

## AGREEMENT

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of June, 2021 by and between Brainfuse, Inc., a corporation organized and existing under the laws of the State of New York (hereinafter, "Brainfuse"), all New Jersey Public libraries (collectively referred to as the "Library"), and the New Jersey State Library, an institution organized and existing under the laws of the State of New Jersey, (hereinafter, "the State Library").

### W I T N E S S E T H:

WHEREAS, Brainfuse is engaged in the development and provision of educational services and content; and

WHEREAS, the State Library wishes to license the Brainfuse HelpNow service on behalf of all New Jersey public libraries; and

WHEREAS, the parties desire to supply Library students with an online tutoring services program pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of each party to the other contained herein, it hereby is mutually agreed as follows:

### ARTICLE I - PURPOSE

Brainfuse shall provide online tutoring to Library students pursuant to the terms set forth herein.

### ARTICLE II - RESPONSIBILITIES OF THE PARTIES

#### **Section 2.1     Responsibilities of Brainfuse**

- (a) Brainfuse shall prepare and provide instant access homework help for Library students in mathematics, English, social studies, and science to the Library branches (hereinafter, the "Brainfuse Program"). A list of all participating Libraries is included in Appendix I and incorporated herewith into this Agreement.
- (b) Brainfuse shall serve all eligible students Monday through Sunday for nine hours per day from 2 PM ET – 11 PM ET. The Brainfuse Program shall commence on July 1, 2021.
- (c) Brainfuse shall make its online tutors available through any compatible computer to participating Library students, both within and without the library facility.

#### **Section 2.2     Responsibilities of Library**

- (a) The Library shall provide computers with Internet access, suitable for use by the Brainfuse application for students participating in the Brainfuse Program.
- (b) Technical support staff from the Library shall cooperate in good faith with Brainfuse to ensure that the Brainfuse Program is accessible from Library computers.
- (c) The Library understands that HelpNow is designed as a student-initiated homework assistance service and may not be used as part of school or class-wide mandated assignments.

### **ARTICLE III - LIABILITY**

Brainfuse shall not be responsible or liable for any disruption, pause or cessation of the Brainfuse Program caused by actions or events beyond Brainfuse's immediate control, including, but not limited to, Internet disruptions, the Library's computers, hardware malfunctions, firewall restrictions, browser incompatibilities, other systems problems, or the failure of patrons to attend sessions.

### **ARTICLE IV - COMPENSATION AND EXPENSES**

#### **Section 4.1     Compensation**

The State Library shall pay to Brainfuse a fee of \$475,000 for the Brainfuse Program. It should be noted that payment by the State Library to Brainfuse is contingent upon Brainfuse complying with state statutes, requirements, and Executive Orders regarding the filing of pertinent certifications, forms and statements, as required. For every contract term that spans more than one fiscal year, the State Library's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and the availability of funds. All expenses incurred and invoiced against this Agreement are due and payable within sixty (60) days of invoice date. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Brainfuse shall continue to provide their current services to any New Jersey public library currently receiving the Brainfuse Program for the period effective June 15<sup>th</sup>, 2021 – June 30<sup>th</sup>, 2021 free of charge.

#### **Section 4.2     Expenses**

Except as provided otherwise herein, the parties to this Agreement shall be responsible for their own expenses, including taxes and general administrative expenses. Brainfuse shall not be responsible for providing the necessary hardware or software (including, but not limited to, computers, speakers, microphones, Internet access, as well as browsers and firewall modifications) for the proper operation of the Brainfuse Program.

### **ARTICLE V - TERM OF THE AGREEMENT**

This Agreement shall remain valid through June 30, 2022 and may be renewed for three additional one-year terms by the parties upon the written consent of both Brainfuse and the State Library. Such mutual consent to renew shall take place at least 15 days prior to the expiration of the Agreement ("Renewal Period").

### **ARTICLE VI - NOTICES AND LEGAL ADDRESSES OF THE PARTIES**

**Section 6.1     Legal Addresses** All notices or other communications required or which may be given hereunder shall be addressed and forwarded as set forth herein. Any such notice if sent to State Library shall be addressed as follows:

New Jersey State Library  
PO Box 520  
Trenton, NJ 08625

Any such notice if sent to Brainfuse shall be addressed as follows:

Brainfuse, Inc.  
271 Madison Avenue  
Third Floor  
New York, New York 10016  
Telephone: [REDACTED]

**Section 6.2**     **Electronic Transmissions** Any notice, invoice or other communication hereunder shall be deemed to have been properly transmitted when sent by telegraph, telecopy, cable transmission, or any other form of electronic communication, and shall be deemed to have been given on the date of receipt thereof.

## **ARTICLE VII - GENERAL PROVISIONS**

**Section 7.1**     **Survival** The representations, warranties, general covenants, and indemnities contained herein shall survive the termination of this Agreement.

**Section 7.2**     **Applicable Law** This Agreement shall be construed in accordance with, and governed by the laws of the State of New Jersey.

**Section 7.3**     **Entire Agreement** This instrument, including additional terms set forth in the attached State Library and Federal terms and conditions, contains the entire agreement between the parties and supersedes all other prior negotiations, undertakings, notes, memoranda, and agreements, whether written or oral, concerning the specific subject matter hereof, and may only be modified, altered, changed, or amended by agreement between the parties in writing.

**Section 7.4**     **Waiver** No waiver, alteration, amendment, or modification of this Agreement, or any covenant, condition, or limitation contained in this Agreement is valid unless in writing and duly executed by the party to be charged therewith.

**Section 7.5**     **Illegality/Unenforceability** In the event that any provision of this Agreement is declared illegal or unenforceable in any respect under applicable law, rule, or court decision, (1) the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and (2) this Agreement shall be construed so as to effectuate as nearly as possible the intent of said provision and the intent of the parties hereto.

