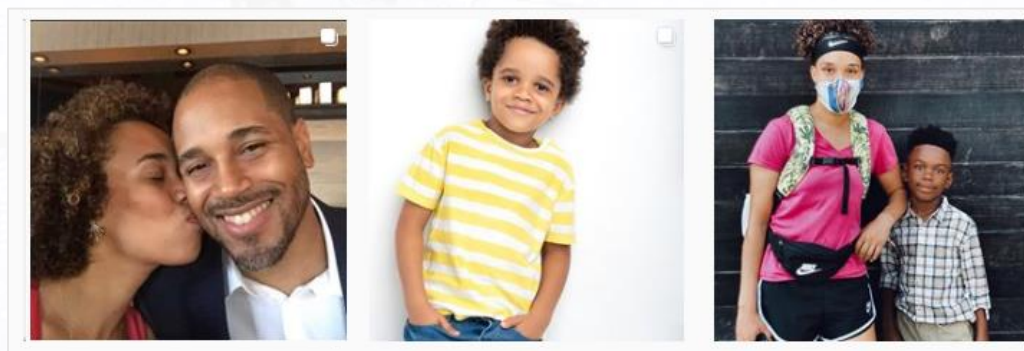
404 posts 3,653 followers 977 following

Michelle Wilson

MOM First 🧑🧒!

NY|NJ Photographer 📷 BB

#mwthephotog



Sample influencers



amparomazumdar

Follow



205 posts 3,011 followers 297 following

A M P A R O 📍 NJ / NYC blogger
Lifestyle / Intercultural Marriage PEIN
Simple & holistic wellness
PE Mom to be 🤰💕
➔ New YT video 📺
instabio.cc/20511WBcyEC



gracejayde

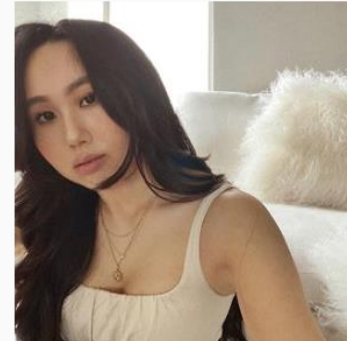
Follow



863 posts 16.9k followers 254 following

NYC • NJ
linktr.ee/gracejayde

Followed by ms_tantrum and trulyluluu



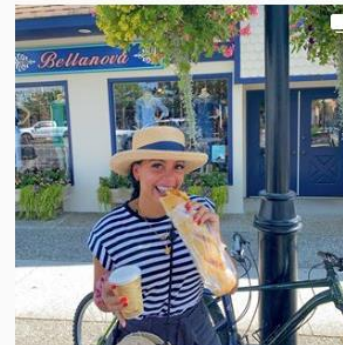
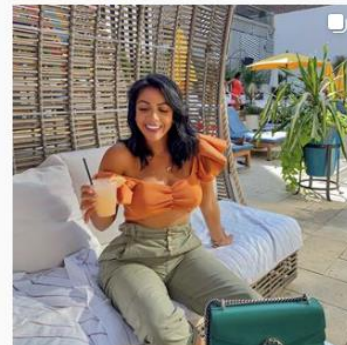
nurysmarcel

Follow



1,282 posts 92.7k followers 1,938 following

Nurys Marcel
~Real Estate Investor
~NJ Licensed Agent
~📅 Wedding Planning 7/17/21
📧 info@nurysmarcel.com
PO Box 1244 Montclair, NJ 07042
linktr.ee/Nurysmarcel



Influencer Vetting



Our extensive influencer vetting process

Crawl and analyze **500K+** content created by **5,000** New Jersey influencers to vet out anti-vaxxers and anti-mask influencers

Review feed content of **4,500** profiles for quality assurance, including 2nd check for anti-vaxxers and anti-mask content and content quality

Evaluate background and audience of **~1.5K** influencers to ensure that they fit the campaign requirements and objectives

Submit a final list of **~1.3K** influencers for the State's approval *(Optional. Most clients spot check.)*

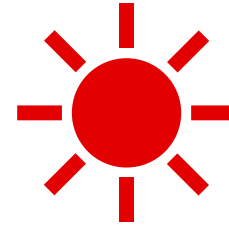
Negotiate pricing with **~1K** approved influencers

