Bid Solicitation

Bid # 18DPP00260

For: T3104 – Solar Power Purchase Agreements (PPA)

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation Section 1.3.1 for more information.)	3/27/2019	2:00 PM
Quote Submission Date (Refer to Bid Solicitation Section 1.3.2 for more information.)	5/9/2019	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time. All changes will be reflected in Bid Amendments to the Bid Solicitation posted on the Division of Purchase and Property website and on www.njstart.gov.

	Status	Category
Small Business Set-Aside	☒ Not Applicable ☐ Entire Blanket P.O. ☐ Partial Blanket P.O. ☐ Subcontracting Only	☐ **I** ☐ **IV** ☐ **II** ☐ **V** ☐ **III** ☐ **VI**

Bid Solicitation Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Department of the Treasury
Division of Property Management & Construction
Cooperative Purchasing Program Participants

Date: 3/1/19

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1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation is part of the ***NJSTART*** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation, including the instructions on the Bid Solicitation's Offer and Acceptance Page*** and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml), before preparing and submitting its Quote.

NJSTART terminology is used throughout this document. See Bid Solicitation Section 2.1 for a crosswalk of ***NJSTART*** terminology to legacy terminology.

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

1.1 PURPOSE AND INTENT

This Bid Solicitation is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf the Division of Property Management and Construction (DPMC). The purpose of this Bid Solicitation is to solicit Quotes to establish a pool of prequalified Vendors {Contractors}, who will be tasked with the design, installation, maintenance and ultimate removal of Vendor {Contractor} owned Solar Photovoltaic (PV) Systems installed at various government owned sites located throughout the State. This Bid Solicitation has a term of three (3) years, pursuant to Section 5.2 below. Vendors {Contractors} who are awarded Master Blanket Purchase Orders under this Bid Solicitation will be eligible to bid on a series of projects which will be procured during the term of this Bid Solicitation.

The pool of Vendors {Contractors} will be invited to bid on a series of site specific Power Purchase Agreements (PPAs) which are expected to have a twenty (20) year term, and the potential of two (2) five-year extensions. Pursuant to those PPAs, the Using Agency which owns the site will agree to purchase electrical power generated on-site for the term of the PPA. In each location, the Vendor {Contractor} is expected to own the PV System it installs for the duration of the PPA. The only payment to the Vendor {Contractor} will be the monthly bill for electrical energy, so Vendors {Bidders} are instructed to calculate their rates so as to capture the cost of the system, plus installation, plus any required building repairs. Pricing is set forth in more detail below pursuant to section 3.1 of this Bid Solicitation.

The intent of this Bid Solicitation is to award Master Blanket Purchase Orders (Blanket P.O.s) to those responsible Vendors {Bidders} whose Quotes, conforming to this Bid Solicitation are most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. during the Blanket P.O. term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

A pool of up to forty (40) prequalified Vendors {Contractors} per System size category for the Northern and Southern Region will be awarded as follows:

Northern Region:
Pool 1: Small Systems <50kW
Pool 2: Medium Systems >50kW and <2MW

Pool 3: Large Systems 2MW and Greater

Southern Region:
Pool 1: Small Systems <50kW
Pool 2: Medium Systems >50kW and <2MW
Pool 3: Large Systems 2MW and Greater

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation will apply to all Blanket P.O.s made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

The State of New Jersey (State) intends to extend the Blanket P.O.s awarded to the Division's Cooperative Purchasing Program participants. These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges. This means that the list of possible sites that will be included in the program and which may request bids for PV installation, as set forth in Attachment 1 may change, and such sites may include facilities owned by any of the Cooperative Purchasing Program participants.

In order for the State Blanket P.O. to be extended to Cooperative Purchasing Program participants, the Vendor {Bidder} must agree to the extension by executing the Cooperative Purchase Form. Also refer to Section 4.4.6 of this Bid Solicitation. Although the State, with the consent of the Vendors {Bidders}, is making the use of any Blanket P.O. resulting from this Bid Solicitation available to non-State Agencies, the State makes no representation as to the acceptability of any State Bid Solicitation terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

The Division of Property Management & Construction (DPMC), Energy Initiatives Unit (DPMC-EIU) has identified a preliminary list of locations (see Attachment 1 - Location List). Generally, the State does not want to own or operate the Solar Panel Systems and prefers to purchase the power only. In some cases, the site specific engagements may include a provision for end of term option to purchase.

The State's goals for this Bid Solicitation are to:

- Maximize life-cycle savings through lower electric rates provided by a Solar PV Power Purchase agreement (PPA);
- Offset as much of the State's electric load as possible;
- Increase the resiliency of State facilities;
- Incorporate Energy Storage where beneficial to the State for demand management or to participate in the revenue stream associated with grid frequency modulation;
- Provide shelters for State Agencies who designate an "owner's project requirement" for shelters;
- Utilize electric utility savings to finance roof replacements, additional Energy Conservation Measures or other capital improvements;
- Lessen the State's use of non-renewable energy sources; and
- Decrease the State's carbon footprint.
- Support the goals of the New Jersey Energy Master Plan
- Create economic activity in the State

The State desires to maximize capacity of the generation facilities taking advantage of all opportunities consistent with current or future policies having jurisdiction within the State including Community Solar, Meter Aggregation and Net Metering while realizing the maximum savings as

compared to electric rates supplied by the serving Electrical Distribution Company (EDC) and the State's Blanket P.O. T2141 - Aggregated Purchase of Electric Supply (Commodity) Statewide. The Vendor {Contractor} shall serve on behalf of the Using Agency in accordance with the policies and procedures of the Using Agency's EDC in order to provide supply coordination functions, including, but not limited to an interconnection agreement. The Using Agency will utilize the Vendor {Contractor} as its primary provider of Electric Generation Service and agrees to purchase all power allocated to the facility from the Vendor's {Contractor's} array(s) for the Using Agency's Accounts from the EDC. Supplemental electricity purchases required by the site will continue to be purchased from the EDC or the State's term Blanket P.O. suppliers under State Blanket P.O. T2141.

Vendors {Bidders} should also know that New Jersey Governor Phil Murphy issued Executive Order #28, which, among other things, established goals of 600 MW of energy storage by January 1, 2021 and 2000 MW of storage by January 1, 2030. To the extent possible, the State wishes to incorporate energy storage into certain projects under this Bid Solicitation. Vendors {Bidders} should have a proven track record with solar and storage projects including references to completed projects using the same technologies as those that will be proposed in site specific Engagements.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" tab of the Bid Solicitation in ***NJSTART***.

A. Questions should be directly tied to the Bid Solicitation and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation; and

B. Each question should begin by referencing the Bid Solicitation page number and section number to which it relates.

Vendors {Bidders} may refer to the Quick Reference Guide (QRG) "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

A Vendor {Bidder} shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to the final award of the Blanket P.O.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation. Bid Amendments {Addenda} to this Bid Solicitation, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation in ***NJSTART*** after the cut-off date. (See Bid Solicitation Section 1.4.1 for further information.)

1.3.2 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions and exceptions regarding the State of New Jersey Standard Terms and Conditions (SSTC) and exceptions to mandatory requirements must be posed during the Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason(s) for the suggested changes.

1.3.3 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the Procurement Bureau of the Division at the appropriate location by the required time.

Vendors {Bidders} shall submit a Quote either electronically through ***NJSTART*** or via hard copy.

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING ARE INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN *NJSTART*.

IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN *NJSTART*.

Procedural inquiries concerning the use of ***NJSTART*** may be directed to njstart@treas.nj.gov and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation or any other Blanket P.O. via this e-mail address or phone number. For inquiries related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

1.3.4 VENDOR {BIDDER} SUPPORT

Vendors {Bidders} are strongly encouraged to visit the NJSTART Vendor Support Page, which contains QRGs, supporting videos, a glossary of ***NJSTART*** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote using the ***NJSTART*** process. It is the Vendor's {Bidder's} responsibility to ensure that the ***NJSTART*** Quote and attachments have been properly submitted.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

A Mandatory/Optional site visit is not applicable to this Bid Solicitation. However; there will be a mandatory site visit for each site specific Engagement after Blanket P.O. award.

1.3.6 MANDATORY/OPTIONAL PRE-QUOTE CONFERENCE

Not applicable to this procurement.

1.3.7 PRE-QUOTE DOCUMENT REVIEW

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS: REVISIONS TO THIS BID SOLICITATION

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment to this Bid Solicitation will become part of this Bid Solicitation and part of any Blanket P.O. awarded as a result of this Bid Solicitation.

There are no designated dates for release of Bid Amendments. Those Vendors {Bidders} who are on the bid holder list either through commodity code registration in ***NJSTART*** or by acknowledging

the bid in ***NJSTART*** should receive notification of any Bid Amendment(s). If a Vendor {Bidder} is not on the bid holder list to receive notifications related to a Bid Solicitation, Bid Amendments are still viewable on the "Summary" page of the Bid Solicitation in ***NJSTART***.

BID AMENDMENTS WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION IN *NJSTART*. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instructions. QRGs are located on the NJSTART Vendor Support Page.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all Bid Amendments related to this procurement. An interested Vendor {Bidder} should check the ***NJSTART*** "Open Bids" tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this Bid Solicitation.

1.4.4 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed Quotes, including Quotes submitted through the ***NJSTART*** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Blanket P.O. is announced.

As part of its Quote, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. Vendor {Bidder} must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. Please include a redacted copy of the Quote indicating the sections identified as confidential. **The State will not honor any attempts by a Vendor {Bidder} to designate its entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.**

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation,

but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the Bid Solicitation has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Vendor {Bidder} respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

1.4.5 ANNOUNCEMENT OF QUOTE INFORMATION

On the date and time Quotes are due under the Bid Solicitation, all information concerning the Quotes submitted may be publicly announced and shall be available for inspection and copying except as noted below:

A. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
B. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN QUOTES

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Blanket P.O. award from being made to the Vendor {Bidder}.

1.4.7 QUOTE ERRORS

In accordance with N.J.A.C. 17:12-2.11 "Proposal errors," a Vendor {Bidder} may withdraw its Quote as described below.

