

**State of New Jersey
New Jersey Department of**

P.O. Date: 7/21/2022

Ancora Psychiatric Hospital(4294)

Release Purchase Order

M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00566:23059

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267241001

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED]
	877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED] 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-2410- - -PROV	Payment Terms: Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																		
Solicitation (Bid) No.:																			
Item # 1 Class-Item 450-41 TK70692433T Restroom Cleaner, Solution Tank Capacity 15 gal, Vacuum Tank Capacity 19 gal, Height 38 in, Width 19 in, Length 37 in, Voltage 115 V, 15 A Amps, Wheel Type (2) 4 in Swivel Casters and (2) 12 in Poly Non Marking Wheels, Air Flow 99 cfm, Blower																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td align="center">10.00</td> <td align="right">\$ 5,087.80</td> <td align="center">EA</td> <td align="center">0.00 %</td> <td align="right">\$ 0.00</td> <td></td> <td align="right">\$ 0.00</td> <td align="right">\$ 0.00</td> <td align="right">\$ 50,878.00</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	10.00	\$ 5,087.80	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 50,878.00
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
10.00	\$ 5,087.80	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 50,878.00											
<table border="1"> <tr> <td>LN/FY/Account Code 1/22/22-100-X123- -267-2001-2410- - -PROV</td> <td align="right">Dollar Amount \$ 50,878.00</td> </tr> </table>		LN/FY/Account Code 1/22/22-100-X123- -267-2001-2410- - -PROV	Dollar Amount \$ 50,878.00																
LN/FY/Account Code 1/22/22-100-X123- -267-2001-2410- - -PROV	Dollar Amount \$ 50,878.00																		

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 50,878.00

APPROVED

By:

Phone#:



BUYER



Customer Quotation

To:

NASPO VALUEPOINT NJ-SA HHS

Information

Date	07/21/2022
Customer Account Number	VSRAL
Grainger Quote Number	46996309
Customer Job Number	NJ STATE CONTRACT --
Contract Number	19-FLEET-00566
Grainger Representative	
Phone Number	Eric Chichester
Fax Number	
Email	
Grainger Tax ID	

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
4VDV8	Restroom Cleaner TENNANT 9007354 Country of Origin: USA		10	5,087.80	50,878.00	07/21/2022	11/30/2022
				Total \$	50,878.00		

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!
Visit us at grainger.com

State of New Jersey
New Jersey Department of
Ancora Psychiatric Hospital(4294)

P.O. Date: 9/20/2022

Release Purchase Order

M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00566:24294

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267241005

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED] 877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED] STOREKEEPER 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
B I L L T O	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-2410- - -PROV	Payment Terms: Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																		
Solicitation (Bid) No.:																			
Item # 1 Class-Item 450-41 TK73317138T Backpack Vacuum, Vacuum Power Source Corded, Vacuum Filtration Type Standard, Vacuum Collection Type Reusable Bag, Vacuum Capacity 1 1/2 gal, Vacuum Pickup Type Dry, Vacuum Air Flow 150 cfm, Static Pressure 100 in, Weight 10 lb, Sound Level 67																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>6.00</td> <td>\$ 512.46</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 3,074.76</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	6.00	\$ 512.46	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,074.76
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
6.00	\$ 512.46	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,074.76											
<table border="1"> <tr> <td>LN/FY/Account Code 1/22/22-100-X123- -267-2001-2410- - -PROV</td> <td>Dollar Amount \$ 3,074.76</td> </tr> </table>		LN/FY/Account Code 1/22/22-100-X123- -267-2001-2410- - -PROV	Dollar Amount \$ 3,074.76																
LN/FY/Account Code 1/22/22-100-X123- -267-2001-2410- - -PROV	Dollar Amount \$ 3,074.76																		

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 3,074.76

APPROVED

By:

Phone#:




BUYER

State of New Jersey
New Jersey Department of
Ancora Psychiatric Hospital(4294)

