

## **NEW JERSEY DEPARTMENT OF TRANSPORTATION DPA REQUIRED FORMS**

Unless otherwise instructed, the Contractor must execute and supply the following documents/forms prior to NJDOT placing a purchase order:

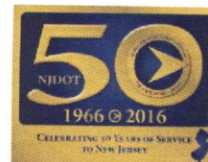
1. The State's procurement forms:

- a) **New Jersey Business Registration Certificate** (N.J.S.A. 52:32-44)  
<http://www.state.nj.us/treasury/purchase/doingbusiness.shtml#br>;
- b) **Ownership Disclosure** (N.J.S.A. 52:25-24.2)  
<http://www.state.nj.us/treasury/purchase/forms/OwnershipFinal12-14.pdf>;
- c) **Disclosure of Investigations and Actions Involving Bidder**  
<http://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf>;
- d) **Disclosure of Investment Activities in Iran** (N.J.S.A. 52:32-55 et seq.)  
<http://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>;
- e) **MacBride Principles** (N.J.S.A. 52:34-12.2)  
<http://www.state.nj.us/treasury/purchase/forms/MacBridePrinciples.pdf>;
- f) **Contractor Certification and Disclosure of Political Contributions Chapter 51**  
(N.J.S.A. 19:44A-20:13 et. seq.) **(only if purchase is over \$17,500)**  
<http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>
  - a. Please note that the State defines corporate officer as follows: *“Officers” means President, Vice Presidents with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.*
  - b. Chapter 51/ EO 117 Q & A <http://www.state.nj.us/treasury/purchase/forms/eo134/CH51-FAQ.pdf>
  - c. Chapter 51/EO 117 Summary  
<http://www.state.nj.us/treasury/purchase/forms/eo134/PayToPlay.pdf>
- g) **Vendor Certification - Chapter 271** (P.L. 2005, c. 271) **(only if purchase is over \$17,500)**  
<http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>;
- h) **Proof of compliance with New Jersey Affirmative Action requirements**  
(N.J.A.C. 17:27-1.1 et. Seq.) can be satisfied in one of the ways listed below:
  - i. Mail original New Jersey Form AA-302 Affirmative Action Employee Information Report [http://www.state.nj.us/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf) and \$150 check pursuant to the “Affirmative Action Instructions” at <http://www.state.nj.us/treasury/purchase/forms/FormAA302Instructions.pdf> and submit a copy of same;
  - ii. Or submit a current New Jersey Affirmative Action Certificate.
- i) **Source Disclosure** - Only for non-commodity services (N.J.S.A. 52:34-13.2.)  
<http://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf>
- j) **DPA Terms & Conditions** (PDF form below) or **Six Month Authorization for DPA Terms & Conditions** (PDF form below)



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600



CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

RICHARD T. HAMMER  
*Acting Commissioner*

Dear Sir/Madam:

Please be advised that per New Jersey State Statute N.J.S. 54:32B-1 et seq., all materials sold to New Jersey State Agencies are exempt from sales and use taxes. Additionally, materials are not subject to federal excise taxes.

The New Jersey Excise Tax Exemption Certificate Number is 22-75-00SOK. The State of New Jersey, IRS employer identification number (EIN) is 216-000-928.

Sincerely,

A handwritten signature in blue ink that reads "A.F. Genovese".

Anthony F. Genovese  
Director of Procurement

**State of New Jersey**  
**Division of Purchase & Property**  
**Delegated Purchasing Authority Terms and Conditions**

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.

**1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

**1.1 CORPORATE AUTHORITY-** It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

**1.2 ANTI - DISCRIMINATION--**All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and

N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

**1.3 PREVAILING WAGE ACT -** The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a 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 guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

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

**1.5 OWNERSHIP DISCLOSURE-** Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

**1.6 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.

**1.7 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.

**1.8 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 successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

**2. LIABILITIES**

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

**2.2 INDEMNIFICATION-** 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, suites, actions, recoveries, judgment and costs

and expenses 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 and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

**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 the State of New Jersey with current certificates of insurance for all coverage's 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.

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

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
  1. Broad Form Comprehensive General Liability
  2. Products / Completed Operations
  3. Premises / Operations

**State of New Jersey**  
**Division of Purchase & Property**  
**Delegated Purchasing Authority Terms and Conditions**

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than:

\$100,000 Bodily Injury, Each Occurrence

\$100,000 Disease Each Employee

\$500,000 Disease aggregate Limit

### 3. TERMS GOVERNING ALL PROPOSALS TO NEWJERSEY PROCUREMENT BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT- The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER- The bidder 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 from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

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

**E.** Trained mechanics are regularly employed to make 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.

**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.

3.3 DELIVERY GUARANTEES Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES -The State receives the right to inspect the contractor's establishment.

