



OCEAN COUNTY UTILITIES AUTHORITY

PO BOX P, BAYVILLE, NJ 08721

TEL (732) 269-4500 FAX (848) 221-1488

TURTLE & HUGHES
PO Box 2847
PLAINFIELD, NJ 07062 US

PLEASE DELIVER TO:

CWPCF
Ocean County Utilities Authority
501 Hickory Lane
Bayville NJ 08721

FQR #ESS-21-9

RESOLUTION NO.: 21-11950 - DATED: 12/16/21

*Emailed
11/11/22*

PURCHASE ORDER

PAGE : 1 OF 1

PO NUMBER: 4500071820

DATE: 01/10/2022

OCUA CONTACT: Jenney Couch EXT. 8306

YOUR VENDOR NUMBER WITH US: 101214

DELIVERY DATE: 01/24/2022

RECEIVING HRS 7AM to 3PM MON - FRI

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	NET VALUE
0001	1 YR		ESAFE HW SILVER SUPPORT 9300-SV8ESAFEHW	3,205.50	3,205.50
0002	1 YR		ESAFE SW SILVER SUPPORT 9300-SV8ESAFESW	3,138.00	3,138.00
TOTAL					6,343.50


Authorized Signature

INSTRUCTIONS TO VENDOR

- * Do not charge state sales tax (Tax ID: 221926548).
- * Sign and return THIS copy of P.O. along with invoice to address at top of P.O.
- * Fill in Tax ID information
- * All deliveries F.O.B Point of Delivery unless noted otherwise
- * To assure prompt payment, invoices should be presented NOT LATER than the 10th of each month

VENDOR CERTIFICATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

Vendor Signature: _____

Corporation? Yes No (circle one) Date: _____

Title: _____ Tax ID: _____

THE OCEAN COUNTY UTILITIES AUTHORITY

CHECKLIST

BID NO ESS-21-9

ITEM: ESAFE Silver Support

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

1. OWNERSHIP STATEMENT
2. NON-COLLUSION AFFIDAVIT (SIGNED AND NOTARIZED)
3. INVESTMENTS IN IRAN – DISCLOSURE CERTIFICATE
4. COPY OF BIDDER'S NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
5. CHECKLIST

✓
✓
✓
✓
✓

I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment non-conforming to the specifications.

I hereby certify that I have read the proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER: Cory Szatkiewicz

DATE: 11/27/2021

PLEASE PRINT OR TYPE:

NAME AND TITLE: CORY SZATKIEWICZ VP

BUSINESS NAME TRITE & INDUSTRIES INC.

ADDRESS: 1100 LOWER RD

LINDEN NJ 07036

Sealed quotes are due no later than 2:00 p.m. on November 30, 2021.

FQR #ESS-21-9

QUOTATION FORM AND ITEM DESCRIPTIONS

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
01	1 Each	9300-SV8ESAFEHW E-Safe Hardware (Silver) Support Silver, 8-5, M-F	<u>3205.⁵⁰</u>	<u>3205.⁵⁰</u>
02	1 Each	9300-SV8ESAFESW E-Safe Software (Silver) Support Silver, 8-5, M-F	<u>3138.⁰⁰</u>	<u>3138.⁰⁰</u>
Total Quote Amount:			<u>6343.⁵⁰</u>	

NAME: TURTLE + HUGHES, INC. CORY SZATKIEWICZ V.P.
PLEASE PRINT

If an equivalent product is being proposed, vendor MUST supply sufficient documentation with the bid package to enable the Authority to evaluate whether the proposed product is equivalent to that specified. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.

VENDOR INFORMATION

If the bidder is a Corporation, give the following information:

Name of Company TURTLE & HUEBES, INC
Business Address 1900 LOWER ROAD LINDEN, NJ 07036
Tax ID # 135444820 EMAIL: CORY@TURTLE.COM
Telephone # 732-673-3170 FAX # _____
Signature of Bidder CONFIDENTIAL VP
(Name & Title)
Incorporated under the laws of the State of NO
President LOUIS VALLS
(Name)
Secretary NONE
(Name)
Treasurer CHRIS RAUSCH
(Name)
Dated: 11/22/2021 (Name)
NONE USED
(AFFIX CORPORATE SEAL HERE)

If the bidder is a Partnership, Individual, or Non-Incorporated Organization, give the following information:

Name of Company _____
Business Address _____

Tax ID # _____ EMAIL: _____
Telephone # _____ FAX # _____
Signature of Bidder _____
(Name & Title)
Names and Addresses of
Members of Company _____

OWNERSHIP STATEMENT

If the Bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the Bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

IF NONE, SO STATE or CHECK HERE ☐

INDIVIDUAL

ADDRESS

TUCRE & HUGHES WP-GRANTON TRUST

281 TRESSER BLVD STAMFORD, CT

FRANK W. MILLARD F+H IRREVOCABLE TRUST

"

JAYNE MILLARD FAMILY TRUST

"

JAYNE MILLARD INDIVIDUALLY

"

I certify that the foregoing information is correct.