Obtain agreements from top **500** influencers

We vet influencers thoroughly to maximize Campaign ROI



High quality content that is relevant for the campaign objectives



Saturation ratio of sponsored to un-sponsored content within reason



Frequency of posts

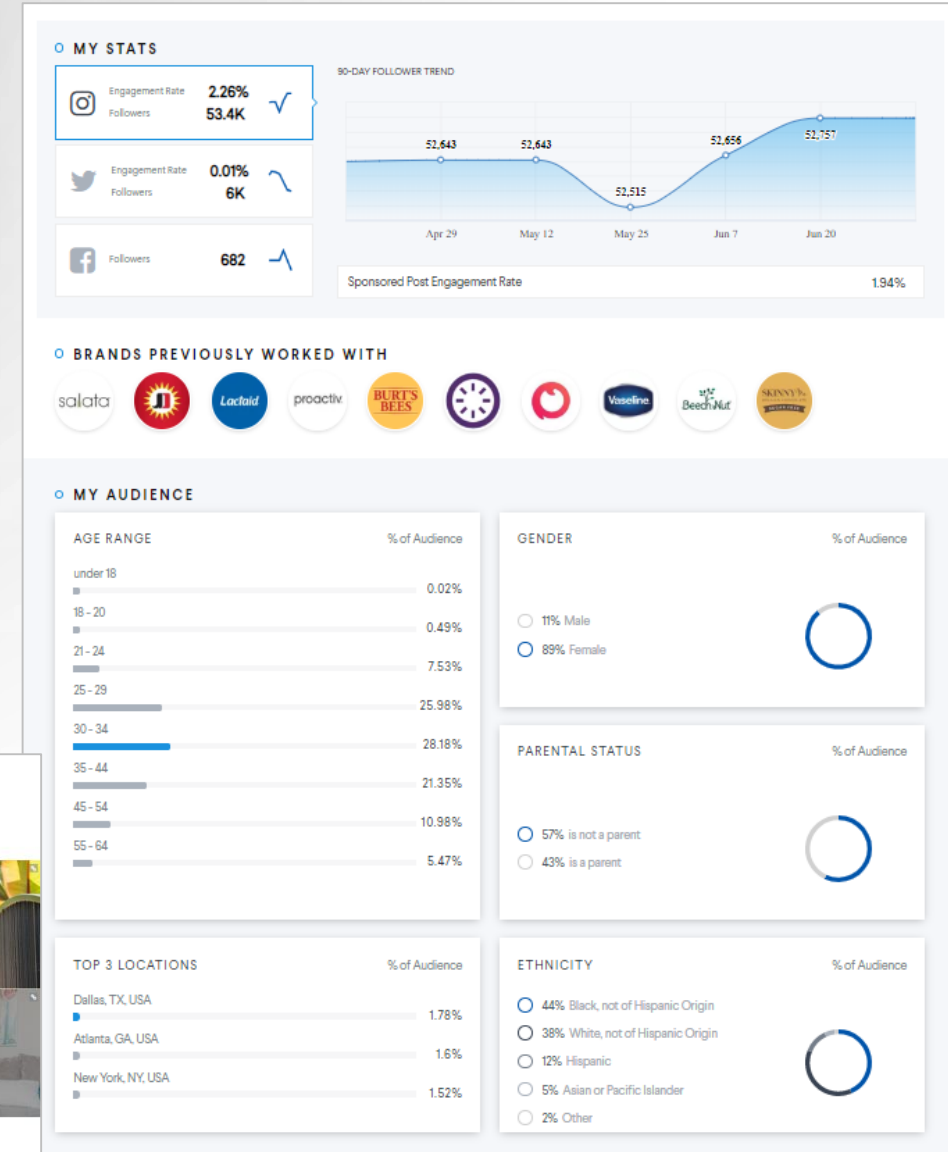
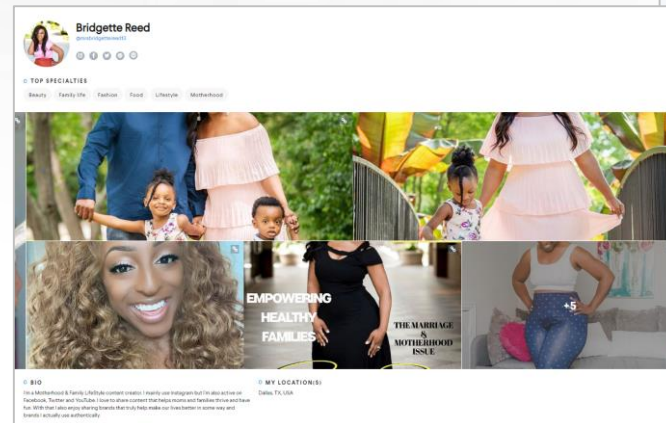