P.O. Date: 8/10/2022

Release Purchase Order

M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00566:23492

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267761001

V E N D O R	Vendor Number: [REDACTED]
	GRAINGER
	1001 Hadley Road
	South Plainfield, NJ 07080
	[REDACTED]
	877-888-4470
Vendor Alternate ID: [REDACTED]	
Remit Address:	
LOUTESIA WRIGHT	
ACH ELECTRONIC PAYMENT	
PALATINE, IL 600380001	
US	
Email: [REDACTED]	
Phone Number: [REDACTED]	

S H I P T O	[REDACTED] STOREKEEPER
	301 SPRING GARDEN ROAD
	MAIN STOREROOM
	Ancora, NJ 08037-9699
	US
	Email: [REDACTED]
Phone: [REDACTED]	
B I L L T O	[REDACTED]
	301 SPRING GARDEN ROAD
	Ancora, NJ 08037-9699
	US
	Email: [REDACTED]
	Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-7610- - -PROV	Payment Terms:																		
	Shipping Terms: F.O.B., Destination																		
	Freight Terms:																		
Solicitation (Bid) No.:	Delivery Calendar Day(s) A.R.O.: 2																		
Item # 1 Class-Item 450-41 TK71392719T Floor Scrubber, Style Walk-Behind, Deck Style Disc, Cleaning Path 20 in, Power Source 130 Ah Battery, Vacuum Motor 0.5 hp, Solution Tank Capacity 11 gal, Recovery Tank Capacity 14 gal, Brush Motor 1 hp, Brush Speed 230 RPM, Sound Level 67 dB,																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>2.00</td> <td>\$ 11,509.74</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 23,019.48</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	2.00	\$ 11,509.74	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 23,019.48
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
2.00	\$ 11,509.74	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 23,019.48											
<table border="1"> <tr> <td>LN/FY/Account Code</td> <td>Dollar Amount</td> </tr> <tr> <td>1/22/22-100-X123- -267-2001-7610- - -PROV</td> <td>\$ 23,019.48</td> </tr> </table>		LN/FY/Account Code	Dollar Amount	1/22/22-100-X123- -267-2001-7610- - -PROV	\$ 23,019.48														
LN/FY/Account Code	Dollar Amount																		
1/22/22-100-X123- -267-2001-7610- - -PROV	\$ 23,019.48																		

Item # 2

Class-Item 450-41

TK71392720T Floor Scrubber, Style Walk-Behind, Deck Style Disc, Cleaning Path 26 in, Power Source 6V 242 Ah Battery, Vacuum Motor 0.63 hp, Solution Tank Capacity 22 gal, Recovery Tank Capacity 24 gal, Brush Motor 0.66 hp, Brush Speed 200 RPM, Sound Level

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 7,341.05	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 7,341.05

LN/FY/Account Code

2/22/22-100-X123- -267-2001-7610- - -PROV

Dollar Amount

\$ 7,341.05

Item # 3

Class-Item 450-41

TK71392721T Scrubber, Style Walk-Behind, Deck Style Disc, Cleaning Path 20 in, Power Source 130 Ah Battery, Solution Tank Capacity 10.5 gal, Recovery Tank Capacity 13 gal, Brush Motor 0.73 hp, Brush Speed 155 RPM, Sound Level 74 dBA, Cord Length Cordless,

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 5,384.77	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 10,769.54

LN/FY/Account Code

3/22/22-100-X123- -267-2001-7610- - -PROV

Dollar Amount

\$ 10,769.54

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 41,130.07

APPROVED

By: Phone#: 

BUYER

State of New Jersey
New Jersey Department of
Ancora Psychiatric Hospital(4294)

P.O. Date: 11/2/2022

Release Purchase Order

M0002 CUSTOM ORDERS Facilities Maintenance and
Repair & Operations (MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00677:1445