**Section 7.6**     **Successors and Assigns** This Agreement, and the rights and benefits under this Agreement, shall not be assignable, without the written consent of each of the parties hereto.


**Section 7.7**     **Facsimile Signatures** The parties agree that facsimile and/or digital signature of this Agreement shall be deemed to be valid, binding, and legally enforceable.

IN WITNESS WHEREOF the parties hereto have set their hands as of the date above written.

New Jersey State Library

Brainfuse, Inc.

By: **Sheri Shafer**  
Digitally signed by Sheri Shafer  
Date: 2021.07.02 14:49:34 -04'00'  
Name: Sheri Shafer  
Title: Chief Financial Officer

By:   
Name: Alex Sztuden  
Title: Managing Director

**APPENDIX I  
NEW JERSEY PUBLIC LIBRARIES INCLUDED IN BRAINFUSE AGREEMENT**

LIBRARY ADMINISTRATION	Mains	Branches	Library Name	Street	City	ZIP	ZIP + 4
ABSECON	1	0	Absecon Public Library	305 New Jersey Avenue	Absecon	08201	2412
ALLENDALE	1	0	Lee Memorial Library	500 W. Crescent Avenue	Allendale	07401	1726
ALPHA BORO	1	0	W.H. Walters Free Public Library	1001 E. Blvd	Alpha	08865	4418
ASBURY PARK	1	0	ASBURY PARK FREE PUBLIC LIBRARY	500 First Avenue	Asbury Park	07712	6193
ATLANTIC CITY	1	1	Atlantic City Free Public Library	1 N. Tennessee Avenue	Atlantic City	08401	4606
ATLANTIC COUNTY LIBRARY	1	9	Atlantic County Library	40 Farragut Avenue	Mays Landing	08330	1750
AUDUBON BORO	1	0	Audubon Free Public Library	239 Oakland Avenue	Audubon	08106	1598
AVALON	1	1	Avalon Free Public Library	235 32nd Street	Avalon	08202	1766
AVON-BY-THE-SEA	1	0	Avon Free Public Library	Garfield & Fifth Avenues	Avon-by-the-Sea	07717	1102
BASS RIVER TOWNSHIP	1	0	BASS RIVER COMMUNITY LIBRARY	11 North Maple Avenue	New Gretna	08224	0304
BAYONNE	1	0	Bayonne Free Public Library	697 Avenue C	Bayonne	07002	2806
BEACH HAVEN	1	0	Beach Haven Free Public Library	Third Street & Beach Avenue	Beach Haven	08008	1788
BEDMINSTER-FAR HILLS	1	0	Bedminster-Far Hills	2336 Lamington Road	Bedminster	07921	2609
BELLEVILLE	1	0	Belleville Public Library	221 Washington Avenue	Belleville	07109	3152
BELMAR	1	0	Belmar Public Library	517 Tenth Avenue	Belmar	07719	2316
BERGENFIELD	1	0	Bergenfield Free Public Library	50 W. Clinton Avenue	Bergenfield	07621	2707
BERKELEY HEIGHTS	1	0	Berkeley Heights Free Public Library	290 Plainfield Avenue	Berkeley Heights	07922	1438
BERLIN BORO	1	0	Marie Fleche Memorial Library	49 South White Horse Pike	Berlin	08009	2394
BERNARDS TWP	1	0	BERNARDS TOWNSHIP LIBRARY	32 S. Maple Avenue	Basking Ridge	07920	1216
BERNARDSVILLE	1	0	Bernardsville Public Library	1 Anderson Hill Road	Bernardsville	07924	2316
BEVERLY	1	0	Beverly Free Library	441 Cooper St.	Beverly	08010	3405
BLOOMFIELD	1	0	Bloomfield public library	90 Broad Street	Bloomfield	07003	2522
BLOOMINGDALE	1	0	Bloomington Free Public Library	101 Hamburg Turnpike	Bloomington	07403	1297
BOGOTA	1	0	Bogota Public Library	375 Larch Avenue	Bogota	07603	1056
BOONTON TOWN	1	0	Boonton Holmes Public Library	621 Main Street	Boonton	07005	1717
BRADLEY BEACH	1	0	Bradley Beach Public Library	511 Fourth Avenue	Bradley Beach	07720	1248
BRIDGETON	1	0	Bridgeton Free Public Library	150 E. Commerce Street	Bridgeton	08302	2613
BRIELLE	1	0	Brielle Public Library	610 South Street	Brielle	08730	1448
BURLINGTON CITY	1	0	Library Company of Burlington	23 W. Union Street	Burlington	08016	4403