Real engagement from target audience

Not just knowing influencers, we know their audiences

Go beyond influencers' demo to understand exactly who their followers are.

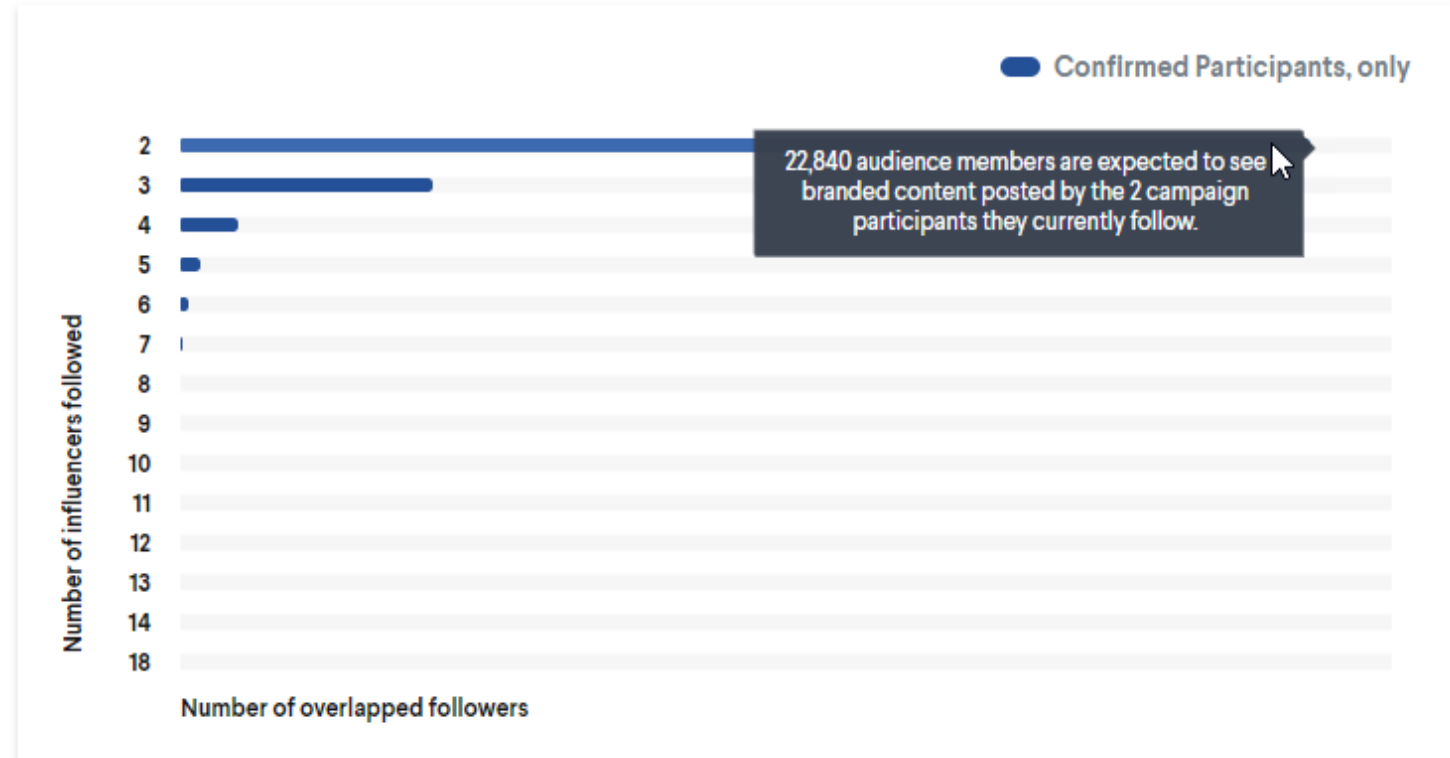
- We search for influencers by follower demographics, location, reach, demographic engagement and reach, and area(s) of influence.
- We deploy technology that is able to detect fake followers and bot accounts.
- We plan your campaigns with precision to make sure you will be hitting your exact target market.