1.4.7.1 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

NJSTART: A Vendor {Bidder} may withdraw its Quote submission in ***NJSTART*** prior to the Quote opening; however, Vendors {Bidders} should note that while withdrawn ***NJSTART*** Quotes remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. award. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

Hard Copy: A Vendor {Bidder} may request that its hard copy Quote be withdrawn prior to the Quote opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote as long as the Quote is received prior to the announced date and time for Quote submission and at the place specified.

1.4.7.2 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO BLANKET P.O. AWARD

NJSTART **and Hard Copy**: If, after the Quote opening, but before Blanket P.O. award, a Vendor {Bidder} discovers an error in its Quote, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O.; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote and the Director may in his/her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes.

All Quote withdrawal requests must include the Bid Solicitation identification number and the final Quote submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote evaluation process, an obvious pricing error made by a potential Blanket P.O. awardee is found, the Director or his/her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

1.4.8 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as

identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote or submit it to the Director within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote and N.J.A.C. 17:12-2.2 which defines causes for Quote rejection, apply to all Quotes.

1.4.11 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes through ***NJSTART*** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. Award and That Should Be Submitted with the Quote) of this Bid Solicitation electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to ***NJSTART***.

Vendors {Bidders} submitting Quotes in hard copy format, must provide forms with original, physical signatures, otherwise its Quote may be deemed non-responsive.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this Bid Solicitation.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Bureau. Bid Amendments, if any, will be issued prior to Quote opening.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Blanket P.O. between the State and the Vendor(s) {Contractor(s)}. A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Days After Receipt of Order (ARO) – The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount – The standard price reduction applied by the Vendor {Bidder} to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Blanket P.O. award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies,

managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Master Blanket Purchase Order (Blanket P.O.) – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

No Bid – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Primary Form – An electronic form contained within a Vendor's {Bidder's} ***NJSTART*** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Blanket P.O.(s) to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation.

QRGs – Quick Reference Guides.

Quote – Vendor's {Bidder's} timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

Retainage – The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR

121.201, whichever is higher (Category III); For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – the bidding document created by the State and attached to this Bid Solicitation on which the Vendor {Bidder} submits it proposal pricing as is referenced and described in Bid Solicitation Section 4.4.5.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division. This Blanket P.O. may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. may be used by any Using Agency or quasi-State governmental entity.

Vendor {Bidder} – An entity offering a Quote in response to the Division's Bid Solicitation.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.

2.2 BLANKET P.O.-SPECIFIC DEFINITIONS/ACRONYMS

Acceptable Security Instrument – May be any one or more of the following, in the State's discretion:

(a) A surety bond naming the State of New Jersey as obligee, issued by a company on the list of approved bond sureties maintained by the New Jersey Department of Banking and Insurance. The bond shall remain in force for the entire term of this Agreement. The bond may include a provision authorizing the surety to cancel on ninety (90) days' notice, conditioned upon the Vendor {Contractor} providing the State with a substitute decommissioning bond or other acceptable bond instrument no later than thirty (30) days before the effective cancellation date of the existing bond. Should the Vendor {Contractor} fail to provide such substitute bond or instrument, the State shall be entitled to make immediate demand upon the surety

for the entire penal sum of the bond as liquidated damages to cover the anticipated cost of decommissioning.

(b) Cash or cashier's or certified checks.

(c) An irrevocable letter of credit issued by a bank or financial institution authorized to do business in the State of New Jersey.

(d) Establishment of a trust or escrow account into which the Vendor {Contractor} shall make monthly deposits of such sufficient amount (as determined by the third-party consultant retained per paragraph 3.16.1 of this Agreement) to cover the estimated anticipated cost or decommissioning. Any balance of funds remaining in the account after decommissioning shall be returned to the Vendor {Contractor}.

(e) Any other form of security as may be mutually agreed upon by the State and the Vendor {Contractor}.

Annual Escalation Rate – The fixed percentage that the Total Rate may increase every year on the anniversary of the Commercial Operation Date.

Balance of System (BOS) - Those components of a Photovoltaic (PV) System other than the photovoltaic panels. This includes but is not limited to wiring, switches, a mounting system, safety equipment, power conditioning equipment, metering equipment, one or many solar inverters, a battery bank and battery charger.

Base Rate – That rate for electricity charged to the Using Agency by the Vendor {Contractor} for power generated by on site Solar PV panels in response to this Bid Solicitation, and as set forth in the attached price schedule. The Base Rate will not change from site to site, and will only vary by size of installation (small, medium or large) or by the mounting method (roof, ground, carport). Site specific adjustments are reflected in the Rate Adder, defined below.

Blanket P.O. Year - The twelve (12) month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Blanket P.O. Year shall begin on the Commercial Operation Date.

Change in Law - Any of the following acts, events or circumstances to the extent that compliance therewith materially increases Vendor's {Contractor's} cost of performing or scope of obligations under this Blanket P.O.: (i) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of applicable law after the Effective Date; (ii) the order of any Governmental Authority issued after the Effective Date (unless such order is issued to enforce compliance with applicable law which was effective as of the Effective Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission of the Party that is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or the lack of reasonable diligence; and (iii) denial of an application for, a delay in the review, issuance or renewal of, or the suspension, termination or interruption of any governmental approvals, or the imposition of a term, condition or requirement which is more stringent or burdensome than this Blanket P.O. requires in connection with the issuance, renewal or failure of issuance or renewal of any governmental approval, to the extent that such occurrence arises after the Effective Date and is not the result of willful or negligent action, error or omission of the Party that is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action.

Commercial Operation Date - The date Vendor {Contractor} gives the State written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless the State reasonably objects within twenty (20) days of the date of such notice.

Community Solar - Solar facilities shared by multiple community subscribers who receive credit on their electricity bills for their share of the power produced. Incorporation of Community Solar into projects is subject to BPU policies and programs that may be in place at the time of the engagement.

Construction Phase - That period of time beginning with award of the Facility-Specific Engagement, or the PPA, to a Vendor {Contractor}, and ending on the Commercial Operation Date. Construction Phase is intended to cover that time period when the Vendor {Contractor} is obligated to install and set up the System, but before the System is capable of providing full electrical service to the Facility.

Definitions and Interpretation - Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Blanket P.O. as a whole and not to any particular section or subsection of this Blanket P.O.; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Blanket P.O. are strictly for convenience and shall not be considered in interpreting this Blanket P.O.

Decommissioning - The process for removing an abandoned solar panel system and remediating the land/grounds/roofs, which will be provided by Division of Property Management and Construction (DPMC). The removal of infrastructure, disposal of any components, and the stabilization and re-vegetation of the site. For rooftop systems, the roof must be left as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. The Vendor {Contractor} shall leave the Facility in neat and clean order. The Balance of System shall be removed consistent with the Interconnection Agreement with no equipment abandoned in place. When decommissioning canopy installations, foundations shall be removed, curbing or paving shall be patched and repaired consistent with the specifications that accompanied the initial installation. The site specific decommissioning requirements will be fully described in the mini-bid documents for those sites.

Delivery Point – The location of the approved interconnection to the electrical distribution grid.

DPMC – The Division of Property Management and Construction located within the Department of the Treasury.

DPMC-EIU – DPMC's Energy Initiative Unit.

Dual Billing – Separate invoicing to the State for the commodity of electric power and the transmission of that power over the same service period.

EDC – Electrical Distribution Company.

Electronic Data Interchange (EDI) - A standard format for exchanging business data electronically. The standard is ANSI X12 and it was developed by the Data Interchange Standards Association. ANSI X12 is either closely coordinated with or is being merged with an international standard, EDIFACT.

Electric Generation Service - The provision of retail electric energy and capacity which is generated on-site or off-site from the location at which the consumption of such electric energy and

capacity is metered for retail billing purposes, including agreements and arrangements related thereto.

Energy Storage – The capture of energy produced at one time for use at a later time. A device that stores energy is generally called an accumulator or battery. Energy comes in multiple forms including radiation, chemical, gravitational potential, electrical potential, electricity, elevated temperature, latent heat and kinetic. Energy storage involves converting energy from forms that are difficult to store to more conveniently or economically storable forms.

Engagement – A written request of the Vendor {Contractor} to provide services based on the scope of work given by the Using Agency or DPMC.

Environmental Attributes - Any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including: (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

Environmental Incentives - Any and all credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

Energy Service Provider (ESP) – Any Energy Service Provider including the local utility/EDC, or Vendor {Contractor} or any other entity providing electrical energy.

Fee Owner - The owner of property in Fee Simple, or the legal, beneficial owner of property, with all the rights, title and interest in that property.

Financing Parties - A person or persons providing construction or permanent financing to Vendor {Contractor} in connection with construction, ownership, operation and maintenance of the System, or if applicable, means any person to whom Vendor {Contractor} has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Blanket P.O. that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Blanket P.O.

Force Majeure - Acts of God; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; lightning; other abnormal weather conditions or natural catastrophes; radioactive contamination or ionizing radiation not caused by Vendor {Contractor}; strikes, lockouts or other industrial disturbances affecting employers other than Vendor {Contractor} or its affiliates; acts of public enemies; insurrections; military action; war, whether or not it is declared; sabotage; terrorist

acts; riots; civil disturbances; explosions, unless caused by the acts or omissions of the affected Party; Changes in Law, acts or omissions of governmental authorities (including denial or failure to obtain or renew permits or authorizations through no fault of the affected Party); or any other cause or event, not reasonably within the control of the affected Party (other than the financial inability of such Party), which precludes such Party from carrying out, in whole or in part, its obligations under this Blanket P.O.

Governmental Authority - Any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

Hazardous Substance - Any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

Interconnection Agreement – The pre-approval required to be obtained from the EDC for the connection of the System to the Electrical Distribution Grid.

kW (kilowatt) – Active power, also known as Real/True Power. Watts measure that portion of electrical power which does work. Kilo is from the metric system and means 1,000.

kWh (kilowatt hour) – A unit of electrical energy equivalent of 1,000 watts of power provided for one hour. One kWh equals 3,413 BTUs.