BURLINGTON COUNTY LIBRARY	1	7	Burlington County Library	5 Pioneer Blvd	Westampton	08060	3825
BUTLER	1	0	Butler Public Library	One Ace Road	Butler	07405	1375
CALDWELL	1	0	Caldwell Free Public Library	288 Bloomfield Avenue	Caldwell	07006	5102
CAMDEN COUNTY LIBRARY	1	7	Camden County Library	203 Laurel Road	Voorhees	08043	2349
CAPE MAY COUNTY LIBRARY	1	7	Cape May County Library	30 Mechanic Street	Cape May Court Ho	08210	2320
CARLSTADT	1	0	William E. Dermody Free Public Library	420 Hackensack Street	Carlstadt	07072	1316
CARTERET	1	0	Carteret Free Public Library	100 Cooke Avenue	Carteret	07008	3065
CEDAR GROVE	1	0	Cedar Grove Free Public Library	One Municipal Plaza	Cedar Grove	07009	1799
CHATHAM BORO & TWP	1	0	Chatham's Joint Free Public Library	214 Main Street	Chatham	07928	2812
CHERRY HILL	1	0	Cherry Hill Free Public Library	1100 Kings Highway North	Cherry Hill	08034	1911
CHESTER BORO & TWP	1	0	Chester Library	250 West Main Street	Chester	07930	9624
CHESTERFIELD TWP	1	0	Crosswicks Library Company	483 Main Street	Crosswicks	08015	0147
CLARK	1	0	Clark Public Library	303 Westfield Avenue	Clark	07066	1704
CLEMENTON	1	0	CLEMENTON MEMORIAL LIBRARY	195 Gibbsboro Road	Clementon	08021	4000
CLIFFSIDE PARK	1	0	Cliffside Park Free Public Library	505 Palisade Avenue	Cliffside Park	07010	2914
CLIFTON	1	1	Clifton Public Library	292 Piaget Avenue	Clifton	07011	2521
CLOSTER	1	0	Closter Public Library	280 High Street	Closter	07624	1812
COLLINGSWOOD	1	0	Collingswood Free Public Library	771 Haddon Avenue	Collingswood	08108	3714
CRANBURY	1	0	Cranbury Public Library	23 N. Main Street	Cranbury	08512	3203
CRANFORD	1	0	Cranford Public Library	224 Walnut Avenue	Cranford	07016	2931
CRESSKILL	1	0	Cresskill Public Library	53 Union Avenue	Cresskill	07626	2126
CUMBERLAND COUNTY LIBRARY	1	0	Cumberland County Library	800 E. Commerce Street	Bridgeton	08302	2279
DELANCO	1	0	Delanco Public Library	1303 Burlington Avenue	Delanco	08075	4698
DEMAREST	1	0	Demarest Public Library Association	90 Hardenburgh Avenue	Demarest	07627	2137
DENVILLE	1	0	Denville Free Public Library	121 Diamond Spring Road	Denville	07834	2749
DEPTFORD TWP	1	0	James H. Johnson Memorial Library	670 Ward Drive	Deptford	08096	6299
DOVER	1	0	Dover Free Public Library	32 E. Clinton Street	Dover	07801	3953
DUMONT	1	0	Dixon Homestead Library	180 Washington Avenue	Dumont	07628	2305
DUNELLEN	1	0	Dunellen Free Public Library	New Market Road	Dunellen	08812	1496
EAST BRUNSWICK	1	0	East Brunswick Public Library	2 Jean Walling Drive	East Brunswick	08816	3547
EAST HANOVER	1	0	East Hanover Township Free Public Library	415 Ridgedale Avenue	East Hanover	07936	1440
EAST ORANGE	1	3	East Orange Public Library	21 S. Arlington Avenue	East Orange	07018	3804
EAST RUTHERFORD	1	0	East Rutherford Memorial Library	143 Boiling Springs Avenue	East Rutherford	07073	1810
EATONTOWN	1	0	Eatontown Borough Library	33 Broad Street	Eatontown	07724	1519
EDGEWATER	1	0	Edgewater Free Public Library	49 Hudson Avenue	Edgewater	07020	1339
EDISON	1	2	Edison Township Free Public Library	340 Plainfield Avenue	Edison	08817	3147
ELIZABETH	1	3	Elizabeth Free Public Library	11 South Broad St.	Elizabeth	07202	3401
ELMER	1	0	Elmer Public Library	120 S. Main Street	Elmer	08318	2233
ELMWOOD PARK	1	0	Elmwood Park Free Public Library	210 Lee Street	Elmwood Park	07407	2704
EMERSON	1	0	EMERSON PUBLIC LIBRARY	20 Palisade Avenue	Emerson	07630	1822