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267761002

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED] 877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED] STOREKEEPER 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
B I L L T O	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS
AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or
incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-7610- - -PROV	Payment Terms: Shipping Terms: Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																		
Solicitation (Bid) No.:																			
Item # 1 Class-Item 485-00 Janitorial Equipment & Supplies - DAYTON Floor Scrubber: Walk-Behind, Disc Deck, 20 in Cleaning Path, 105 Ah Battery Item # 460U42 (Quote: 47399142)																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>3.00</td> <td>\$ 5,012.24</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 15,036.72</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	3.00	\$ 5,012.24	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 15,036.72
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
3.00	\$ 5,012.24	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 15,036.72											
<table border="1"> <tr> <td>LN/FY/Account Code 1/23/22-100-X123- -267-2001-7610- - -PROV</td> <td>Dollar Amount \$ 15,036.72</td> </tr> </table>		LN/FY/Account Code 1/23/22-100-X123- -267-2001-7610- - -PROV	Dollar Amount \$ 15,036.72																
LN/FY/Account Code 1/23/22-100-X123- -267-2001-7610- - -PROV	Dollar Amount \$ 15,036.72																		

Item # 2
Class-Item 485-00

Janitorial Equipment & Supplies - NOBLES Floor Scrubber: Stand-Up, Disc Deck, 24 in Cleaning Path, 240 Ah Battery Item # 426A48
(Quote: 47399142)

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 16,319.98	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

<u>LN/FY/Account Code</u> 2/23/22-100-X123- -267-2001-7610- - -PROV	<u>Dollar Amount</u> \$ 0.00
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Item # 3
Class-Item 485-00

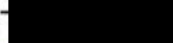
Janitorial Equipment & Supplies - NOBLES Rotary Brush: 24 in Machine Size, 12 in Pad/Brush Size, Polypropylene, Round Item # 4VLY5
(Quote: 47399142)

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
4.00	\$ 229.59	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00

<u>LN/FY/Account Code</u> 3/23/22-100-X123- -267-2001-7610- - -PROV	<u>Dollar Amount</u> \$ 0.00
--	---------------------------------

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 15,036.72

APPROVED

By: 
Phone#: 
BUYER



Customer Quotation

To:

NASPO VALUEPOINT NJ-SA HHS

Information

Date	10/28/2022
Customer Account Number	VSRAL
Grainger Quote Number	47399142
Customer Job Number	
Contract Number	
Grainger Representative	Eric Chichester
Phone Number	
Fax Number	
Email	
Grainger Tax ID	

Item	Description Manufacturer Name & Model	Cat. Pg. #	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
426A48	Floor Scrubber,Stand-Up,Disc Deck NOBLES MV-SS350-0003 Country of Origin: USA		2	16,319.98	32,639.96	10/28/2022	02/28/2023
460U42	Floor Scrubber,0.46 HP Vacuum Motor DAYTON 460U42 Country of Origin: China		10	5012.24*	50,122.40	----	----
4VLY5	Rotary Brush,24 In. Machine NOBLES 1220204 Country of Origin: USA		4	229.59	918.36	10/28/2022	02/28/2023
				Total \$	83,680.72		

*Price quoted is either your earned price or contract price. This price may be subject to change without notice.

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!
Visit us at grainger.com

State of New Jersey
New Jersey Department of

P.O. Date: 12/6/2022

Ancora Psychiatric Hospital(4294)