Metering Aggregation - A procedure for calculating the combination of the annual energy usage for all facilities owned by a single customer where such customer is a State entity, school district, county, county agency, county authority, municipality, municipal agency, or municipal authority, and which are served by a solar electric power generating facility

MW – Mega watt; equals 1,000 kW.

Net Metering – Governed by N.J.A.C. 14:8-7, it enables customers to obtain full retail credits on their utility bill for each kWh of electricity their system produces up to 100% of their electricity usage over the course of a year. When a renewable energy system produces more electricity than the customer actually uses, the customer will be compensated with credits at the full retail value of the electricity for the production over and above what they use. When electricity production exceeds usage, the utility meter will spin backwards and provide the customer with credits for the excess energy produced. These credits can be used by customers as needed.

NJBPU - New Jersey Board of Public Utilities.

Photovoltaic (PV) – Solar cells that generate electrical power when light is applied to them.

PJM – An RTO that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

PPA - Power Purchase Agreement, a contract to purchase electric power.

PPA Effective Date – The date in the Power Purchase Agreement when the site begins receiving all or most of its required Electrical Generation Service from the System pursuant to a PPA. Also known as the Service Start Date.

Rate Adder – The portion of the Total Rate that covers additional energy rate to cover the costs of any site specific architectural enhancements required for the installation of the solar array at a given site or building, including such modifications as upgrades or replacement of the roofing material or structural modifications necessary to accommodate superimposed loads of the new solar array. The Rate Adder can be a negative value if opportunities present themselves to provide lower than Base Rate.

Roof Monitoring – Is required throughout the construction period where roof replacement or amendments are being made to the roof prior to Solar System installation. A 3rd party roof monitor will be present to observe the installation at all times that system construction is in progress.

RTO – Regional Transmission Organizations. In New Jersey that organization is the PJM.

Service Start Date – The date that a site begins receiving all or most of its required Electrical Generation Service from the System pursuant to a PPA. This date cannot exceed 12 months from the Blanket P.O. effective date.

Solar Array – An assembly of solar PV modules or panels. The Solar Array together with the BOS make up the System.

System – All equipment, structures and conduits that comprise the capability for the Vendor {Contractor} to generate the electricity required by the Using Agency.

Tax Credits - Any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

Total Rate – The Total Rate that the Vendor {Contractor} can charge the Using Agency per kWh for monthly billing purposes for any given site. The Total Rate consists of the Base Rate plus any applicable site-specific Rate Adder.

True Up - In a net metering arrangement with the EDC, after 12 months of operation, the net energy charges and credits are reconciled in an annual statement from the EDC. Any remaining charges must be paid and any excess surpluses are typically reset to zero.

Watt – A unit of power which is the rate of energy produced or used. One watt equals 3,413 Btu/hr.

3.0 SCOPE OF WORK

3.1 DESCRIPTION OF SERVICES

The Vendor {Contractor} shall provide the required Electric Generation Services from Solar Photovoltaic generation for specific sites throughout the State identified in subsequent Engagement requests.

The State reserves the right to add or delete facilities from Attachment 1 – Location List during the term of the Blanket P.O. The State will issue site specific information including historical energy use data, electrical one-line diagrams for the site as well as site plans illustrating acceptable areas for solar array development. On a site by site basis, acceptable areas may consist of any combination of ground areas, parking lots and rooftops all in an effort to maximize long term savings.

The Power Purchase Agreement (PPA), Attachment 2 – Sample PPA is for informational purposes only, the final PPA will be issued site-specific during the Engagement.

The price awarded as a result from this Bid Solicitation is for energy only. The rates moving forward on the site specific Engagements and any PPA will carry two components, the Base Rate, consistent with this Bid Solicitation, and a Rate Adder to cover site specific architectural enhancements including roof upgrades and structural modifications. The Total Rate that the Using Agency will pay for Electrical Generation Services for any given site is the Base Rate plus the Rate Adder. There will be no additional payments for site improvements, for the System, or for any other work, other than the Total Rate.

3.2 GEOGRAPHICAL REGIONS

For purposes of this Bid Solicitation, the State has been divided into two (2) regions as follows:

Northern Region	**Southern Region**
Bergen County	Atlantic County
Essex County	Burlington County
Hudson County	Camden County
Hunterdon County	Cape May County
Mercer County	Cumberland County
Middlesex County	Gloucester County
Morris County	Monmouth County
Passaic County	Ocean County
Somerset County	Salem County
Sussex County	
Union County	
Warren County	

3.3 USING AGENCY ENGAGEMENT PROCESS

Vendors {Contractors} will be informed of the individual opportunities for their services through Engagements. A scope of work and request for competitive pricing for each Engagement will be issued to all awarded Vendors {Contractors} in the appropriate Vendor {Contractor} Pool by the Using Agency.

A bid bond, payment bond and performance bond will be required for each Engagement, and such bonds shall be provided by the Vendor {Contractor} either with each Engagement Response, or prior to any work beginning on any specific Engagement.

Northern Region:
Pool 1: Small Systems <50kW
Pool 2: Medium Systems >50kW and <2MW
Pool 3: Large Systems 2MW and Greater

Southern Region:
Pool 1: Small Systems <50kW
Pool 2: Medium Systems >50kW and <2MW
Pool 3: Large Systems 2MW and Greater

If a Vendor {Contractor} is not able to participate in a specific Engagement due to a conflict of interest or scheduling issue, it shall decline the request for a competitive Engagement Quote in writing to the Using Agency within three (3) business days.

Each Vendor {Contractor} intending to submit an Engagement Quote must attend the scheduled site visit and shall respond with a competitive Engagement Quote within the time frame as indicated on the Engagement request. An Engagement Quote from any Vendor {Contractor} that failed to attend the Site Visit will be rejected.

The Using Agency will review the Engagement Quote and select the Vendor {Contractor} whose Engagement pricing is the most advantageous, price and other factors considered. Prior to finalizing any Engagement under these Blanket P.O.s {Contracts}, the Using Agency must determine that the intended Vendor {Contractor} has no conflicts with regard to the services requested. The Using Agency will then issue a "Solar Power Purchase Agreement (PPA)" to the engaged firm.

3.3.1 ENGAGEMENT SUBCONTRACTORS - CLASSIFIED / PREQUALIFIED WITH DPMC

For each Engagement, the Vendor {Contractor} shall be required to identify, as part of its Engagement Response, certain specific trade subcontractors who are classified/prequalified by DPMC, as may be required by the Engagement, unless the Vendor {Contractor} itself possesses the required sub-trade classifications. It is expected that the trades required may include, but not be limited to, the following:

C006 – Construction Manager as Constructor
C008 – General Construction
C009 – General Construction/Alterations and Additions
C029 – Structural Steel and Ornamental Iron
C035 – Solar Energy Systems
C047 – Electrical
C054 – Site Work
C066 – C076 – Various Roofing Specialties
C098 – Energy Management Systems
C120 – Inside Plant Cable
C121 – Outside Plant Cable

All Vendors [Contractors} intending to utilize Subcontractors for an Engagement must name all Subcontractors as part of the Engagement Quote response. All named Subcontractors shall hold a valid classification in a trade as issued by the Division of Property Management & Construction (DPMC) on the due date of the Engagement Quote. DPMC classification lists can be found at the following link: http://www.nj.gov/treasury/dpmc/contract_search.shtml.

3.3.2 ENGAGEMENT SUBCONTRACTOR PERFORMANCE AND PAYMENT BONDS

Within ten (10) calendar days after the award by the Vendor {Contractor} of a subcontract to an Engagement Subcontractor, the Vendor {Contractor} shall require the Engagement Subcontractor to provide both a performance bond in an amount equal to one hundred percent (100%) of the total subcontract price as security for the faithful performance of the subcontract and a payment bond in amount equal to one hundred percent (100%) of the subcontract price as security for the payment of all persons and firms performing labor and furnishing materials in connection with the subcontract. The performance bond and the payment bond may be combined or in separate instruments in accordance with law. If combined, they must be for 200% of the subcontract amount. No subcontract shall be executed unless and until each bond is submitted to and approved by the State. The surety must be presently authorized to do business in the State of New Jersey and on the list of approved surety companies maintained by the New Jersey Department of Business and Insurance. In addition to the other coverage provided, the Bond shall cover all subcontract guarantees and any other guarantees/warranties issued by the Engagement Subcontractor.

3.3.2.1 OBLIGEE FOR PERFORMANCE AND PAYMENT BONDS

The State of New Jersey shall be named as additional obligee on the bonds.

3.3.2.2 COST OF BONDS TO ENGAGEMENT SUBCONTRACTOR

The cost of all performance and payment bonds shall be paid for by the Engagement Subcontractor.

3.3.2.3 COMMITMENT OF SUBCONTRACTOR TO BONDS

Performance and payment bonds must be legally effective as of the date the subcontract is signed. Each must indicate the Engagement Subcontractor's name exactly as it appears on the subcontract. Current attorney-in-fact instruments and financial statement of the surety must be included with the bonds. Bonds must be executed by an authorized officer of the surety.

3.4 HISTORICAL DATA

The Vendor {Contractor} shall provide, through the System, the Electric Generation Service requirements of the Facility at the Engagement price, even though actual Electric Generation Service requirements for the Facility may be different from the historical data provided. Additionally, demand may be further reduced with the implementation of various Energy Conservation Measures planned for the specific sites. Facilities that have already been retrofitted with Energy Conservation Measures will be identified in the site specific Engagements.

Sample data pertaining to the historical energy requirements listed in Attachment 1 – Location Listing for a recent twelve (12) month period has been obtained from each appropriate Electrical Distribution Company (EDC). Included in the list of potential facilities to receive Solar PV Arrays is each facilities' 2017 kWh consumption and the peak demand (kW).

3.5 ELECTRICAL GENERATING EQUIPMENT

The Vendor {Contractor} shall provide any and all services related to the design, procurement, installation, maintenance, operation and eventual removal of the Systems at no additional cost to the State.

Design of Systems will be subject to DPMC Plan Review and other authorities having jurisdiction including but not limited to local fire department officials to ensure proper firefighting access and protective measures are provided. Shading analysis, structural analysis, interconnection requirements are also among the responsibilities of System design.

The Vendor {Contractor} shall design Systems to produce the capacity stipulated in the awarded Engagement.