LIBRARY ADMINISTRATION	Mains	Branches	Library Name	Street	City	ZIP	ZIP + 4
ENGLEWOOD	1	0	Englewood Free Public Library	31 Engle Street	Englewood	07631	2903
FAIR HAVEN	1	0	Fair Haven	748 River Road	Fair Haven	07704	3397
FAIR LAWN	1	0	Maurice M. Pine Free Public Library	10-01 Fair Lawn Avenue	Fair Lawn	07410	1816
FAIRFIELD	1	0	Anthony Pio Costa Memorial Library	261 Hollywood Avenue	Fairfield	07004	1360
FAIRVIEW	1	0	Fairview Free Public Library	213 Anderson Avenue	Fairview	07022	2029
FANWOOD	1	0	Fanwood Memorial Library	14 Tillotson Road	Fanwood	07023	1399
FLEMINGTON	1	0	Flemington Free Public Library	118 Main Street	Flemington	08822	1617
FLORENCE TWP	1	0	FLORENCE TOWNSHIP LIBRARY	1350 Hornberger Avenue	Roebling	08554	1310
FLORHAM PARK	1	0	Florham Park Free Public Library	107 Ridgedale Avenue	Florham Park	07932	1707
FORT LEE	1	0	Fort Lee Free Public Library	320 Main Street	Fort Lee	07024	4706
FRANKLIN LAKES	1	0	Franklin Lakes Free Public Library	470 DeKorte Drive	Franklin Lakes	07417	1998
FRANKLIN TWP (0805)	1	0	Franklin Twp Public Library/GLOUCESTER	1584 Coles Mill Road	Franklinville	08322	2795
FRANKLIN TWP (1808)	1	1	Franklin Twp Public Library/Somerset	485 DeMott Lane	Somerset	08873	2709
FREEHOLD BORO	1	0	Freehold Public Library	28 1/2 E. Main Street	Freehold	07728	2202
FRENCHTOWN	1	0	Frenchtown Free Library	29 Second Street	Frenchtown	08825	1131
GARFIELD	1	0	GARFIELD FREE PUBLIC LIBRARY	500 Midland Avenue	Garfield	07026	1606
GARWOOD	1	0	Garwood Free Public Library	411 Third Avenue	Garwood	07027	1018
GIBBSBORO	1	0	Gibbsboro Public Library	49 Kirkwood Road	Gibbsboro	08026	1499
GLEN RIDGE	1	0	Glen Ridge Free Public Library	240 Ridgewood Avenue	Glen Ridge	07028	1425
GLEN ROCK	1	0	Glen Rock Public Library	315 Rock Road	Glen Rock	07452	1722
GLOUCESTER CITY	1	0	Gloucester City Library	50 N. Railroad Avenue	Gloucester City	08030	1592
GLOUCESTER COUNTY LIBRARY	1	4	Gloucester County Library	389 Wolfert Station Road	Mullica Hill	08062	1533
HACKENSACK	1	0	Johnson Free Public Library	274 Main Street	Hackensack	07601	7507
HACKETTSTOWN	1	0	Hackettstown Free Public Library	110 Church Street	Hackettstown	07840	2206
HADDON HEIGHTS	1	0	Haddon Heights Public Library	608 Station Avenue	Haddon Heights	08035	0240
HADDONFIELD	1	0	Haddonfield Public Library	60 N. Haddon Avenue	Haddonfield	08033	2469
HALEDON	1	0	Haledon Free Public Library	510 Belmont Avenue	Haledon	07508	1314
HAMILTON	1	0	Hamilton Township Free Public Library	1 Justice Samuel A. Alito, Jr. Way	Hamilton	08619	3809
HANOVER TWP	1	0	Whippanong Library/Hanover Township	1000 Route 10	Whippany	07981	1005
HARDING TOWNSHIP	1	0	Harding Township Library	21 Blue Mill Road	New Vernon	07976	0283
HARRINGTON PARK	1	0	Harrington Park Public Library	10 Herring Street	Harrington Park	07640	1522
HARRISON	1	0	Harrison Public Library	415 Harrison Ave	Harrison	7029	
HASBROUCK HEIGHTS	1	0	Hasbrouck Heights Free Public Library	320 Boulevard	Hasbrouck Heights	07604	1721
HAWORTH	1	0	Haworth Municipal Library	300 Haworth Avenue	Haworth	07641	1224
HAWTHORNE	1	0	Louis Bay 2nd Library	345 Lafayette Avenue	Hawthorne	07506	2560