Release Purchase Order

M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00566:25752

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267241017

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED] 877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED], STOREKEEPER 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
B I L L T O	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-2410- - -PROV	Payment Terms: Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																		
Solicitation (Bid) No.:																			
Item # 1 Class-Item 450-41 TK76853497T Vacuum Bag, For Vacuum Type Upright Vacuum, Fits Vacuum Brand Bissell, Fits Vacuum Models Mfr. No. BG100, Bag Filtration Type Standard, Filter Efficiency 99.95 Percent at 3 microns, Bag Material Cloth, Ply Count 1-Ply, Bag Pickup Type Dry, Bag																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>5.00</td> <td>\$ 27.56</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 137.80</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	5.00	\$ 27.56	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 137.80
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
5.00	\$ 27.56	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 137.80											
<table border="1"> <tr> <td><u>LN/FY/Account Code</u> 1/23/22-100-X123- -267-2001-2410- - -PROV</td> <td><u>Dollar Amount</u> \$ 137.80</td> </tr> </table>		<u>LN/FY/Account Code</u> 1/23/22-100-X123- -267-2001-2410- - -PROV	<u>Dollar Amount</u> \$ 137.80																
<u>LN/FY/Account Code</u> 1/23/22-100-X123- -267-2001-2410- - -PROV	<u>Dollar Amount</u> \$ 137.80																		

Item # 2
Class-Item 450-41

TK76853498T Upright Vacuum, Vacuum Power Source Corded, Vacuum Collection Type Reusable Bag, Vacuum Capacity 2 gal, Vacuum Filtration Type Standard, Vacuum Pickup Type Dry, Cleaning Path Width 12 in, Vacuum Air Flow 95 cfm, Sound Level 67 dB, Weight 13.5

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
5.00	\$ 256.25	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,281.25

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
2/23/22-100-X123- -267-2001-2410- - -PROV	\$ 1,281.25

Item # 3
Class-Item 450-41

TK76853499T Floor Scrubber, Style Walk-Behind, Deck Style Disc, Cleaning Path 30 in, Power Source (2) 215 Ah Batteries, Vacuum Motor 0.63 hp, Solution Tank Capacity 22 gal, Recovery Tank Capacity 24 gal, Brush Motor 0.66 hp, Brush Speed 200 RPM, Sound Lev

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 7,845.72	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 15,691.44

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
3/23/22-100-X123- -267-2001-2410- - -PROV	\$ 15,691.44

Item # 4
Class-Item 450-41

TK76853500T Buffing and Cleaning Pad, Floor Application Cleaning, Scrubbing, Color Family Red, Floor Pad Size 15 in, 175 to 600 rpm, Round, Material Non-Woven Polyester Fiber, Red, For Use With Rotary or Automatic Floor Machine, 3 3/4 in Center Hole, Pack

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
3.00	\$ 43.13	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 129.39

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
4/23/22-100-X123- -267-2001-2410- - -PROV	\$ 129.39

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 17,239.88

APPROVED

By: 
Phone#: 
BUYER

**State of New Jersey
New Jersey Department of**

P.O. Date: 2/2/2023

Ancora Psychiatric Hospital(4294)

Release Purchase Order

**M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies**

Blanket Order Number

19-FLEET-00566:26827

**SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.**

Agency Ref. # 267241024

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED] 877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED] STOREKEEPER 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
B I L L T O	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-2410- - -PROV	Payment Terms: Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																									
Solicitation (Bid) No.:																										
Item # 1 Class-Item 450-41 TK79350618T Tilt and Roll Ladder, Material Aluminum, Platform Height 50 in, Handrails Included Yes, Handrail Height 30 in, Overall Height 80 in, Number of Steps 5, Assembled, Load Capacity 350 lb, Step Tread Serrated, Platform Depth 10 in, Platform Width																										
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td align="center">4.00</td> <td align="right">\$ 778.82</td> <td align="center">EA</td> <td align="center">0.00 %</td> <td align="right">\$ 0.00</td> <td></td> <td align="right">\$ 0.00</td> <td align="right">\$ 0.00</td> <td align="right">\$ 3,115.28</td> </tr> </tbody> </table>									Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	4.00	\$ 778.82	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,115.28
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost																		
4.00	\$ 778.82	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,115.28																		
<u>LN/FY/Account Code</u> 1/23/22-100-X123- -267-2001-2410- - -PROV						<u>Dollar Amount</u> \$ 3,115.28																				