3.6 METERING

The State will not be required to install, or pay for the installation of, any new metering equipment. All fees related to the maintenance and installation of any meters shall be incorporated into the proposed electrical rates and will not be permitted to appear as separate billing line items on the electric bills submitted by the Vendor {Contractor}. The State and each applicable EDC will retain the existing metering technology at Using Agency facilities, unless upgraded metering is required and installed by the EDC at the EDC's expense. In the event of a billing discrepancy, the EDC meter reading shall prevail. The Vendor {Contractor} may, at its own cost and with the approval of the State, install additional metering that complies with utility regulations provided that, a) utility company must approve the additional metering, if applicable; b) the State is aware of its existence and is notified in writing thirty (30) calendar days prior to installation by the Vendor {Contractor}; c) has access to the data generated from this meter; d) is not bound by any data generated from the non-utility meter; and e) the Using Agency incurs no financial expense associated with the metering.

The Using Agency will have access to meter data through an internet application provided by the Vendor {Contractor}.

3.7 ROOF MOUNTED SOLAR PV ARRAYS

Where roof-mounted arrays are proposed by the Vendor {Contractor}, the only permitted racking assembly shall be ballasted-type and the design shall minimize the number of roof penetrations. The Engagement Quote shall be accompanied by a written structural analysis of the load-bearing capacity of the roof or roofs where the proposed arrays are to be installed, prepared by a licensed structural engineer. Erection of the proposed arrays will only be permitted where the structural analysis establishes that the roof or roofs are capable of providing the necessary support, either as is or with recommended replacement and/or structural modification. Where determined to be necessary, the Vendor {Contractor} will design and provide for all replacement or structural modification to the roof. The Vendor {Contractor} will price the roof replacement and/or structural modification in the Vendor's {Contractor's} Engagement Quote and incorporate the cost of the work into the Rate Adder. Decommissioning of the System (including restoration of the roof or roofs) at the end of the term of the Solar Power Purchase Agreement (PPA) shall be at the sole expense of the Vendor {Contractor}.

3.7.1 ROOF MONITORING – ROOF MOUNTED SOLAR PV ARRAYS

In the Engagement Quote documents, the State will provide an allowance to be incorporated into the rate calculation to cover the costs to provide roof monitoring services throughout the array installation. The Vendor {Contractor} and its subcontractors will cooperate with the State's roof monitor and provide the roof monitor with access to the work area while installation of the arrays is ongoing. Roof monitoring services shall be provided by a DPMC prequalified Roofing Consultant retained by the Vendor {Contractor}.

3.7.2 WARRANTY OF REQUIRED ROOF MODIFICATIONS – ROOF MOUNTED SOLAR ARRAYS

The Vendor {Contractor} shall warrant all modifications to and replacement of roofing and structural work necessitated by installation of the arrays for the term of the PPA. Additionally, the Vendor {Contractor} shall ensure that installation of the System (including modification or replacement of roofing or structural enhancements) is performed in a manner which does not void any existing roof warranties.

3.8 GROUND MOUNT SOLAR PV ARRAYS

All ground mounted installations shall be consistent with Vendor's {Contractor's} proposed System and comply with all applicable structural, building, and electrical codes, manufacturer's installation instructions and industry standards. The Vendor {Contractor} is responsible for any maintenance of the System and grounds within the fence line as required to generate power. The installation shall be fenced with six (6) foot high chain link fencing with gates sufficient to permit access to the System to perform maintenance or respond to emergencies as required.

3.9 CARPORT SOLAR PV ARRAYS

All carport System installations shall be consistent with Vendor's {Contractor's} proposed System and comply with all applicable codes and authorities having jurisdiction. The Vendor {Contractor} is responsible for any maintenance of the System as required to generate PPA quantity. Carport structures shall be single or double cantilever-type assemblies with a painted finish, color as selected by the Using Agency from a selection of standard colors provided in the Engagement request.

A. Light fixtures will be installed on underside of structure to provide uniform parking lot lighting of not less than 1 foot candle (measured at final grade) in the covered area and access aisles;

B. Support bases shall be encased in concrete to protect supports from vehicular damage. Concrete will be painted with coating to prevent degradation due to the use of salt or snow melt products;

C. Snow and Ice guards to be installed where hazard of sliding snow or ice present a hazard to vehicles or pedestrians; and

D. Carports to be designed with sufficient clearance to afford snow removal equipment, milling and paving equipment to perform (14 feet minimum).

3.10 INTERCONNECTION WITH EXISTING ELECTRICAL SUPPLY

The Vendor {Contractor} shall make all necessary arrangements to facilitate an interconnection agreement with the EDC and to render monthly bills for each account consistent with this Bid Solicitation. The Vendor {Contractor} shall ensure that all arrangements with the EDC have been completed in time to commence delivery of electricity on the PPA Effective Date, including the completion of required paperwork, coordination of information Systems, required approvals to operate the System(s), coordination of operations and ability to communicate electronically, including Electronic Data Interchange (EDI) compliance if appropriate.

3.11 CUSTOMER SERVICE AND BILLING

The Vendor {Contractor} shall ensure that it has in place the customer service staff required to bill the Using Agency accounts and receive and post payments in a timely and accurate manner, and shall designate a customer service representative to respond to questions and problems raised by individual Using Agencies and the administration of this Blanket P.O.

The Vendor {Contractor} shall provide assistance to the Using Agency in connection with administration of the individual Using Agency accounts being served by the Vendor {Contractor} under this Blanket P.O. Such assistance shall include, at a minimum, sharing of information and data in order to respond to customer inquiries; as well as cooperating to resolve customer problems.

3.12 QUANTITY

The Using Agency shall purchase from the Vendor {Contractor}, and the Vendor {Contractor} shall sell to the Using Agency, all of the electric energy generated by the System during the term of the

PPA, except where Community Solar is part of the PPA. Electric energy generated by the System will be delivered to the Using Agency at the delivery point identified in the PPA. The Using Agency may purchase electric energy for the facility from other sources if, at any time, its electric requirements at the facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Service Start Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.

3.13 TITLE, POSSESSION AND CONTROL

The Vendor {Contractor} shall deliver the Using Agency's Electric Generation Service requirements to the Delivery Point. Title and risk of loss of generated power shall pass to the Using Agency at the Delivery Point, and the Using Agency will be responsible for obtaining distribution to its facility from the Delivery Point under the applicable NJBPU-regulated tariffs of the Using Agency's EDC. The Using Agency is responsible for all distribution and service charges imposed by Using Agency's EDC relative to the delivery of power to the Using Agency's facility. The Using Agency will be responsible for, and will cooperate with the Vendor {Contractor} in obtaining from its EDC metering and historical load information reasonably necessary to record values of consumed kW and kWh on a continuous basis necessary to allow for proper billing. The Vendor {Contractor} shall not be responsible for any variation in the quality, including zero voltage, of the electric service provided by the EDC to the Using Agency.

3.14 USING DATA SHARING

The Vendor {Contractor} shall provide the Using Agency with usage and other data relating to the Using Agency's accounts to which the Vendor {Contractor} is providing Electric Generation Service in real time via an internet based application. This data shall be provided to the Using Agency in a mutually agreed upon format.

3.15 ADVERSE NOTIFICATION

The Vendor {Contractor} shall promptly notify the State Contract Manager of any disciplinary action or change in its status with regard to any license, permit, PPA or other authorization required by law or this RFP.

3.16 DECOMMISSIONING OF SYSTEM

At the end of the PPA term, the Vendor {Contractor} will decommission all equipment installed under the PPA and leave the facility with the ability to resume supply from the EDC, unless it is mutually agreed between the Using Agency, DPP and the Vendor {Contractor} to pursue and negotiate the alternative arrangements of either a system buy-out pursuant to Bid Solicitation Section 3.22 below, or an additional extension of the PPA term. The Vendor {Contractor} will restore the site to the original condition and be responsible to repair any damage to the surrounding facility caused by the removal.

3.16.1 DECOMMISSIONING SECURITY

The Vendor {Contractor} shall be required, as part of each Engagement, to provide an instrument that meets the definition of Acceptable Security Instrument as set forth in Section 2.2 of this Bid Solicitation.

3.17 INVOICES

The Vendor {Contractor} shall submit invoices on the Total Rate of PPA price for each kWh of Electric Generation Service consumed by the Using Agency's Accounts as appropriately metered by the Using Agency EDC during the billing period.

3.18 BILLING AND PAYMENT

During the term of the PPA the Vendor {Contractor} shall bill the Using Agency on a monthly basis based on the prior month's delivery of electricity. The monthly billing periods shall correspond to the meter read dates of Using Agency's EDC. The Vendor {Contractor} shall bill the Using Agency for all kWh used (and measured by the EDC meter) during the billing period at the Total Rate.

The PPA Total Rate pricing product is required by this Bid Solicitation to be inclusive of State Sales and Use Tax or 'SUT' (except for any Accounts exempt from State Sales and Use Tax). For invoicing purposes the Vendor {Contractor} may show the price and calculate the sub-total amount pre-SUT and subsequently gross-up the sub-total by SUT, so long as the total bill is arithmetically equal to metered usage times the Total Rate.

3.19 PAYMENT FOR ELECTRIC GENERATION SERVICE

Payment of invoices for Electric Generation Service received by each Using Agency from the Vendor {Contractor} shall be made by each Using Agency to the Vendor {Contractor}. Payment for Electric Generation Service provided to, and received by each Using Agency, shall be the sole responsibility of each Using Agency.

3.20 UPDATED ENVIRONMENTAL DISCLOSURE LABEL

The Vendor {Contractor} shall submit updated Environmental Disclosure Labels, if applicable, in accordance with N.J.A.C 14:8-3.1.

3.21 RECYCLING

The Vendor {Contractor} shall be responsible for compliance with all Federal, State statutes and local governmental plans for recycling of materials.