Cory Szatkiewicz

Signature

CORY SZATKIEWICZ V.P.

Print Name of Title

NON-COLLUSION AFFIDAVIT

STATE OF

SS:

COUNTY OF

I, CORY SZATKIEWICZ, of the City of LIPDEN, in the County of UNION, and the State of NJ, of full age, being duly sworn according to law, on my oath, depose and say that:

I am V.P., (Title), of the firm of TURNER & HUGHES, INC, the Bidder,

making the Bid for the following named project: ESS - 21.9, and that I executed the said Bid, with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that The Ocean County Utilities Authority relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant, that no person or selling agency has been employed, or retained, to solicit or secure, such 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 _____

TURNER & HUGHES, INC (N.J.S.A. 52:34-15).

Cory Szatkiewicz
SIGNATURE

CORY SZATKIEWICZ V.P.
(Type or print name of affiant)

Subscribed and sworn to before me this

22 day of Nov, 2021

Jeane E. Szatkiewicz
Notary Public of

My commission expires , 20 .
(Seal)

JEANNE E. SZATKIEWICZ
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50068722
My Commission Expires 9/25/2022

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: TURTLE & HUGHES INC.

Contract Name: ESS-31-9

Contract/Renewal Date: ONE YEAR FROM ACCEPTANCE OF CONTRACT

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52-32:55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the Authority determines that a bidder submits a false certification, the Authority shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

☐ I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN

(Complete only if you checked the second box in Part 1)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: _____
2. Relationship to Bidder: _____
3. Duration of Engagement: _____
4. Cessation of Activity: _____
5. Bidder Contact Name: _____
6. Bidder Contact Phone Number: _____

☐ **ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** (*Check this box if you are including additional activities*): If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): CORY SZATKIEWICZ

2. Date: 11/22/2021

3. Signature: Cory Szatkiewicz

4. Title: V.P.

5. Bidder/Vendor: TURLE & KICHES

6. Bidder/Vendor Phone Number and/or Contact Information: 732-673-3170 CORY@TURLE.COM

**THE OCEAN COUNTY UTILITIES AUTHORITY
STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE** – The OCUA Purchase Order (“PO”) contains the entirety of the Terms and Conditions (“Terms”) of The Ocean County Utilities Authority (" Buyer") offer. Neither Buyer nor Seller ("Seller") shall be bound by oral or written agreements not expressly included in this PO. Acceptance of the PO is expressly limited to and made conditional upon the exclusivity of the Terms and Conditions and is expressly made conditional upon Seller's assent to these terms and conditions instead of those in Seller's offer. This PO may be amended and altered only by a writing signed by authorized representatives of both Seller and Buyer expressly referencing the terms or conditions being modified, and purporting to constitute an amendment to this PO.
2. **QUESTIONS** - No oral interpretation shall be made to any vendor as to the meaning of any procurement request. Any questions pertaining to any request by the Authority shall be directed to: Christine Carty, Q.P.A., R.P.P.O., Purchasing Agent, 501 Hickory Lane, P.O. Box “P”, Bayville, NJ 08721, Voice – 732-269-4500, ext. 8229.
3. **SCOPE**. These Terms and Conditions, as may be amended from time to time, apply to the purchase by Buyer of all Products and/or services ("Product") from Seller as described on the face of the PO or other documents referenced on the face of such PO. The term Product throughout these Terms and Conditions includes without limitation, raw materials, supplies, components, tooling equipment and all services. No PO is valid unless issued by Buyer on its official, electronic or otherwise generated, PO to the Seller. If there is an existing OCUA agreement executed by both Buyer and Seller, the terms and conditions of the executed agreement will prevail over the Terms hereunder.
4. **PRICING. RISK OF LOSS**. All prices payable by Buyer for the Product are stated in the PO and include the cost of packaging. Delivery terms will be stated in the PO to the specified destination. Title to the Product(s) covered by this PO and all risk of loss or damage to such Product shipped shall be in Seller, irrespective of FOB or other delivery terms, and shall remain in the Seller until the Products have been delivered to Buyer’s applicable facility and have been accepted at that facility.
5. **QUALITY**. Seller shall meet all quality requirements of Buyer, including, but not limited to, all applicable plans, specifications, and other contract descriptions, as set forth on the face of the PO. The quality of the Product shall be subject to the satisfaction of the Buyer, who shall be entitled to reject non-conforming Product.
6. **PACKAGING. SHIPPING**. All Products covered by this PO, shall be suitably marked and shipped in accordance with the requirements of common carriers.
7. **DELIVERY**. The Seller shall make delivery to the specified destination by the due date stated on the PO or as otherwise agreed in writing by the Parties. Any such stated due date is of the essence and the Seller shall notify Buyer promptly if it reasonably anticipates that delivery will not be on time. The Seller warrants that upon acceptance of delivery at the destination the Seller will convey to Buyer good and marketable title to all Product free of any liens or encumbrances of any kind. Buyer shall not be obliged to buy or pay for, and Buyer or its designated representative may at any time after delivery reject, all or any part of a given delivery of Product that Buyer or its designated representative determine does not conform with the PO or agreed specifications. The Seller shall