Item # 2
Class-Item 450-41

TK79350619T Swivel Pad Holder, Color Orange, Length 9 in, Width 3 3/4 in, Includes White, Brown Pad

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
40.00	\$ 74.92	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,996.80

LN/FY/Account Code

2/23/22-100-X123- -267-2001-2410- - -PROV

Dollar Amount

\$ 2,996.80

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 6,112.08

APPROVED

By: _____

Phone#: _____

BUYER

State of New Jersey
New Jersey Department of
Ancora Psychiatric Hospital(4294)

P.O. Date: 9/19/2022

Release Purchase Order

M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00566:24243

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267241004

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED]
	877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED] STOREKEEPER 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

INVOICES: Direct invoices in DUPLICATE to the address shown above. TERMS AND CONDITIONS set forth in our Bid or Quotation, on the reverse side hereof or incorporated herein by reference become a part of this

ATTN: Contact [REDACTED]

Account Code: 22-100-X123- -267-2001-2410- - -PROV	Payment Terms: Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																		
Solicitation (Bid) No.:																			
Item # 1 Class-Item 450-41 TK73240307T Hand Sanitizer Dispenser, Hygiene Series LTX-12, Dispenser Mount Type Wall, Operation Mode Automatic, Hygiene Form Liquid, Refill Size 1,200 mL, Dispenser Color White, Material ABS, For Use With 1903-02, 1904-02, 1905-02, 1906-02, Matte Finish																			
<table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>100.00</td> <td>\$ 36.83</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 3,683.00</td> </tr> </tbody> </table>		Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost	100.00	\$ 36.83	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,683.00
Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost											
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Item # 2

Class-Item 450-41

TK73240308T Hand Sanitizer, Hygiene Series LTX-12, Requires Dispenser Yes, Packaging Type Cartridge, Hygiene Form Gel, Size 1,200 mL, Hygiene Properties None, Formula Ethyl Alcohol, Package Configuration 1 in x 1 in, Uses Dispenser 1304-03, 1920-04, Stand

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
100.00	\$ 52.71	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,271.00

LN/FY/Account Code

2/22/22-100-X123- -267-2001-2410- - -PROV

Dollar Amount

\$ 5,271.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 8,954.00

APPROVED

By: Faren Williams

Phone#: (609) 561-1700

BUYER

State of New Jersey
New Jersey Department of
Ancora Psychiatric Hospital(4294)

P.O. Date: 11/2/2022

Release Purchase Order

M0002 Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies

Blanket Order Number

19-FLEET-00566:25173

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING PAPERS.

Agency Ref. # 267241009

V E N D O R	Vendor Number: [REDACTED] GRAINGER
	1001 Hadley Road South Plainfield, NJ 07080 [REDACTED]
	877-888-4470
	Vendor Alternate ID: [REDACTED]
	Remit Address: LOUTESIA WRIGHT ACH ELECTRONIC PAYMENT PALATINE, IL 600380001 US
	Email: [REDACTED] Phone Number: [REDACTED]

S H I P T O	[REDACTED] STOREKEEPER 301 SPRING GARDEN ROAD MAIN STOREROOM Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]
	[REDACTED] 301 SPRING GARDEN ROAD Ancora, NJ 08037-9699 US Email: [REDACTED] Phone: [REDACTED]

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Account Code: 22-100-X123- -267-2001-2410- - -PROV	Payment Terms: Shipping Terms: F.O.B., Destination Freight Terms: Delivery Calendar Day(s) A.R.O.: 2																		
Solicitation (Bid) No.:																			
Item # 1 Class-Item 450-41 TK75345196T Hand Sanitizer Dispenser, Hygiene Series LTX-12, Dispenser Mount Type Wall, Operation Mode Automatic, Hygiene Form Liquid, Refill Size 1,200 mL, Dispenser Color White, Material ABS, For Use With 1903-02, 1904-02, 1905-02, 1906-02, Matte Finish																			
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Item # 2