HIGH BRIDGE	1	0	HIGH BRIDGE PUBLIC LIBRARY	71 Main Street	High Bridge	08829	1902
HIGHLAND PARK	1	0	Highland Park Public Library	31 N. Fifth Avenue	Highland Park	08904	2936
HILLSDALE	1	0	Hillsdale Free Public Library	509 Hillsdale Avenue	Hillsdale	07642	2710
HILLSIDE	1	0	Hillside Public Library	John F. Kennedy Plaza	Hillside	07205	1893
HOBOKEN	1	0	Hoboken Public Library	500 Park Avenue	Hoboken	07030	3906
HO-HO-KUS	1	0	Worth-Pinkham Memorial Library	91 Warren Avenue	Ho-Ho-Kus	07423	1544
HOLLAND	1	0	Holland Township Free Public Library	129 Spring Mills Road	Milford	08848	1944
HOPEWELL BORO	1	0	Hopewell Public Library	13 E. Broad Street	Hopewell	08525	1829
HUNTERDON COUNTY LIBRARY	1	2	Hunterdon County Library	314 State Highway 12, Bldg. #3	Flemington	08822	4113
IRVINGTON	1	0	Irvington Public Library	Civic Square	Irvington	07111	2498
JAMESBURG	1	0	Jamesburg Public Library	229 Gatzmer Avenue	Jamesburg	08831	1352
JEFFERSON TWP	1	0	Jefferson Township Public Library	1031 Weldon Road	Oak Ridge	07438	9511
JERSEY CITY	1	9	Jersey City Free Public Library	472 Jersey Avenue	Jersey City	07302	3456
KEARNY	1	1	Kearny Public Library	318 Kearny Avenue	Kearny	07032	2505
KENILWORTH	1	0	Kenilworth Public Library	548 Boulevard	Kenilworth	07033	1655
KEYPORT	1	0	Keyport Free Public Library	Broad Street	Keyport	07735	1202
KINNELON	1	0	Kinnelon Public Library	132 Kinnelon Road	Kinnelon	07405	2393
LAMBERTVILLE	1	0	Lambertville Free Public Library	6 Lilly Street	Lambertville	08530	1804
LEONIA	1	0	Leonia Public Library	227 Fort Lee Road	Leonia	07605	1996
LINCOLN PARK	1	0	Lincoln Park Public Library	12 Boonton Turnpike	Lincoln Park	07035	1741
LINDEN	1	0	Linden Free Public Library	31 E. Henry Street	Linden	07036	2901
LINWOOD	1	0	Linwood Public Library	301 Davis Avenue	Linwood	08221	1820
LITTLE FALLS	1	0	Little Falls Public Library	8 Warren Street	Little Falls	07424	2230
LITTLE FERRY	1	0	Little Ferry Free Public Library	239 Liberty Street	Little Ferry	07643	1736
LITTLE SILVER	1	0	Little Silver Public Library	484 Prospect Avenue	Little Silver	07739	1430
LIVINGSTON	1	0	Ruth L. Rockwood Memorial Library	10 Robert H. Harp Drive	Livingston	07039	3986
LODI	1	0	Lodi Memorial Library	1 Memorial Drive	Lodi	07644	1692
LONG BRANCH	1	1	Long Branch Free Public Library	328 Broadway	Long Branch	07740	6938
LONG HILL TWP	1	0	Long Hill Township Free Public Library	917 Valley Road	Gillette	07980	1203
LONGPORT	1	0	Longport Public Library	2305 Atlantic Ave	Longport	8403	
LYNDHURST	1	0	Lyndhurst Free Public Library	355 Valley Brook Avenue	Lyndhurst	07071	1810
MADISON	1	0	Madison Public Library	39 Keep Street	Madison	07940	2616
MAHWAH TOWNSHIP	1	0	Mahwah Free Public Library	100 Ridge Road	Mahwah Township	07430	1807
MANASQUAN	1	0	MANASQUAN PUBLIC LIBRARY	55 Broad Street	Manasquan	08736	2930
MAPLEWOOD	1	1	Maplewood Memorial Library	51 Baker Street	Maplewood	07040	2618
MARGATE CITY	1	0	Margate City Public Library	8100 Atlantic Avenue	Margate	08402	2602
MATAWAN-ABERDEEN	1	0	Matawan-Aberdeen Public Library	165 Main Street	Matawan	07747	3126
MAYWOOD	1	0	Maywood Public Library	459 Maywood Avenue	Maywood	07607	1909