3.22 OWNERSHIP, OPTION TO PURCHASE

3.22.1 OWNERSHIP OF EACH SYSTEM

Throughout the PPA term, Vendor {Contractor} shall be the legal and beneficial owner of the system at all times, including all environmental attributes (unless otherwise specified on Attachment 2 - Sample PPA, and the system shall remain the property of Vendor {Contractor} and shall not attach to or be deemed a part of, or fixture to, the facility or the premises. The parties agree that the Vendor {Contractor} (or the designated assignee of Vendor {Contractor} permitted under the agreement) is the tax owner of the system and all tax filings and reports will be filed in a manner consistent with this agreement. The system shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. The Using Agency covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the facility or the premises on notice of the ownership of the system and the legal status or classification of the system as personal property. If there is any mortgage or fixture filing against the premises which could reasonably be construed as prospectively attaching to the system as a fixture of the premises, the Using Agency shall provide a disclaimer or release from such lienholder. If the Using Agency is the Fee Owner of the premises, the Using Agency consents to the filing of a disclaimer of the system as a fixture of the premises in the office where real estate records are customarily filed in the jurisdiction where the facility is located. If the Using Agency is not the Fee Owner, the Using Agency will obtain such consent from such owner. Upon request, the Using Agency agrees to deliver to the Vendor {Contractor} a non-disturbance agreement in a form reasonably acceptable to the Vendor {Contractor} from the owner of the facility (if the facility is leased by Using Agency),

any mortgagee with a lien on the premises, and other persons or entities holding a similar interest in the premises.

3.22.2 OPTION TO PURCHASE

At the end of the PPA term, and at the end of each additional term, if any, so long as the Using Agency is not in default under this agreement, the Using Agency may purchase the system from the Vendor {Contractor} on any such date for a purchase price equal to the fair market value as defined below of the system. The Using Agency must provide a notification to the Vendor {Contractor} of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable contract year or the PPA term or additional term, as applicable, and the purchase shall be complete prior to the end of the applicable contract year or the PPA term or additional term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Vendor {Contractor} shall not provide any warranty or other guarantee regarding the performance of the system, provided, however, that Vendor {Contractor} shall assign to the Using Agency any manufacturers' warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

3.22.3 DETERMINATION OF FAIR MARKET VALUE

"Fair market value" means, in Vendor {Contractor's} reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) the present value (using a discount rate of eight percent (8%) of all associated future income streams expected to be received by Vendor {Contractor} arising from the operation of the System for the remaining PPA term including but not limited to the expected price of electricity, environmental attributes, and tax credits and factoring in future costs and expenses associated with the System avoided]. Vendor {Contractor} shall determine fair market value within thirty (30) days after the Using Agency has exercised its option to purchase the System. Vendor {Contractor} shall give written notice to the Using Agency of such determination, along with a full explanation of the calculation of fair market value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If the Using Agency reasonably objects to Vendor's {Contractor's} determination of fair market value within thirty (30) days after Vendor {Contractor} has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the fair market value of the System. Such appraiser shall act reasonably and in good faith to determine the fair market value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, the Using Agency will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Vendor {Contractor} shall have no further liabilities or obligations for that System, Facility or Premises.

3.23 DOCUMENTS

Upon the Using Agency's request, Vendor {Contractor} will supply copies of any certificates of completion or any similar documentation regarding the construction activities, and also regarding any interconnection agreement or similar agreement with the legacy electrical supply entity which may be authorized and required under applicable law to provide electric distribution service to the facility (the "utility"), as set forth on Attachment 2 - Sample PPA.

3.24 ENVIRONMENTAL ATTRIBUTES AND ENVIRONMENTAL INCENTIVES

Unless otherwise specified on Attachment 2 - Sample PPA, Vendor {Contractor} is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement. Using Agency shall cooperate with Vendor {Contractor} in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Using Agency shall not be obligated to incur any out–of–pocket costs or expenses in connection with such actions unless reimbursed by Vendor {Contractor}. If any Environmental Incentives are paid directly to Vendor {Contractor}, Vendor {Contractor} shall immediately pay such amounts over to Using Agency.

4.0 QUOTE PREPARATION AND SUBMISSION

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

4.1 GENERAL

A Vendor {Bidder} may submit additional terms as part of its Quote and Quotes including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation, as defined in Section 2.0 of this Bid Solicitation, or that diminish the State's rights under any Blanket P.O. resulting from the Bid Solicitation, may render a Quote non-responsive. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote submission. Where additional terms are submitted they may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion where the terms do not conflict with material terms of the Bid Solicitation or do not diminish the State's rights under the Blanket P.O. resulting from the Bid Solicitation.

In the event that a Vendor {Bidder} intends to propose terms and conditions that conflict with the Bid Solicitation, those Vendor {Bidder} proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure set forth in Section 1.3.1 of this Bid Solicitation. Vendors {Bidders} shall not submit exceptions in the Quote or on the "Terms and Conditions" tab through ***NJSTART***.

After award of the Blanket P.O., if a conflict arises between a Vendor's {Bidder's} additional terms included in the Quote and a term or condition of the Bid Solicitation, the term or condition of the Bid Solicitation will prevail.

Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the URL page shall be provided and will be considered as part of the Quote.

The forms discussed herein and required for submission of a Quote in response to this Bid Solicitation are available on the Division's website (http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE DELIVERY AND IDENTIFICATION

A Quote must arrive at the Division in accordance with this Bid Solicitation's instructions within the time frames noted on the Bid Solicitation cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***, or as indicated on the posted Bid Amendment if the Quote Opening Date has been changed. Vendors {Bidders} submitting electronic Quotes via ***NJSTART*** are cautioned to allow adequate time to ensure timely uploads of all Quote documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy Quotes are cautioned to allow adequate delivery time to ensure timely delivery of Quotes. **State regulation mandates that late Quotes, regardless of submission method, are ineligible for consideration**.

4.3 *NJSTART* ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION

4.3.1 *NJSTART* SUBMISSION OF QUOTE

Vendors {Bidders} may refer to the "Vendor Registration" and "Submit a Quote" QRGs for additional instructions detailing how to enroll in ***NJSTART*** and submit a ***NJSTART*** electronic Quote. QRGs

are located on the NJSTART Vendor Support Page. If the Vendor {Bidder} submits both a ***NJSTART*** and a hard copy of the Vendor's {Bidder's} Quote, the ***NJSTART*** Quote will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a ***NJSTART*** Quote, do not use any symbols (i.e., #, @, $, &, *) in the filename. Uploaded files should be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

If the Vendor {Bidder} submits a Quote electronically through ***NJSTART***, the Vendor {Bidder} should select the "Confidential" option in ***NJSTART*** for attachments on the "Attachments" tab to request that the documents not be displayed publicly through ***NJSTART***.

Note: Marking an attachment as "Confidential" in ***NJSTART*** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

If a Vendor {Bidder} has designated any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, the Vendor {Bidder} should include a redacted copy of the Quote indicating the sections identified as confidential.

4.3.2 HARD COPY SUBMISSION

If the Vendor {Bidder} is submitting a hard copy Quote, the Vendor {Bidder} must submit the following:

A. **One (1) complete Quote, comprising all volumes and including original, physical signature**, clearly marked as the "ORIGINAL" Quote;

B. **Four (4) complete and exact ELECTRONIC copies** of the original Quote in PDF file format on CD, DVD, or USB Drive. These should be cover to cover copies, and should not be password protected. **THE STATE-SUPPLIED PRICE SHEET (VOLUME 3) SHALL NOT BE INCLUDED ON THIS ELECTRONIC COPY; and**

C. **One (1) complete and exact ELECTRONIC copy** of the original State-Supplied Price Sheet (Volume 3) in Microsoft Excel file format on CD, DVD, or USB Drive . This should be a cover to cover copy, and should not be password protected.

If a Vendor {Bidder} has designated any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, the Vendor {Bidder} should include a redacted copy of the Quote indicating the sections identified as confidential.

THE EXTERIOR OF ALL QUOTE PACKAGES SHALL BE LABELED WITH THE BID SOLICITATION IDENTIFICATION NUMBER AND THE FINAL QUOTE SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.

Copies are necessary in the evaluation of the Quote and for record retention purposes. A Vendor {Bidder} failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. The Vendor {Bidder} should make and retain a copy of its Quote.

Hard copy Quote must be submitted to the physical location noted below:

PROPOSAL RECEIVING ROOM – 9TH FLOOR
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230

Directions to the Division are available on the web at http://www.state.nj.us/treasury/purchase/directions.shtml.

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE BID SOLICITATION COVER SHEET AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN *NJSTART* .

IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT AND ON THE "SUMMARY" TAB OF THE BID SOLICITATION WEBPAGE WITHIN *NJSTART* .

Note: A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Proposal Receiving Room. A Vendor {Bidder} should make every effort to submit its Quote well ahead of the Quote submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote in response to this Bid Solicitation.

4.4 QUOTE CONTENT

The Quote should be submitted in three (3) volumes with the content of each volume as indicated below.

A. Volume 1
Section 1 - Forms (Sections 4.4.1 and 4.4.2).

Note: In general, Volume 1 applies to hard copy submissions; however, there may be instances where Bid Solicitation specific forms are required through ***NJSTART*** electronic submission as well.

B. Volume 2
Section 2 - Technical Quote (Section 4.4.3);
Section 3 - Organizational Support and Experience (Section 4.4.4); and
Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}.

C. Volume 3
Section 4 – State-Supplied Price Sheet (Section 4.4.5).

Note: Vendors {Bidders} submitting Quotes through ***NJSTART*** must complete the State-Supplied Price Sheet (Volume 3) accompanying this Bid Solicitation and upload it as an attachment on the "Attachments" tab (See Section 4.4.5 of this Bid Solicitation).

The Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" tab in ***NJSTART*** . The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART*** .

In the event that a Vendor {Bidder} uploads a State-Supplied Price Sheet and completes the Items tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the State-Supplied Price Sheet attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Vendors {Bidders} should refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors

{Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the Division's website.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through ***NJSTART*** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation.

4.4.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page accompanying this Bid Solicitation prior to the initiation of negotiation. The Vendor {Bidder} should submit the Offer and Acceptance Page with the Quote. All information requested on the Offer and Acceptance Page must be submitted.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, the State will require the Vendor {Bidder} to submit the Offer and Acceptance Page. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the State may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page must be signed by a principal of each party to the joint venture.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that either:

A. The Vendor {Bidder} has no operations in Northern Ireland; or

B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NON-COLLUSION

By submitting a Quote and signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} certifies as follows:

A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;

B. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O., or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;

D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and

E. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not, to Vendor's {Bidder's} knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any Blanket P.O./public contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any Blanket P.O./public contract.