Class-Item 450-41

TK75345197T Hand Sanitizer, Hygiene Series LTX-12, Requires Dispenser Yes, Packaging Type Cartridge, Hygiene Form Gel, Size 1,200 mL, Hygiene Properties None, Formula Ethyl Alcohol, Package Configuration 1 in x 1 in, Uses Dispenser 1304-03, 1920-04, Stand

Quantity	Unit Price	UOM	Discount %	Total Discount	Tax Rate	Tax Amount	Freight	Total Cost
100.00	\$ 52.71	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,271.00

LN/FY/Account Code

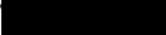
2/23/22-100-X123- -267-2001-2410- - -PROV

Dollar Amount

\$ 5,271.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
 TOTAL: \$ 8,954.00

APPROVED

By: Phone#: 

BUYER

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT**

**FACILITIES MAINTENANCE AND REPAIR & OPERATIONS (MRO)
AND INDUSTRIAL SUPPLIES**

Administered by the State of Oregon

Contract #8496

W.W. GRAINGER, INC.

And

The State of New Jersey

This Participating Addendum, together with its exhibits ("Participating Addendum"), is made as of the 17 day of September, 2018, by and between W.W. Grainger, Inc. ("Grainger"), whose principal address is 100 Grainger Parkway, Lake Forest, IL 60045, and the State of New Jersey, Department of Treasury, Division of Purchase and Property ("Division") whose address is 33 West State Street, 8th Floor, P.O. Box 230, Trenton, New Jersey 08625, on behalf of the State of New Jersey and its Cooperative Purchasing participants as hereinafter defined, collectively referred to as the "State".

WHEREAS, pursuant to N.J.S.A. 52:34-6.2 the Director, Division of Purchase and Property ("Director") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services"; and

WHEREAS, on November 15, 2017, the State of Oregon issued Solicitation DASPS-2183-17, an advertised, competitive solicitation for facilities maintenance, repair, operations and industrial supplies on behalf of itself and other government agencies; and

WHEREAS, Grainger is a vendor awarded a contract by the State of Oregon, after a competitive bid process, under the State of Oregon DASPS-2183-17 on behalf of the State of Oregon, and the NASPO ValuePoint ("NASPO") for facilities maintenance, repair, operations and industrial supplies; and

WHEREAS, the State of Oregon permits other states to participate in its Contract 8496, Facilities Maintenance, Repair & Operations (MRO) and Industrial Supplies (together with its exhibits, the "Master Agreement"); and

WHEREAS, the State wishes to participate in the Master Agreement and Grainger has agreed to the State's Standard Terms and Conditions (Rev. 07/18/18), a copy of which is attached hereto as Exhibit A and which is incorporated herein by reference; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Grainger to provide facilities maintenance, repair, operations and industrial supplies to the State under the Master Agreement is the most cost effective method of procuring such goods and services, and that it is in the best interest of the State to enter into a Participating Addendum with Grainger to provide such goods and services under the Master Agreement; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, the parties to this Participating Addendum hereby agree as follows:

1. **Term:**

This Participating Addendum shall be effective from the date it is fully executed through June 30, 2019, unless earlier terminated. The State reserves the right, in its sole discretion, to extend this Participating Addendum pursuant to any extension of the Master Agreement, under the same terms and conditions as the Master Agreement and this Participating Addendum.

2. **Scope:**

All governmental entities within the State of New Jersey, including all state agencies and local public bodies, counties, cities, municipalities, public schools and institutions of higher education ("Cooperative Purchasing participants"), are authorized to purchase products under the terms and conditions of this Participating Addendum. The contract will be valid from the date executed by both parties, through the current term of June 30, 2019. Grainger shall provide to the State and its Cooperative Purchasing participants the products set forth in the Master Agreement at the pricing, terms and conditions therein set forth and the terms and conditions specifically set forth in this Participating Addendum.