LIBRARY ADMINISTRATION	Mains	Branches	Library Name	Street	City	ZIP	ZIP + 4
MENDHAM BORO	1	0	Mendham Free Public Library	10 Hilltop Road	Mendham	07945	1215
MENDHAM TWP	1	0	Mendham Township Library	2 West Main St	BROOKSIDE	07926	0500
MERCER COUNTY LIBRARY	1	8	Mercer County Library System	2751 Brunswick Pike	Lawrenceville	08648	4132
METUCHEN	1	0	Metuchen Public Library	480 Middlesex Avenue	Metuchen	08840	1412
MIDDLESEX	1	0	Middlesex Public Library	1300 Mountain Avenue	Middlesex	08846	2039
MIDDLETOWN	1	0	Middletown Township Public Library	55 New Monmouth Road	Middletown	07748	2103
MIDLAND PARK	1	0	Midland Park Memorial Library	250 Godwin Avenue	Midland Park	07432	1836
MILFORD	1	0	Milford Public Library	40 Frenchtown-Milford Road	Milford	08848	9601
MILLBURN	1	0	Millburn Free Public Library	200 Glen Avenue	Millburn	07041	1620
MILLTOWN	1	0	Milltown Public Library	20 W. Church Street	Milltown	08850	1528
MILLVILLE	1	0	Millville Public Library	210 Buck Street	Millville	08332	3818
MONMOUTH BEACH	1	0	Sidney B Johnson Library	18 Willow Avenue	Monmouth Beach	07750	1419
MONMOUTH COUNTY LIBRARY	1	12	Monmouth County Library	125 Symmes Drive	Manalapan	07726	3224
MONROE	1	0	Monroe Twp Public Library/Middlesex	4 Municipal Plaza	Monroe Township	08831	1900
MONROE TWP	1	0	Monroe Twp Public Library/Gloucester	306 S. Main Street	Williamstown	08094	1727
MONTCLAIR	1	1	Montclair Public Library	50 S. Fullerton Avenue	Montclair	07042	2629
MONTVALE	1	0	Montvale Free Public Library	12 Mercedes Drive	Montvale	07645	1816
MONTVILLE	1	0	Montville Township Public Library	90 Horseneck Road	Montville	07045	9626
MOORESTOWN	1	0	Moorestown Library	111 W. Second Street	Moorestown	08057	2481
MORRIS COUNTY LIBRARY	1	0	Morris County Library	30 E. Hanover Avenue	Whippany	07981	1825
MORRIS PLAINS	1	0	morris plains library	77 Glenbrook Road	Morris Plains	07950	2246
MORRISTOWN & TWP	1	0	Morristown-Morris Twp Joint Public Library	1 Miller Road	Morristown	07960	5234
MOUNT ARLINGTON	1	0	Mount Arlington Public Library	333 Howard Boulevard	Mount Arlington	07856	1131
MOUNT LAUREL	1	0	Mount Laurel Library	100 Walt Whitman Avenue	Mount Laurel	08054	9539
MOUNT OLIVE	1	0	The Free Public Library of Mt. Olive Township	202 Flanders-Drakestown Rd.	Flanders	07836	4031
MOUNTAIN LAKES	1	0	MOUNTAIN LAKES FREE PUBLIC LIBRARY	9 Elm Road	Mountain Lakes	07046	1316
MOUNTAINSIDE	1	0	Mountainside Free Public Library	Constitution Plaza	Mountainside	07092	1898
NEPTUNE CITY	1	0		106 W sylvania Ave	Neptune	07753	1125
NEPTUNE TOWNSHIP	1	0	Neptune Township Public Library	25 Neptune Boulevard	Neptune	07753	1125
NEW BRUNSWICK	1	0	New Brunswick Free Public Library	60 Livingston Avenue	New Brunswick	08901	2520
NEW MILFORD	1	0	NEW MILFORD PUBLIC LIBRARY	200 Dahlia Avenue	New Milford	07646	1812
NEW PROVIDENCE	1	0	New Providence Memorial Library	377 Elkwood Avenue	New Providence	07974	1837
NEWARK	1	8	Newark Public Library	5 Washington Street	Newark	07102	3105
NEWFIELD	1	0	Newfield Public Library	115 Catawba Avenue	Newfield	08344	9511
NORTH ARLINGTON	1	0	North Arlington Public Library	210 Ridge Road	North Arlington	07031	6036
NORTH BERGEN	1	1	North Bergen Free Public Library	8411 Bergenline Avenue	North Bergen	07047	5051
NORTH BRUNSWICK	1	0	North Brunswick Free Public Library	880 Hermann Road	North Brunswick	08902	2341
NORTH HALEDON	1	0	North Haledon Free Public Library	129 Overlook Avenue	North Haledon	07508	2533
NORTHFIELD	1	0	Otto Bruyns Public Library	241 W. Mill Road	Northfield	08225	2240
NORTHVALE	1	0	Northvale Public Library	116 Paris Avenue	Northvale	07647	1532
NORWOOD	1	0	norwood public library	198 Summit Street	Norwood	07648	1835
NUTLEY	1	0	Nutley Free Public Library	93 Booth Drive	Nutley	07110	2706
OAKLAND	1	0	OAKLAND PUBLIC LIBRARY	2 Municipal Plaza	Oakland	07436	1894
OAKLYN	1	0	Oaklyn Memorial Library	602 Newton Avenue	Oaklyn	08107	1232
OCEAN CITY	1	0	Ocean City Free Public Library	1735 Simpson Avenue	Ocean City	08226	2198
OCEAN COUNTY LIBRARY	1	20	Ocean County	101 Washington Street	Toms River	08753	7625
OLD BRIDGE	1	1	Old Bridge Public Library	1 Old Bridge Plaza	Old Bridge	08857	2474
OLD TAPPAN	1	0	Old Tappan Free Public Library	56 Russell Avenue	Old Tappan	07675	7242
ORADELL	1	0	Oradell Public Library	375 Kinderkamack Road	Oradell	07649	2122
ORANGE	1	0	THE ORANGE PUBLIC LIBRARY	348 Main Street	Orange	07050	2794
OXFORD TWP	1	0		42 Washington Avenue	Oxford	07863	0038
PALISADES PARK	1	0	Palisades Park Free Public Library	257 Second Street	Palisades Park	07650	1534
PARAMUS	1	1	Paramus Public Library	E. 116 Century Road	Paramus	07652	4398
PARK RIDGE	1	0	Park Ridge Free Public Library	51 Park Avenue	Park Ridge	07656	1252
PARSIPPANY-TROY HILLS	1	2	Parsippany -Troy Hills Public Library	449 Halsey Road	Parsippany	07054	0597
PASSAIC	1	1	Passaic Public Library	195 Gregory Avenue	Passaic	07055	4805
PATERSON	1	3	Paterson Free Public Library	250 Broadway	Paterson	07501	2032
PAULSBORO	1	0	Gill Memorial Library	145 E. Broad Street	Paulsboro	08066	1452
PENNINGTON	1	0	Pennington Free Public Library	30 N. Main Street	Pennington	08534	2295
PENNSAUKEN	1	0	Pennsauken Free Public Library	5605 Crescent Boulevard	Pennsauken	08110	1834
PENNSVILLE	1	0	Pennsville Public Library	190 S. Broadway	Pennsville	08070	2220
PEQUANNOCK TWP	1	0	Pequanock Township Public Library	477 Newark Pompton Turnpike	Pompton Plains	07444	1744
PERTH AMBOY	1	0	PERTH AMBOY FREE PUBLIC LIBRARY	196 Jefferson Street	Perth Amboy	08861	4106
PHILLIPSBURG	1	0	Phillipsburg Free Public Library	200 Broualaw Way	Phillipsburg	08865	1625
PISCATAWAY	1	1	Piscataway Public Library	500 Hoes Lane	Piscataway	08854	5040
PITMAN	1	0	McCowan Memorial Library	15 Pitman Avenue	Pitman	08071	1187
PLAINFIELD	1	0	Plainfield Free Public Library	800 Park Avenue	Plainfield	07060	2594
PLAINSBORO	1	0	Plainsboro Free Public Library	9 Van Doren Street	Plainsboro	08536	2096
POMPTON LAKES	1	0	Pompton Lakes Borough Free Public Library	333 Wanaque Avenue	Pompton Lakes	07442	1840
PRINCETON BORO	1	0	Princeton Public Library	65 Witherspoon Street	Princeton	08542	3214
RAHWAY	1	0	Rahway Public Library	2 City Hall Plaza	Rahway	07065	5075
RAMSEY	1	0	Ramsey Free Public Library	30 Wyckoff Avenue	Ramsey	07446	2227
RANDOLPH TWP	1	0	Randolph Township Free Public Library	28 Calais Road	Randolph	07869	3607