4.4.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:
http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.4.1.2 NJ STANDARD BID SOLICITATION FORMS REQUIRED WITH THE QUOTE

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission

deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

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

Vendors {Bidders} using ***NJSTART*** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote must complete the full Ownership Disclosure Form located on the Division's website.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate one (1) version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form and consider it as part of the Quote. Note: The Primary Form must have a Date Created within six (6) months of the Quote submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder}.

Vendors {Bidders} using ***NJSTART*** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote must complete the full Disclosure of Investment Activities in Iran form located on the Division's website.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the

"Maintain Terms and Categories" tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Please note that the State of New Jersey will not be utilizing the "Subcontractor" tab in ***NJSTART***. Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form. The Subcontractor Utilization Plan form is located on the Division's website. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

If the Blanket P.O. is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4.1 et seq.

For a Quote that does NOT include the use of any Subcontractors, by signing the Bid Solicitation Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that in the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

Subcontractor information will only be required during the Engagement Process. No subcontractor information is required with the Quote. Please refer to Bid Solicitation Section 3.3.1 for additional information.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O.

Not Applicable to this procurement.

4.4.1.5 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O.

Not Applicable to this procurement.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.4.11 of this Bid Solicitation.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. To facilitate the

Quote evaluation and Blanket P.O. award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} BRC, ***NJSTART*** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor's {Bidder's} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O., inclusive of any Blanket P.O. extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

Vendors {Bidders} using ***NJSTART*** to submit a Quote shall make the appropriate certification on the "Maintain Terms and Categories" tab within its profile by checking the applicable box and, if required, complete and attach the shortened ***NJSTART*** form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote must complete the full version of the form located on the Division's website.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket P.O., the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote is requested and advised. See Bid Solicitation Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.3 SUBMITTALS

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote. QRGs are located on the NJSTART Vendor Support Page.

4.4.3.1 MANAGEMENT OVERVIEW

The Vendor {Bidder} shall set forth its overall technical approach and plans to meet the requirements of the Bid Solicitation in a narrative format. This narrative should demonstrate to the State that the Vendor {Bidder} understands the objectives that the Blanket P.O. is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Blanket P.O. This narrative should demonstrate to the State that the Vendor's {Bidder's} general approach and plans to undertake and complete the Blanket P.O. are appropriate to the tasks and subtasks involved.

Mere reiterations of Bid Solicitation tasks and subtasks are strongly discouraged, as they do not provide insight into the Vendor's {Bidder's} approach to complete the Blanket P.O. The Vendor's {Bidder's} response to this section should be designed to demonstrate to the State that the Vendor's {Bidder's} detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Vendor's {Bidder's} Quote will lead to successful Blanket P.O. completion.

4.4.3.2 LOCATION

The Vendor {Bidder} should include the address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. will take place. The Vendor {Bidder} should include the telephone number and name of the individual to contact.

4.4.3.3 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

A. The Vendor {Bidder} should provide a detailed description of a minimum of one (1) completed and operational Roof Mount, Ground Mount and Carport Mount System for each Pool that they are bidding on.

   For example, a Vendor {Bidder} submitting a Quote for Pool 1 - Small Systems should submit a minimum of one (1) completed and operational project description for a Ground Mount System, Roof Mount System and Carport System less than 50kW. If the Vendor {Bidder} is also submitting a Quote for Pool 3 - Large Systems, the Vendor {Bidder} should also submit a minimum of one (1) completed and operational project description for a Ground Mount System, Roof Mount System and Carport System greater than 2MW.

B. The Vendor {Bidder} must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause,

or other similar notifications/processes. Additionally, the Vendor {Bidder} should provide details, including any negative audits, reports, or findings by any governmental agency for which the Vendor {Bidder} is/was the Vendor {Contractor} on any contracts of similar scope. In the event a Vendor {Bidder} neglects to include this information in its Quote, the Vendor's {Bidder's} omission of necessary disclosure information may be cause for rejection of the Vendor's {Bidder's} Quote by the State.

4.4.4 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

The Vendor {Bidder} should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and successfully complete the Blanket P.O. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O., the Vendor {Bidder} should submit the following:

A. For publically traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years; or

B. For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Vendor {Bidder} may designate specific financial information as not subject to disclosure when the Vendor {Bidder} has a good faith legal/factual basis for such assertion. A Vendor {Bidder} may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Quote.

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 STATE-SUPPLIED PRICE SHEET

The Vendor {Bidder} must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation and located on the "Attachments" tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote. QRGs are located on the NJSTART Vendor Support Page.

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a ***NJSTART*** Quote, the Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***.

4.4.5.2 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

A. Vendors {Bidders} shall submit a projected kWh Energy Base Rate for each System (Ground Mount, Roof Mount and Carport Mount) in the specific Pool. The projected kWh

rate submitted on the price sheet will be combined with the Rate Adder submitted in response to each Engagement, to determine the Total Rate for that facility.

B. Vendors {Bidders} must submit a projected kWh Energy Base Rate for each System in a Pool. Failure to submit a rate for all three (3) Systems within a Pool will be cause to deem the Quote non-responsive.

   For example, a Vendor {Bidder} submitting a Quote for Pool 1 - Small Systems must submit a projected kWh Energy rate for all three (3) Systems; Ground Mount, Roof Mount, and Carport Mount.

C. Vendors {Bidders} must submit an estimated Annual Escalation Rate as indicated on the State-supplied price sheet for each Pool for which Vendors {Bidders} submit a Base Rate. Failure to submit an estimated Annual Escalation Rate for that Pool will be cause to deem the Quote non-responsive.

D. Vendors {Bidders} may submit a price Quote for any combination of Pools in either the Northern or Southern Region, or for both Regions. Vendors {Bidders} do not need to submit pricing for all six (6) Pools in order to be considered for an award.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote uploads a State-Supplied Price Sheet and completes the "Items" tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the State-Supplied Price Sheet will govern.

4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE STATE-SUPPLIED PRICE SHEET

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-Supplied Price Sheet accompanying this Bid Solicitation. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-Supplied Price Sheet accompanying this Bid Solicitation. The use of any other identifier may result in the Vendor's {Bidder's} Quote being deemed non-responsive.

4.4.5.4 DELIVERY TIME AND COSTS

Not Applicable to this procurement.

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

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and

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

4.4.6 COOPERATIVE PURCHASING PROGRAM

The Vendor {Bidder} should complete the Cooperative Purchasing Form indicating willingness or unwillingness to extend State Blanket P.O. pricing and terms to Cooperative Purchasing Program participants. The Cooperative Purchasing Form is located on the Division's website.

4.4.7 ORAL PRESENTATIONS

There may be oral presentations requested as part of an Engagement Response.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O.

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of this Bid Solicitation, SSTC, Bid Amendment to this Bid Solicitation, the Vendor's {Contractor's} Quote, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O., the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

A. Executed Offer and Acceptance Page;

B. Bid Solicitation Section 5, as may be amended by Bid Amendment;

C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation;

D. All remaining sections of the Bid Solicitation, as may be amended by Bid Amendment;

E. The Vendor's {Contractor's} final submitted Best and Final Offer; and

F. The Vendor's {Contractor's} Quote as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation and fields contained in ***NJSTART***, the Bid Solicitation will govern and ***NJSTART*** will be updated via Bid Amendment or Change Order.

5.2 BLANKET P.O. TERM AND EXTENSION OPTION

The base term of the Blanket P.O. resulting from this Bid Solicitation shall be for a period of three (3) years. The anticipated "Blanket P.O. Effective Date" is provided on the "Summary" page the Bid Solicitation in ***NJSTART***. If delays in the procurement process result in a change to the anticipated Blanket P.O. Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. for the full term of this Blanket P.O.

This Blanket P.O. may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. or rates more favorable to the State.

The term ("PPA Term") of any PPA resulting from an Engagement under this Bid Solicitation and/or the Blanket P.O. shall be twenty (20) years from the Commercial Operation Date (as defined in Attachment 2 – Sample PPA).

5.2.1 ADDITIONAL TERM AND EXTENSION OPTIONS

Prior to the end of the Term, either Party may give the other Party written notice of its desire to extend this Bid Solicitation, subject to the same terms and conditions set forth herein for the number and length of additional periods specified in Attachment 2 - Sample PPA (each such additional period, an "Additional Term").

Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to

that request in writing thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Bid Solicitation. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Bid Solicitation and the Blanket P.O. resulting from it that is applicable to the particular Vendor {Contractor} shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

Prior to the end of the PPA Term, either Party may give the other Party written notice of its desire to extend the PPA Term, subject to the same terms and conditions set forth herein for the number and length of additional periods, as agreed by the Parties (each such additional period, an "Additional PPA Term").

Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the PPA Term or the then current Additional PPA Term, as applicable. The Party receiving the notice requesting an Additional PPA Term shall respond positively or negatively to that request in writing thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional PPA Term. If both Parties agree to an Additional PPA Term, the Additional PPA Term shall begin immediately upon the conclusion of the PPA Term or the then current term on the same terms and conditions as set forth in this Bid Solicitation. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party's offer, this Bid Solicitation and the Blanket P.O. resulting from it that is applicable to the particular Vendor{Contractor} shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

5.3 BLANKET P.O. TRANSITION

In the event that a new Blanket P.O. has not been awarded prior to this Blanket P.O. expiration date, including any extensions exercised, and the State exercises this Blanket P.O. transition, the Vendor {Contractor} shall continue this Blanket P.O. under the same terms, conditions, and pricing until a new Blanket P.O. can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Blanket P.O., including any extensions exercised.

5.4 CHANGE ORDER

Any changes or modifications to the terms of this Blanket P.O. shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Blanket P.O. The Vendor {Contractor} shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Blanket P.O. shall not in any way relieve the Vendor {Contractor} of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Vendor's {Contractor's} performance of this Blanket P.O.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the Vendor {Contractor} to substitute any management, supervisory or key personnel, the Vendor {Contractor} shall identify the substitute personnel and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Vendor {Contractor} shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Vendor {Contractor} has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation.