3. **The State's Standard Terms and Conditions:**

Grainger has read and agreed to the State's Standard Terms and Conditions (Rev. 07/18/18) (the "State's Standard Terms and Conditions"), which are incorporated herein by reference and are attached hereto as Exhibit A. Any references to this Participating Addendum herein shall be deemed to include the State's Standard Terms and Conditions.

4. **Modifications to Master Agreement Allowed or Required by Applicable Law:**

a. Subsection (b) (2) of Section 33, "Indemnification - Intellectual Property" of the Master Agreement is hereby modified by adding the following:

Notwithstanding anything to the contrary in this subsection, that the State must approve any settlement of the Intellectual Property Claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the Intellectual Property 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 of the State, nor purport to act as legal representative of the State of New Jersey or any Agency of the State, 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 the Division. The State of New Jersey may, at its election and expense, assume its own defense and settlement.

b. Section 3.15, "Sourced Products, if applicable", of Exhibit B is hereby modified to include the following:

3.15.3: Purchase Orders for Sourced Products may not be placed by State Using Agencies without prior, written approval by the Division. A State Using Agency must present such written Division proof to Grainger at time of order.

c. Subsection (d) of the State of New Jersey Standard Terms and Conditions Section 5.12, "Delivery Requirements" is hereby modified as follows:

In the event delivery of goods and services is not made within the number of days stipulated or under the schedule defined in the contract, the contractor shall be given a delinquency notice with a 30 day period to cure such delinquency, after which 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. Primary Agreement Contact:

The primary participating entity contact for this Participating Addendum is as follows:

Name: [REDACTED]
Title: Procurement Specialist I
Participating Entity Name: New Jersey Division of Purchase and Property, Department of the Treasury
Address: 33 W. State Street, P.O. Box 230, Trenton, NJ 08625-0230
Telephone: [REDACTED]
Fax: (609) 292-1114
E-mail: [REDACTED]

The primary Contractor contact for this Participating Addendum is as follows:

Name: Dennis Flynn
Title: Government Sales Manager
Contractor: W.W. Grainger Inc.
Address: 1001 Hadley Road, South Plainfield, NJ 07080
Telephone: [REDACTED]
Fax: 908-497-0163
E-mail: [REDACTED]

6. Rebate: Acceptance? ☒ Yes ☐ No

Grainger agrees to offer a one (1) % rebate as described below or another comparable arrangement to the State in accordance with this Participating Addendum. The rebate will not be added to the pricing for items ordered under the contract. Grainger will negotiate in good faith to include these costs in subsequent discount and pricing levels during future contract negotiations.

- Rebate will be paid within 45 days after a calendar quarter based on total gross sales, less freight, taxes, returned products, and credits ("Net Sales").
- Grainger will provide backup documentation to the Participating State to substantiate the rebate amount.
- Rebate will be made payable to the "Treasurer, State of New Jersey."

7. Reports:

Expenditure reports:

- Grainger will submit quarterly expenditure reports covering all purchases made under this Participating Addendum in a format mutually agreed to by the parties.

The reports should be submitted to the following address:

[REDACTED]
Procurement Specialist I
Department of the Treasury
Division of Purchase & Property
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230
[REDACTED]

8. Compensation and Ordering:

- a. Pricing shall be as set forth in the Master Agreement.
- b. The State shall make all payments to Grainger under the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq.
- c. All orders and payment will be issued directly to Grainger.
- d. Grainger shall submit invoices upon delivery of products and services, or on a monthly basis according to its practices.

9. **Additional Information:**

- a. This Participating Addendum including, without limitation, the State's Standard Terms and Conditions, and the Master Agreement, set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, shall not be added to or incorporated into this Participating Addendum or the Master Agreement by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement shall prevail and govern in the case of any such inconsistent or additional terms. In the event of any conflict between the terms of this Participating Addendum and the Master Agreement, the terms of the Participating Addendum shall prevail.
- b. No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- c. This Participating Addendum may not be amended or modified except by written agreement executed by authorized representatives of each party.
- d. The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.
- e. The documents below shall govern the liability of Grainger and the State for the services and products being provided by Grainger in the following order of precedence:
 - i. This Participating Addendum, including the New Jersey's Standard Terms; and Conditions; and
 - ii. The Master Agreement.