retain or reacquire title to, and bear all risks of loss of such non-conforming Product and shall at its own expense be responsible for the return or disposal. Seller shall incur all costs related to Buyer's receiving non-conforming Product which costs include but are not limited handling, and storage. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

8. **WARRANTY.** The Seller warrants from the date of delivery or the appropriate period if contrary to applicable law, that all Product:

a) strictly conform with the description contained in the PO, the quality and agreed specifications stated or incorporated as a schedule, by reference or otherwise,

b) are merchantable, fit for the purpose intended, and free of defect.

The Seller shall provide all manufacture's warranties where applicable

9. **INTELLECTUAL PROPERTY.** The Seller shall indemnify and hold Buyer and its customers harmless from all claims, losses, suits, damages, liability, and all expenses, (including but not limited to reasonable attorney's fee) arising out of or related to any such actual patent, copyright, trademark or other property rights infringement or alleged direct or contributory infringement by reason of the manufacture, use or sale of the Product.

10. **INDEMNIFICATION.** Seller agrees to indemnify and hold Buyer, its employees, directors, its affiliates and subsidiaries, and agents from and against any and all claims, libels, suits, judgments, fines, penalties, actions and proceedings, damages (including special, consequential, punitive, and exemplary damages), including costs and expenses including reasonable fees for attorneys, experts and consultants, settlement costs, incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage or economic losses) that are related in anyway to or arise in anyway from the Product, Seller's representations, Seller's performance or failure to perform obligations under any PO, including claims based on Seller's breach or alleged breach of warranty or caused or alleged to have been caused by the consumption or use of such person or persons of any Product as shipped or delivered by Seller to Buyer. Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability, or otherwise, except to the extent any such liability arises solely out of the gross negligence or willful misconduct of Buyer, its employees or authorized representative.

11. **TERMINATION BY THE BUYER.** Buyer reserves the right to terminate all or any part of each PO without liability of Buyer to the Seller, in the event:

a) Seller repudiates, breaches, or threatens to breach any of the terms of the PO including without limitation, Seller's warranties,

b) Seller fails to perform or deliver Product as specified by Buyer,

- c) Seller fails to provide Buyer with adequate and reasonable assurances of Seller's ability to perform timely any of Seller's obligations under any PO, including without limitation, delivery of Product,
 - d) Buyer terminates for breach of any other PO issued by Buyer to Seller in accordance with the terms of such PO,
 - e) Seller attempts an assignment or transfer of any interest without prior written approval of Buyer,
 - f) Seller fails to remedy the breach or violation listed above at 11 a-e within Thirty (30) days after receipt of written notice from Buyer, or
 - g) Seller makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature, and Seller fails to remedy the breach or violation of this section 11g within Sixty (60) days after receipt of written notice from Buyer.
12. **ASSIGNMENT.** The Seller shall not assign, transfer or otherwise dispose of any rights or obligations to any third party without the prior written consent of Buyer. All rights and obligations shall inure to the benefit of and be binding on any permitted assignee or successor of each Party.
13. **COMPLIANCE WITH LAWS.** Seller agrees to comply with all federal, state, and local laws, executive orders, rules and regulations that may be applicable to Seller's performance of its obligations to under each PO. If requested, Seller shall so certify when and in such form as Buyer may require, including among other things, a certification that the items were produced in compliance with all applicable requirements of the Fair Labor Standards Act.
14. **PAYMENT.** Payment Terms are Net 45 for all invoices received by the buyer on or before the 15th of each month and is subject to the 10-day review period provided by S763 N.J.S.A. 40:14B-14. These invoices will be promptly processed for payment for that same month after the 10-day veto process. Before any payment is made by the Buyer, the Seller must submit to the Buyer a copy of their New Jersey Business Registration Certificate (P.L. 2004, c57).
15. **CONFIDENTIALITY.** Any specifications, samples, designs, formulations, trade secrets, patents, financial data, or other information that Buyer identifies as or otherwise deems confidential ("Buyers Confidential Information") and discloses to the Seller in connection with the PO shall remain the exclusive property of the Buyer and shall, along with any information derived from the same, be kept confidential by the Seller and its employees and agents and shall not, without Buyer's prior written consent, be disclosed to any third party or used except for purposes of the PO. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Seller can demonstrate by written record that it was previously known by the Seller, became generally available to the public through no fault of the Seller, was disclosed to the Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process.