LIBRARY ADMINISTRATION	Mains	Branches	Library Name	Street	City	ZIP	ZIP + 4
RARITAN	1	0	Raritan Public Library	54 E. Somerset Street	Raritan	08869	2113
RED BANK	1	0	Red Bank Public Library	84 W. Front Street	Red Bank	07701	1645
RIDGEFIELD	1	0	Ridgefield Free Public Library	527 Morse Avenue	Ridgefield	07657	1839
RIDGEFIELD PARK	1	0	Ridgefield Park Public Library	107 Cedar Street	Ridgefield Park	07660	1707
RIDGEWOOD VILLAGE	1	0	Ridgewood Public Library	125 N. Maple Avenue	Ridgewood	07450	3242
RINGWOOD	1	0	Ringwood Public Library	30 Cannick Drive	Ringwood	07456	2021
RIVER EDGE	1	0	River Edge Free Public Library	Elm & Tenney Avenues	River Edge	07661	1499
RIVER VALE	1	0	River Vale Public Library	412 Rivervale Road	River Vale	07675	5723
RIVERDALE	1	0	Riverdale Public Library	93 Newark Pompton Tpke	Riverdale	07457	1426
RIVERSIDE	1	0	Riverside Public Library	10 Zurbrugg Way	Riverside	08075	3258
ROCHELLE PARK	1	0	Rochelle Park Public Library	Municipal Bldg 151 w passaic st	Rochelle Park	07662	3394
ROCKAWAY BORO	1	0	Rockaway Borough Free Public Library	82 E. Main Street	Rockaway	07866	3518
ROCKAWAY TWP	1	1	Rockaway Township Free Public Library	61 Mount Hope Road	Rockaway	07866	1634
ROSELAND	1	0	Roseland Free Public Library	20 Roseland Avenue	Roseland	07068	1235
ROSELLE	1	0	Trustees of the Free Public Library of the Bo	104 W. Fourth Avenue	Roselle	07203	2083
ROSELLE PARK	1	0	Roselle Park Veterans Memorial Library	404 Chestnut Street	Roselle Park	07204	1902
ROXBURY TWP	1	0	Roxbury Public Library	103 Main Street	Succasunna	07876	1417
RUMSON	1	0	Oceanic Free Library	109 Avenue of Two Rivers	Rumson	07760	1800
RUNNEMEDE	1	0	Runnemede Public Library	Broadway & Black Horse Pike	Runnemede	08078	1144
RUTHERFORD	1	0	Rutherford Free Public Library	150 Park Avenue	Rutherford	07070	1959
SADDLE BROOK	1	0	Saddle Brook Free Public Library	340 Mayhill Street	Saddle Brook	07663	4641
SALEM	1	0	SALEM FREE PUBLIC LIBRARY	112 W. Broadway	Salem	08079	1302
SAYREVILLE	1	0	Sayreville Free Public Library	1050 Washington Road	Parlin	08859	1061
SCOTCH PLAINS	1	0	Scotch Plains Public Library	1927 Bartle Avenue	Scotch Plains	07076	1212
SEA BRIGHT	1	0		1097 Ocean Avenue	Sea Bright	07760	2178
SEA GIRT	1	0		The Plaza	Sea Girt	08750	0414
SECAUCUS	1	0	Secaucus Free Public Library	1379 Paterson Plank Road	Secaucus	07094	3596
SOMERSET COUNTY LIBRARY	1	9	Somerset County Library	1 Vogt Drive	Bridgewater	08807	0700
SOUTH AMBOY	1	0	Dowdell Library of South Amboy	100 Harold G. Hoffman Plaza	South Amboy	08879	1697
SOUTH BRUNSWICK	1	0	South Brunswick Public Library	110 Kingston Lane	Monmouth Junction	08852	9719
SOUTH ORANGE	1	0	South Orange Public Library	65 Scotland Road	South Orange	07079	2069
SOUTH PLAINFIELD	1	0	South Plainfield Free Public Library	2484 Plainfield Avenue	South Plainfield	07080	3531
SOUTH RIVER	1	0	SOUTH RIVER PUBLIC LIBRARY	55 Appleby Avenue	South River	08882	2486
SOUTHAMPTON TWP	1	0	South Hampton Township	94 Main Street	Vincentown	08088	8870
SPARTA	1	0	Sparta Public Library	22 Woodport Road	Sparta	07871	2420
SPOTSWOOD	1	0	Spotswood Public Library	548 Main Street	Spotswood	08884	1649
SPRING LAKE BORO	1	0					
SPRINGFIELD	1	0	Springfield Free Public Library	66 Mountain Avenue	Springfield	07081	1730
STRATFORD	1	0	Stratford Public Library	303 Union Avenue	Stratford	08084	1313
SUMMIT	1	0	Summit Free Public Library	75 Maple Street	Summit	07901	2504
SUSSEX COUNTY LIBRARY	1	5	Sussex County Library	125 Morris Turnpike	Newton	07860	4913
TEANECK	1	0	Teaneck Public Library	840 Teaneck Road	Teaneck	07666	4502
TENAFLY	1	0	Tenafly Free Public Library	100 Riveredge Road	Tenafly	07670	2087
TEWKSBURY	1	0	Tewksbury Township Public Library	31 Old Turnpike Road	Oldwick	08858	0049
TINTON FALLS	1	0	Tinton Falls Public Library	664 Tinton Avenue	Tinton Falls	07724	3275
TOTOWA BORO	1	0	Dwight D. Eisenhower Library	537 Totowa Road	Totowa	07512	1699
TRENTON	1	0	Trenton Free Public Library	120 Academy Street	Trenton	08608	1302
UNION	1	1	Union Free Public Library	1980 Morris Avenue	Union	07083	3597
UNION BEACH	1	0	Union Beach Memorial Library	810 Union Ave	Union Beach	7735	
UNION CITY	1	1	Union City Public Library	324 43rd Street	Union City	07087	5008
UPPER SADDLE RIVER	1	0	Upper Saddle River Public Library	245 Lake Street	Upper Saddle Rive	07458	1619
VERONA	1	0	Verona Free Public Library	17 Gould Street	Verona	07044	1929
VINELAND	1	0	Vineland Public Library	1058 E. Landis Avenue	Vineland	08360	4041
WALDWICK	1	0	Waldwick Public Library	19 E. Prospect Street	Waldwick	07463	2099
WALLINGTON	1	0	John F. Kennedy Memorial Library	92 Hathaway St	Wallington	07057	1101
WANAQUE	1	0	Wanaque Borough Free Public Library	616 Ringwood Avenue	Wanaque	07465	2012
WARREN COUNTY LIBRARY	1	3	Warren County Library	2 Shotwell Drive	Belvidere	07923	1591
WASHINGTON	1	0	Washington Twp Public Library/Bergen	144 Woodfield Road	Twp. of Washington	07676	4845
WASHINGTON BORO	1	0	Washington Public Library	20 W. Carlton Avenue	Washington	07882	1202
WASHINGTON TWP (0818)	1	0	Margaret E. Heggan Free Public Library	606 DeJsea Drive	Sewell	08080	2641
WASHINGTON TWP (1438)	1	0	Washington Twp Public Library/Morris	37 E. Springtown Road	Long Valley	07853	3342
WATERFORD TWP	1	0	Waterford Township Public Library	2204 Atco Avenue	Atco	08004	1599
WAYNE	1	1	Wayne Public Library	461 Valley Road	Wayne	07470	3532
WEEHAWKEN	1	0	Weehawken Free Public Library	49 Hauxhurst Avenue	Weehawken	07086	6803
WENONAH	1	0	Wenonah Free Public Library	101 E. Mantua Avenue	Wenonah	08090	1950
WEST CALDWELL	1	0	West Caldwell Public Library	30 Clinton Road	West Caldwell	07006	6704
WEST DEPTFORD	1	0	West Deptford Free Public Library	420 Crown Point Road	West Deptford	08086	9598
WEST MILFORD	1	0	West Milford Township Library	1470 Union Valley Road	West Milford	07480	1303
WEST NEW YORK	1	0	West New York Free Public Library	425 60th Street	West New York	07093	2241
WEST ORANGE	1	0	West Orange Free Public Library	46 Mt. Pleasant Avenue	West Orange	07052	4903
WESTFIELD	1	0	Westfield Memorial Library	550 E. Broad Street	Westfield	07090	2197
WESTVILLE	1	0	Westville Public Library	1035 Broadway	Westville	08093	1130
WESTWOOD	1	0	Westwood Free Public Library	49 Park Avenue	Westwood	07675	2119