The Vendor {Contractor} shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Vendor {Contractor} has received written approval from the Director.

If it becomes necessary for the Vendor {Contractor} to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Vendor {Contractor} will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution or addition.

The Vendor {Contractor} must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Vendor {Contractor} in its Quote.

5.8 OWNERSHIP OF MATERIAL

A. State Ownership of Data

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O., including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Blanket P.O. shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days' notice by the State.

B. Intellectual Property Rights in Deliverables – Excluding Software

1. If the Vendor {Bidder} anticipates using pre-existing intellectual property ("Background IP") within the deliverables called for under the Blanket P.O., the Background IP must be identified in the Quote. If the Vendor {Bidder} identifies such Background IP in its Quote, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O. and any modifications or adaptations thereto remain the property of the Vendor {Bidder}.

2. If in the course of performance of the Blanket P.O., Vendor {Contractor} encounters a need to incorporate Background IP into a deliverable, but the Background IP was not identified in the Quote, the Vendor {Contractor} must notify the State Contract Manager in writing, identifying the specific Background IP to be incorporated into the deliverable, and requesting approval thereof. Where approval is granted in writing, the Background IP owned by the Vendor {Contractor} as well as any modifications or adaptions thereto remain the property of the Vendor {Contractor}. If approval is not granted, the parties will negotiate mutually acceptable intellectual property rights to accomplish the State's goals for the affected deliverable(s).
3. The Vendor {Bidder/Contractor} grants the State a nonexclusive, irrevocable, royalty free license to use the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O.
4. Vendor {Bidder/Contractor} software computer programs and other methodologies used by Vendor {Bidder/Contractor} in the preparation of deliverables called for under the Blanket P.O., but not incorporated into the deliverable itself do not need to be identified as Background IP, and the Vendor {Contractor} retains all ownership therein, as applicable.

C. Intellectual Property Rights in Software Deliverables
1. Where the Blanket P.O. requires the development and delivery of software computer programs, the State requires only the rights necessary to accomplish the purposes of the software as set forth in the Bid Solicitation. Accordingly, unless the Bid Solicitation requires Vendors {Contractors} to provide full ownership of the software computer programs, the Vendor {Bidder} proposing commercial off the shelf software, or customized/configured commercial off the shelf software (collectively "COTS") may license the COTS to the State on the same terms customarily provided to the public, provided that the license customarily provided to the public is:
   a. included within the Quote; and
   b. sufficient to meet the State's needs as set forth in the Bid Solicitation.
2. A license customarily provided to the public will necessarily include terms and conditions that conflict with the Bid Solicitation. Accordingly, where a license agreement is included with the Quote pursuant to the terms of this section, the Vendor {Bidder} by including the license agreement with its Quote, expressly agrees that terms within the Vendor's {Bidder's} license agreement regarding indemnification, limitation of liability, choice of law, governing law, and confidentiality which conflict with the terms of the Blanket P.O. and are void and have no effect. The State expressly reserves the right to negotiate all other terms and conditions of the license agreement.
3. Where the Bid Solicitation advises that the State seeks full ownership of the computer software program, the work shall be considered "work for hire", i.e., the State, not the Vendor {Contractor} or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed for or are a result of the services required under this Blanket P.O. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Blanket P.O., Vendor {Contractor} or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or

technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Blanket P.O. and may result in Blanket P.O. termination and the Vendor's {Contractor's} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one (1) month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 VENDOR'S {CONTRACTOR'S} CONFIDENTIAL INFORMATION

A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

B. By virtue of this Blanket P.O., the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Blanket P.O. Vendor's {Contractor's} Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Vendor's {Contractor's} Quote as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

C. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

D. The State agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

E. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket P.O. pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with

as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information;

F. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information:

(i) if directed to do so by a court or arbitrator of competent jurisdiction; or
(ii) pursuant to a lawfully issued subpoena or other lawful document request:
(a) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(E), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(E); or
(b) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(F), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (http://www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (http://www.nj.gov/it/ps); and

B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Vendor {Contractor} must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Vendor {Contractor} must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Vendor {Contractor} in the performance of the Blanket P.O. must be stored, processed, and maintained

solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State data of any kind must be transmitted, exchanged or otherwise passed to other Vendors {Contractors} or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Vendor {Contractor} must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's {Contractor's} security obligations or other event requiring notification under applicable law ("Notification Event"), the Vendor {Contractor} must assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Blanket P.O. Data Handling: Upon termination/expiration of this Blanket P.O. the Vendor {Contractor} must first return all State data to the State in a usable format as defined in the Blanket P.O., or in an open standards machine-readable format if not. The Vendor {Contractor} must then erase, destroy, and render unreadable all Vendor {Contractor} copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Blanket P.O. or within seven (7) days of the request of an agent of the State whichever shall come first.

5.9.3 TAX RETURN DATA SECURITY

Not applicable to this procurement.

5.9.4 SECURITY PLAN

Not applicable to this procurement. Details for security requirements will be a requirement presented with each individual Engagement Request.

5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. without the prior written consent of the Director.

5.11 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. Notwithstanding the requirements of the Bid Solicitation, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

Nothing in this Blanket P.O. shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET P.O. REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. requirements, the Director may take steps to terminate this Blanket P.O. in accordance with the SSTC, authorize the delivery of Blanket P.O. items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

In the event of additional work and/or special projects, the Vendor {Contractor} must present a written Quote to perform the additional work to the State Contract Manager. The Quote should provide justification for the necessity of the additional work. The relationship between the additional

work and the base Blanket P.O. work must be clearly established by the Vendor {Contractor} in its Quote.

The Vendor's {Contractor's} written Quote must provide a detailed description of the work to be performed broken down by task and subtask. The Quote should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Quote must detail the cost necessary to complete the additional work in a manner consistent with this Blanket P.O. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Vendor {Contractor} in the Vendor's {Contractor's} original Quote submitted in response to this Bid Solicitation. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the Vendor {Contractor} in its original Quote. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Vendor's {Contractor's} written Quote, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget and Office of Information Technology.

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.17.1 INDEMNIFICATION

The Vendor {Contractor} shall assume all risk of and responsibility for, and agrees to protect, defend and indemnify the State of New Jersey, its agents, and its employees, from and against, any and all claims, demands, suits, actions, recoveries, judgment and costs or expenses in connection therewith on account of the loss of life, property, injury or damage to any person, resulting from the Vendor's {Contractor's} performance on the Project or through the use of any improper or defective machinery, implements or appliances, or through any act or omission on the part of the Vendor {Contractor} or its agents, employees or servants, which shall arise from or result directly or indirectly from the Work and/or materials supplied under this Blanket P.O. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Blanket P.O.

In any and all claims against the State or any of its agents or employees, any employees of the Vendor {Contractor} or Subcontractor or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Vendor {Contractor} or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Section 4.1 of the SSTC is supplemented with the following:

4.1.1 LIMITATION OF LIABILITY

The Vendor's {Contractor's} liability to the State for actual, direct damages resulting from the Vendor's {Contractor's} performance or non-performance, or in any manner related to this Blanket P.O., for any and all claims, shall be limited in the aggregate to 500% of the

total value of this Blanket P.O., except that such limitation of liability shall not apply to the following:

a. The Vendor's {Contractor's} obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Vendor {Contractor} under this Blanket P.O. caused by negligence or willful misconduct of the Vendor {Contractor};

b. The Vendor's {Contractor's} breach of its obligations of confidentiality; and

c. The Vendor's {Contractor's} liability with respect to copyright indemnification.

The Vendor's {Contractor's} indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

5.18 ACCESSIBILITY COMPLIANCE

Not applicable to this procurement.

5.19 BLANKET P.O. ACTIVITY REPORT

Not applicable to this procurement.

5.20 ELECTRONIC PAYMENTS

With the award of this Blanket P.O., the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: http://www.state.nj.us/treasury/omb/forms/index.shtml. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6th Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Blanket P.O. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O., including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

5.22 SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE POWER PURCHASE AGREEMENT

5.22.1 COMPLIANCE WITH LAWS

During the term of this PPA, (i) Vendor {Contractor} on behalf of its officers, employees, agents, Vendors {Contractors}, and Subcontractors, warrants that all actions taken by them will be performed in accordance with all applicable federal and State law, regulations, codes and permits, and in prudent, and safe manner; (ii) Vendor {Contractor} shall obtain, at its own cost and expense, all applicable municipal and governmental approvals, licenses, permits and certificates; (iii) Vendor {Contractor} and its agents or Contractors shall comply with all applicable State and federal laws, statutes, rules and regulations including, but not limited to, N.J.A.C. 14:8-4 and N.J.A.C. 14:8-5.

5.22.2 TAXES

Vendor {Contractor} shall pay all personal property taxes and assessments related to and imposed on the Facility and System by the applicable taxing authority.

5.22.3 IMPACT TO THE PREMISES

Upon completion of the installation, repair and Decommissioning of the Facility and the System, Vendor {Contractor} will replace any distributed soil or vegetation, and restore the Premises and areas in and around the Premises to the condition in place as of the Effective Date, as commercially reasonable. Vendor {Contractor} shall immediately repair, replace, or reimburse the Using Agency for any damage to the Premises caused by Vendor's {Contractor's} negligent acts or omissions on the Premises. Vendor's {Contractor's} rights under this PPA include the non-exclusive License for ingress to and egress from the Premises for the installation and maintenance of the Facility and the System, so long as they do not interfere with the overall condition and use of the road network to the Premises.

5.22.4 STANDARD FACILITY AND SYSTEM REPAIR AND MAINTENANCE

A. Vendor {Contractor} will perform all required routine and emergency repairs to, and maintenance of, the System and to the Facility (if the routine and emergency repairs and maintenance to the Facility are required because of the System) at its sole cost and expense. Vendor {Contractor} shall not be responsible for any repairs or maintenance that are solely caused by the Using Agency's negligence, or intentional misconduct or breach of this PPA or the Agreement as a whole.