We vet influencers not just individually but also collectively as a group that would maximize audience engagement & traffic

- The more influencers an audience follows share about the State's initiatives in their own voices, the greater likelihood that audience will follow influencers' CTA without experiencing content fatigue
- Our technology enables us to optimize this effect, which will result in high audience engagement and traffic

AUDIENCE OVERLAP ⓘ





**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/19)

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

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

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 or 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, now known as the State Ethics Commission;

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

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, now known as the State Ethics Commission 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>.

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:

ccau.certificate@treas.nj.gov

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

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

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Vendor {Contractor} of the final adjusted contract price.

5.6 SUSPENSION OF WORK

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

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

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the 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
 - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
 - 1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 - 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as --
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as --

- i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.
- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

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

- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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.

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

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

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.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith

determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/19)

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF
THIS CONTRACT**

Signature



12/11/2020

Date

Jose Lozano - President and CEO

Print Name and Title

Choose New Jersey

Print Name of Contractor

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**
(Rev. 6/14/2018)

- A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property's Standard Terms and Conditions as may be updated from time to time ("Standard Terms and Conditions"). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request ("Solicitation"), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor's proposal submitted in response to a Solicitation including any standard license, service or other agreement ("Contractor Standard Form Agreement").

The "Contract" shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

- B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

2.13 OWNERSHIP DISCLOSURE

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A contractor's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the receipt of the proposal. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

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

2.14 PROHIBITED INVESTMENT IN IRAN

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

**WAIVERED CONTRACTS SUPPLEMENT TO THE
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2.15 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract.

The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

2.16 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

2.17 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The 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. Thirty 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 contractor's convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

2.18 COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

2.19 CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

Should the contractor choose to offer cash discounts the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

2.20 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

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- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

2.21 NEWS RELEASES & ADVERTISING

- A. The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.
- B. The contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

2.22 ORGAN DONATION

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

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

- 1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
- 2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
- 3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

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For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: <http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf>. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
- c. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).
- d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public

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domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

- e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
- f. In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
- g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.
- h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

**C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO
SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

4.2 INSURANCE

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

- D. Professional Liability Insurance: When it is common to the contractor's profession to do so, the contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

- a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

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- b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.
- c. Work Product; Custom Software – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State's data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State's data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State's license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.
- f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

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**D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION
TECHNOLOGY WAIVERED CONTRACTS:**

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

- i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
- ii. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
- iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
- iv. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
- v. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
- vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
- vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
- viii. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
- ix. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
- x. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
- xi. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
- xii. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
- xiii. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
- xiv. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

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2.10 COMPLIANCE - LAWS

The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:
 - a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the Contract; and
 - iii. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
 - b) In the event of a claim or suit involving third-party Intellectual Property Rights, the contractor, at its option, may: (1) procure for the State 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. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the contractor at its expense. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 - c) Notwithstanding the foregoing, the contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the contractor to proceed with one or more designs, specifications, requests or instructions that

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present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by the contractor.

- d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- e) This section states the entire obligation of the contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
- f) The provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in the Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.
- g) The contractor agrees that any approval by the State or Using Agency of the work performed and/or reports, plans or specifications provided by the contractor shall not operate to limit the obligations of the contractor assumed in the Contract.
- h) The State of New Jersey will not indemnify, defend or hold harmless the contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. STATE RESPONSIBILITIES

Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor's exclusive remedy for these claims.

3. LIMITATION OF LIABILITY

- a) The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance of, or in any manner related to, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
 - i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
 - ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and
- b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall

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notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the

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contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

- e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
- b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that 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. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
- d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. The contractor warrants that 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. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
- g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

- 5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

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5.19 AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

- a. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the:
 - i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - ii. Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - iii. State Contract Manager.

The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

- b. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
- c. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
- d. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

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**I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS CO**



Signature

12/11/2020

Date

Jose Lozano - President and CEO

Print Name and Title

Choose New Jersey

Print Name of Contractor