10. **Confidentiality:**

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under this Participating Addendum 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 this Participating Addendum, 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 this Participating Addendum 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 this Participating Addendum and any analysis thereof (whether in fulfillment of this Participating Addendum 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 domain through other means, the other party must maintain full efforts under this Participating Addendum 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 this Participating Addendum 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, 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).

11. References to External Documentation:

Any external documentation incorporated by reference into the Master Agreement pursuant to Section 1(a)(4) or (5) thereof shall be subject to the terms and conditions of this Participating Addendum. In the event of any conflict between the terms of a document incorporated by reference into the Master Agreement, and these terms and conditions, these terms and conditions shall prevail.

12. Miscellaneous:

- a. Any claims against the State under this Participating Addendum are subject to the Tort Claims Act (N.J.S.A. 59:1-1 et seq.) and the Contractual Liability Act (N.J.S.A. 59:13-1 et seq.). Any action brought under this Participating Addendum shall be filed in Mercer County in the appropriate Division of the State of New Jersey Superior Court.
- b. All publicity and/or public announcements pertaining to this Participating Addendum shall be approved by the State prior to release.
- c. The following are New Jersey procurement requirements that Grainger agrees to fulfill prior to the contract award:
 - i. New Jersey Business Registration (N.J.S.A. 52:32-44);
 - ii. Ownership Disclosure (N.J.S.A. 52:25-24.2);
 - iii. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
 - iv. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et seq.);
 - v. Disclosure of Investigations and Actions Involving Bidder;
 - vi. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et seq.)
 - 1. New Jersey Form AA-302 Affirmative Action Employee Information Report; or New Jersey Affirmative Action Certificate; or Federal Affirmative Action Approval Letter.
 - vii. Cooperative Purchasing Form;
 - ix. Executed Certification of Non-Involvement in Prohibited Activities in Iran (N.J.S.A. 52:32-58)

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Government Entity:

State of New Jersey

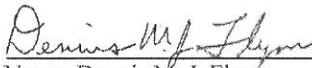
Department of Treasury

Division of Purchase and Property

Contractor:

W.W. Grainger, Inc.


Name: Maurice Griffin
Title: Acting Director
Date: 9/24/18


Name: Dennis M. J. Flynn
Title: Government Sales Manager
Date: 9/17/2018

APPROVED AS TO FORM:

Gurbir S. Grewal

Attorney General of the State of New Jersey

By:


Name: Diana Reynolds
Title: Deputy Attorney General
Date: 9/19/18

State of New Jersey Standard Terms and Conditions

(Rev: 7/18/18)

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 Existing New Jersey Term
Bid/Bid Solicitation	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

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;

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

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

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

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

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

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

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

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A.

34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.7 BUY AMERICAN

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

3.8 DIANE B. ALLEN EQUAL PAY ACT

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

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 including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the

corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

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

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

5.6 SUSPENSION OF WORK

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

5.7 TERMINATION OF CONTRACT

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

B. For Cause:

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- c. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- d. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

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

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

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

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

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

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

- a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the

contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- d. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds

are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 PROCUREMENT OF RECOVERED MATERIALS

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

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
 - 1. Paper and paper products listed in 40 C.F.R. 247.10;
 - 2. Certain vehicular products as listed in 40 CFR 247.11;
 - 3. Certain construction products listed in 40 C.F.R. 247.12;
 - 4. Certain transportation products listed in 40 C.F.R. 247.13;
 - 5. Certain park and recreation products, 40 C.F.R. 247.14;
 - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 - 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.