3.5 MAINTENANCE OF RECORDS- The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

### 4. TERMS RELATING TO PRICE QUOTATIONS

4.1 PRICE FLUCTUATIONS DURING CONTRACT- All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

4.2 DELIVERY COSTS- Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser.

**State of New Jersey**  
**Division of Purchase & Property**  
Delegated Purchasing Authority Terms and Conditions

F.0.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.3 C.O.D. TERMS-C.O.D. terms are not acceptable.

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

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT -The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

**5. CASH DEPOSITS**

**A.** A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later. .

**B.** The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST-The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

**A.** No vendor shall 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 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 any 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.

**B.** 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 Attorney General and the Executive Commission on Ethical Standards.

**C.** No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships 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 is employed or associated or in which he 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.

**D.** No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

**E.** 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 official position to secure unwarranted privileges or advantages for the vendor or any other person.

**F.** The provisions cited above in paragraph 6a. 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 6c.

Company Name \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

# State of New Jersey TERMS AND CONDITIONS

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey as a result of this proposal.

Refer to **AGENCY REF. NO.** (see proposal cover sheet) in all written and verbal correspondence.

1. **CORPORATE AUTHORITY** - All corporations doing business with the State of New Jersey must be registered with the Office of the Secretary of State. Forms are available by contacting the Office of the Secretary of State, Trenton, NJ.
2. **ANTI-DISCRIMINATION** - All parties to any contract resulting from this proposal agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38.
3. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
4. **COMPLIANCE-LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered or services performed.
5. **COMPLIANCE-STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in a accordance with the laws of the STATE OF NEW JERSEY.
6. **COMPLIANCE-CODES** - The contractor must comply with the New Jersey Uniform Construction Code(NJUCC) and the latest NEC70, B.O.C.A. Basic Building Coda, OSHA and all applicable codes for this requirement. The successful bidder will be responsible for securing and paying for all necessary permits, where applicable.
7. **LIABILITY-COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
8. **INDEMNIFICATION** - If it becomes necessary for the contractor either as principal or by agent or employee to enter the property of the State in order to perform under this agreement, the contractor agrees to use and provide all necessary and sufficient precautions against the occurrence of any accidents or injuries to any person or property during the progress of work covered. The contractor will be responsible for, indemnify and save harmless the State for accidents, injuries or damages that may occur from such work.
9. **INSURANCE** - The contractor will carry insurance as broad as the standard coverage forms currently in use in the State of New Jersey to indemnify the State against any claim for loss, damage or injury to property or person arising out of the performance of the contractor or his employees and agents of the services covered by this agreement. The contractor shall provide certificates of such insurance to the State upon request.
10. **PERFORMANCE GUARANTEE OF BIDDER** - The bidder certifies that:
  - a. The equipment offered is standard new equipment, is in current production and the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
  - b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
  - c. For all equipment purchases, the bidder shall indicate the manufacturer's standard warranty. The contractor will render prompt service, without charge, regardless of geographic location. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract/purchase order. The contract shall not be considered complete until final approval by the State's using agency is rendered.
11. **BRAND NAME ALTERNATIVES** - Brand names and/or descriptions used in this proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive material will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered must be fully explained by the bidder in an accompanying letter. A full explanation is to be given of any improved features or innovations recently developed, now on the market, but not previously available. Where specifications are attached describing the item, the bid must list in detail wherein the material offered differs from the specifications, In the absence of any changes by the bidder, it will be presumed and required that material as described in the proposal be delivered.
12. **PRICE QUOTATIONS** - Insert prices for furnishing all or any portion of the material or articles described. All prices quoted shall be firm through issuance of contract/purchase order and for delivery of quantities specified, and shall not be subject to increase during the period of the contract/purchase order. Prices shall be net and must include all transportation charges fully prepaid by the contractor, F.O.B. Destination.
13. **TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the proposal price or invoice. The State's Federal Excise Tax Exemption number is 22-75-0050K.
14. **DELIVERY - FOB.** Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.
15. **PAYMENT** - Payments will only be made against State payment vouchers. All goods are to be billed at the prices quoted. State payment voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.
16. **NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act requires State agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State payment voucher or within 60 days of receipt and acceptance of goods and services, whichever is later.
17. **CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts offered will not be considered in determining the lowest bid. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods and services, and received a properly signed and executed payment voucher form.
  - a. The date on the check issued by the State in payment of that voucher shall be deemed the date of the State's response to that voucher.
18. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - All contracts or purchase agreements made with the State of New Jersey must comply with Executive Order No. 189 (1988) concerning standards prohibiting conflicts of interest on vendor activities. The provisions of Executive Order No. 189 will be included on the purchase order issued to the award-winning vendor.

## \*\*VENDOR MUST CHECK ONE OF THE FOLLOWING\*\*

THESE TERMS APPLY TO ALL DPA PURCHASE ORDERS FOR A SIX (6) MONTH PERIOD \_\_\_\_\_

OR

THESE TERMS APPLY TO THIS ORDER ONLY \_\_\_\_\_

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

**NAME:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_