LIBRARY ADMINISTRATION	Mains	Branches	Library Name	Street	City	ZIP	ZIP + 4
WHARTON	1	0	Wharton Public Library	15 S. Main Street	Wharton	07885	1911
WILLINGBORO	1	0	Willingboro Public Library	220 Willingboro Parkway	Willingboro	08046	2896
WOODBURGE TWP	1	3	Woodbridge Public Library	George Frederick Plaza	Woodbridge	07095	2598
WOODBURY	1	0	Woodbury Public Library	33 Delaware Street	Woodbury	08096	5925
WOODLAND PARK (formerly West Pa	1	0	Alfred H. Baumann Library	7 Brophy Lane	West Paterson	07424	2799
WOOD-RIDGE	1	0	Wood-Ridge Memorial Library	231 Hackensack Street	Wood-Ridge	07075	1205
WOODSTOWN-PIESGROVE	1	0		14 School Lane	Woodstown	08098	1331
WYCKOFF	1	0	Wyckoff Free Public Library	200 Woodland Avenue	Wyckoff	07481	1926



## STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

### I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### II. DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### III. PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

### IV. 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." See 2 CFR Part 200, Appendix II, para. C. 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.

#### **V. 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 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are 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. Additionally, contractors are required to pay wages not less than once a week.

#### **VI. COPELAND ANTI\_KICK-BACK ACT**

Where applicable, the Contractor must comply with 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").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **VII. 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 comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **VIII. 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.

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

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

##### **Clean Air Act**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **X. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **XI. 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. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**XII. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## NEW JERSEY STATE LIBRARY (NJSL) STANDARD TERMS AND CONDITIONS

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

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

### 1. STATE LAW REQUIRING MANDATORY COMPLIANCE

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

one who has failed to pay prevailing wages in accordance with the provisions of this Act.

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

### 2. LIABILITIES

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

## NEW JERSEY STATE LIBRARY (NJSL) STANDARD TERMS AND CONDITIONS

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

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

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

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

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

**3.1 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Chief Financial Officer, it is in the best interest of the Library to extend any contract entered into as a result of any proposal for a period of all or any part of a year, the Contractor will be so notified of the Treasurer's intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Treasurer's request to extend the

contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

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

### **3.3 CONTRACT TERMINATION -**

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

**3.4 PERFORMANCE GUARANTEE** - The Contractor hereby certifies that:

- a. The equipment offered is standard, new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued, and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the Library that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the Library. The Contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

## NEW JERSEY STATE LIBRARY (NJSL) STANDARD TERMS AND CONDITIONS

- e. All services rendered to the Library shall be performed in strict and full accordance with the specifications stated in the contract.

### 3.5 DELIVERY GUARANTEE –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the Library in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications, the Library may obtain the materials or services for any other available source, the difference in price, if any, to be paid by the Contractor failing to meet his commitments.
- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review or material received indicated that material other than that covered by the contract has been ordered and delivered, the Treasurer, or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the Library's approved Contractor list.
- e. Contractors shall acquaint themselves with conditions to be found at the Library and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.
- f. The Library will accept deliveries during normal business hours 9 am to 4 pm on normal business days, Monday through Friday.
- g. All items must be delivered into and placed at a point within the Library buildings as directed by the Library. Based on space limitations, deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

**3.6 SUBCONTRACTING OR ASSIGNMENT –** The contract may not be sub-contracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Chief Financial Officer or his/her Purchasing designee. Such consent, if granted, shall not relieve the Contractor of any responsibilities under the contract. In the event the Contractor proposes to subcontract for the services to be performed under the terms of the contract award, the Contractor shall state so in the submitted bid or proposal and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Library.

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

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

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

## 4. TERMS RELATING TO PRICE

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

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

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

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

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

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

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- 5.1 A discount period shall commence on the day the Library receives a properly executed Contractor invoice for products and services that have been duly accepted by the Library in accordance with the terms, conditions, and specifications of the contract or purchase order. If the invoice is received prior to delivery of the goods and services the discount period begins with the acceptance of the goods or services.
- 5.2 The date on the check or electronic payment issued by the Library in payment of that invoice shall be deemed the date of the Library response to that invoice.

### 6. CONFIDENTIAL INFORMATION

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

### 7. STANDARDS PROHIBITING CONFLICT OF INTEREST

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

- A) The Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any Library officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such Library officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such Library officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any Library officer or employee from the Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the State Ethics Commission.
- C) The Contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any Library officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Library, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to the provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the Library officer or employee

upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.

- D) No Contractor shall influence, or attempt to influence or cause to be influenced, any Contractor officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E) No Contractor shall cause or influence, or attempt to cause or influence, any Library officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.
- F) The provisions cited above in paragraph 6A. through 6E shall not be construed to prohibit a Library officer or employee from receiving gifts from or contracting with Contractors under the same terms and conditions as are offered or made available to members of the general public.
- G) The Contractor agrees to abide by the Business Ethics Guide published by the New Jersey Department of Treasury.

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