B. Vendor {Contractor} shall, at its sole cost, maintain the area of and immediately adjacent to the System in a clean and orderly condition which shall include, but not be limited to, cutting the grass and removing weeds. Vendor {Contractor} shall, at its sole cost and expense, maintain the System in good condition and repair.

C. Vendor {Contractor} shall, at its sole cost, ensure that the Facility and the System remains interconnected to the Utility's electric distribution system at all times and will not cause or contribute to cessation of electric service to the Facility from the Utility, unless such disconnection is necessary for routine or emergency repairs or maintenance to the System.

D. Vendor {Contractor} shall not be responsible for any work done by others on any part of the Facility or the System unless Vendor {Contractor} authorizes such work in writing, in advance. Vendor {Contractor} shall provide the Using Agency with reasonable notice prior to accessing the Premises to make non-emergency repairs and regular maintenance, which reasonable notice shall be five (5) business days prior to the work, at a minimum.

5.22.5 BREAKDOWN NOTICE

Vendor {Contractor} shall notify the Using Agency as soon as reasonably practicable, but in no instance greater than within twenty-four (24) hours following Vendor's {Contractor's} discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Vendor {Contractor} shall designate personnel and establish procedures to provide notice to the Using Agency of such conditions requiring Vendor's {Contractor's} repair or alteration and shall at all times, twenty-four (24) hours per day, including weekends and holidays, perform repair and alteration to the System to restore reliable operation of the System. Vendor {Contractor} shall notify the Using Agency immediately upon the discovery of an emergency condition affecting the System or affecting the Using Agency's regular use of its facilities that rely on the System.

5.22.6 SUSPENSION

Notwithstanding anything to the contrary herein, Vendor {Contractor} shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this PPA; provided that Vendor {Contractor} shall use reasonable efforts to minimize any interruption in service to the Facility, and shall provide the Using Agency with as much notice of the suspension of delivery of electricity as practicable under the circumstances, which for routine maintenance or repair, shall be at least five (5) business days.

5.22.7 LIENS AND PAYMENT OF CONTRACTORS AND SUPPLIERS

Vendor {Contractor} shall pay when due all valid charges from all Vendors {Contractors}, subcontractors and suppliers supplying goods or services to Vendor {Contractor} and shall keep the Premises and the Facility free and clear of any liens related to such charges. Vendor {Contractor} shall indemnify the Using Agency for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises and the Facility in connection with such charges; provided, however, that Vendor {Contractor} shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Premises and the Facility or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises and the Facility.

5.22.8 SECURITY

Vendor {Contractor} shall, at its sole cost, be responsible for securing and maintaining the physical security of the System against known risks and risks that should have been known by Vendor {Contractor} which measures may include, but are not limited to, the installation of fencing around the perimeter of the System.

5.22.9 NOTICES

All notices under this Blanket P.O. shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this PPA at the addresses set forth in this PPA or such other address as either party may specify in writing.

5.22.10 MISCELLANEOUS PROVISIONS

5.22.10.1 SURVIVAL

Provisions of this Blanket P.O. that should reasonably be considered to survive termination of this Blanket P.O. and which are applicable to the PPA, or to any specific Engagement shall survive. For

the avoidance of doubt, surviving provisions shall include, without limitation, Sections 3.16 through 3.24; Section 5 in its entirety, and Section 9 in its entirety.

5.22.10.2 FURTHER ASSURANCES

Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Blanket P.O. and which do not involve the assumptions of obligations other than those provided for in this Blanket P.O., to give full effect to this Blanket P.O. and to carry out the intent of this Blanket P.O.

5.22.10.3 NO WAIVER

The failure of the Using Agency to seek redress for violation of, or insist upon the strict performance of any covenant or condition of this Blanket P.O. shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of the original violation. The payment of any amounts by the Using Agency with knowledge of a breach of any of the covenants of this Blanket P.O. shall not be deemed a waiver of such a breach and no provisions of this Blanket P.O. shall be deemed to be waived by the Purchaser unless such waiver is in writing and signed by the Using Agency.

5.22.10.4 COUNTERPARTS, CAPTIONS

This Blanket P.O. may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Blanket P.O. The captions or headings in this Blanket P.O. are strictly for convenience and shall not be considered in interpreting this Blanket P.O.

5.22.10.5 FORWARD BLANKET P.O.

The transaction contemplated under this Blanket P.O. constitutes a “forward Blanket P.O.” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward Blanket P.O. merchant” within the meaning of the United States Bankruptcy Code.

6.0 QUOTE EVALUATION

6.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes. Such consultation is intended to assist the State in making a Blanket P.O. award that is most advantageous to the State.

6.4 CLARIFICATION OF QUOTE / STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the State as noted below, Vendor {Bidder} contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote.

Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote price was determined.

6.5 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

6.6 ORAL PRESENTATION

Oral presentations may be required for each individual Engagement Request.

6.7 QUOTE EVALUATION

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this Bid Solicitation. The evaluation criteria

categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 EVALUATION CRITERIA

The following criteria will be used to evaluate Quotes received in response to this Bid Solicitation. The criteria are not necessarily listed in order of importance.

A. Projected price per kWh based on the State-Supplied Price Schedule/Sheet; the Base Rate.

B. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing projects of a similar size and scope based on the experience requirements outlined in Bid Solicitation Section 4.4.3.3.

6.7.2 VENDOR'S {BIDDER'S} STATE-SUPPLIED PRICE SHEET

For evaluation purposes, Vendors {Bidders} will be ranked from lowest to highest for each Pool per Region according to the projected price per kWh price located on the State-Supplied Price Sheet accompanying this Bid Solicitation.

Estimated Escalation Rates will be reviewed for cost reasonableness and will not be included in the price ranking.

6.7.3 QUOTE DISCREPANCIES

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote uploads a State-Supplied Price Sheet and completes the "Items" tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the State-Supplied Price Sheet will govern.

6.7.4 EVALUATION OF THE QUOTES

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(a)(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the Bureau may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1)

Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Bureau to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Bureau may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Division may conduct more than one (1) round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes and as applicable, negotiation(s), and/or BAFO(s), the Bureau will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s), conforming to the Bid Solicitation, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Bureau. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where it is deemed by the Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Blanket P.O. award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. is issued.

If the Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote opening.

6.9 "REQUEST FOR REVISION" WITHIN *NJSTART*

The State may request a revision of the Vendor's {Bidder's} Quote within ***NJSTART***. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote other than as requested by the State shall be considered null and void.

6.10 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 *ET SEQ.*

A. The State shall not enter into a Blanket P.O. to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;

B. Prior to awarding any Blanket P.O. or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O., the intended Vendor {Contractor} shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. under this Bid Solicitation, as well as future Blanket P.O. opportunities; and

C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O., and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Blanket P.O.s primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Vendor {Contractor} or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Vendor {Contractor} of a Blanket P.O. primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O., including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET P.O. TO THE INTENDED VENDOR {BIDDER}.

If any of the services cannot be performed within the United States, the Vendor {Bidder} shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Vendor {Bidder} to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.1.2.1 BREACH OF BLANKET P.O.

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET P.O. SHALL BE DEEMED A BREACH OF BLANKET P.O. If, during the term of the Blanket P.O., or any extension thereof, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. Such Blanket P.O. shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury,

Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. See Section 4.4.2.1 of this Bid Solicitation for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG "Vendor Categories and Certifications" for instructions on completing certifications on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.2 FINAL BLANKET P.O. AWARD

Blanket P.O. award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s), conforming to this Bid Solicitation, is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O., naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the "Maintain Terms and Categories" tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Insurance Certification Compliance status, contact the Division Procurement Specialist.

7.4 PERFORMANCE SECURITY

A bid bond, a payment bond and a performance bond will be required for each individual Engagement per Bid Solicitation Section 3.3 . Also, the Vendor {Contractor} will be required to provide Decommissioning Security pursuant to Bid Solicitation Section 3.16.1.

8.0 BLANKET P.O. ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O.

The SCM for this project will be identified at the time of execution of Blanket P.O. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. where only one (1) State office uses the Blanket P.O., the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O., approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. The SCM is responsible for coordinating the use of the Blanket P.O. and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O., direct or approve a Change Order.

If the Blanket P.O. has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. must notify and coordinate the use of the Blanket P.O. with the SCM.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. by Blanket P.O. users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. users.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 7/18/18)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART **Term**	**Equivalent Existing New Jersey Term**
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of

Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;
B. Knowingly conceal or misrepresent a contribution given or received;
C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the State Ethics Commission;

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

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

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

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

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

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

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

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 Warranty of no solicitation on commission or contingent fee basis

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer,

advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

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

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

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

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

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.7 BUY AMERICAN

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

3.8 DIANE B. ALLEN EQUAL PAY ACT

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

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;

B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

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

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $10,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

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

    1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
    2. $1,000,000 DISEASE EACH EMPLOYEE; and
    3. $1,000,000 DISEASE AGGREGATE LIMIT.

        a. This $1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and

        b. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

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

5.5 CHANGE IN LAW

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

A. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

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

5.6 SUSPENSION OF WORK

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

5.7 TERMINATION OF CONTRACT

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

B. For Cause:
1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

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

A. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

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

5.10 MERGERS, ACQUISITIONS

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

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

C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;

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

E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and

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

5.12 DELIVERY REQUIREMENTS

A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;

B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;

C. Items delivered must be strictly in accordance with the contract; and

D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

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

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

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

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

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

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

6.6 AVAILABILITY OF FUNDS

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

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

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

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

7.1 PROCUREMENT OF RECOVERED MATERIALS

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

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

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
    1. Paper and paper products listed in 40 C.F.R. 247.10;
    2. Certain vehicular products as listed in 40 CFR 247.11;
    3. Certain construction products listed in 40 C.F.R. 247.12;
    4. Certain transportation products listed in 40 C.F.R. 247.13;
    5. Certain park and recreation products, 40 C.F.R. 247.14;
    6. Certain landscaping products listed in 40 C.F.R. 247.15;
    7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
    8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, “recovered material” means:
    1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
    2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
        a. Postconsumer materials such as --
            i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
            ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
        b. Manufacturing, forest residues, and other wastes such as --
        i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and

including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, the contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has

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

(4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must

comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the

individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

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

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

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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