The Buyer and Seller agree that the covenant of confidentiality and nondisclosure set forth above shall survive termination of this Agreement and shall remain in effect for so long as the Buyers

Confidential Information remains confidential. The Parties agree that this covenant shall supersede any contrary duration term set forth in any previously executed Confidentiality Disclosure Agreement.

16. REMEDIES. In the event Seller fails to perform in accordance with the PO ("Breach"), without limiting the generality of the foregoing, should any Product fail to conform to the warranties, or should Seller or any Product provided by Seller fail to meet any of the conditions or specifications set forth, and without prejudice to any other rights or remedies it may have under applicable law or in equity, Buyer shall have the right, after any applicable cure period, to recover from the Seller any and all mitigated losses and reasonable additional expenses incurred by Buyer arising from Seller's Breach, and at Buyer's option:
 - a) require the Seller promptly cure such Breach with conforming delivery at no additional charge or expense to Buyer and/or,
 - b) reject any non-conforming Product, cancel any and all outstanding deliveries, cover by purchasing replacement Product from one or more other suppliers.
17. INSURANCE. The Seller agrees to maintain insurance covering the Product and its performance under the PO in compliance with applicable legal requirements and including but not limited to: a) Comprehensive commercial general liability (including products liability completed operations and third party liability coverage) for not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. b) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) per accident and including liability arising out of the ownership, maintenance or use of any auto, auto non-ownership and hired car coverage, and uninsured/underinsured motorist coverage at a limit no less than the minimum statutory limits. c) Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including "other states" coverage: and employers liability insurance or its equivalent with minimum limits of \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease d) Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of \$1,000,000 per occurrence; \$1,000,000 aggregate for other than products/completed operations and auto liability; \$1,000,000 products/completed operations aggregate.
18. FORCE MAJURE. Seller's failure to deliver Product as provided in the PO by reason of any of the following and such event shall not constitute an event of default or breach of any Terms: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of the defaulting Party. Seller shall promptly notify the Buyer of any such delay and its cause. Provided that if any such cause that continues for more than Thirty (30) days the Buyer may at its own option cancel this PO and all its obligations to Seller.
19. GOVERNING LAW AND JURISDICTION. The formation and performance of the contract shall be governed by the laws of the State of New Jersey without regard to any applicable conflict of law

provisions. Seller consents to the exclusive jurisdiction of any appropriate court of competent jurisdiction in New Jersey, for any legal or equitable action or proceeding.

20. PREFERENCE FOR DOMESTIC PRODUCTS. Only manufactured products of the United States, wherever available, shall be used in connection with this order/contract, pursuant to 40A:11-18 of the Revised Statutes of the State of NJ.

21. MISCELLANEOUS.

- a) Failure of Buyer to insist upon performance of any provisions of these Terms or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.
- b) Any enforceable term, provision, undertaking or restriction contained in these Terms are held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.
- c) Any notice or request required or permitted to be given in connection with these Terms shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, or by express delivery service to the address set forth on the PO or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, or by express delivery service.
- d) Section headings are for convenience only and are not to be construed as part of this Agreement.

[illegible]

02/23/17

Taxpayer Identification# 135-444-820/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TURTLE & HUGHES, INC.

ADDRESS:
1900 LOWER RD
LINDEN NJ 07036-6519

EFFECTIVE DATE:

09/08/77

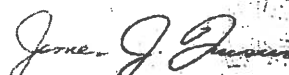
TRADE NAME:

SEQUENCE NUMBER:

0059528

ISSUANCE DATE:

02/23/17



Director
New Jersey Division of Revenue

FORM BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



THE OCEAN COUNTY UTILITIES AUTHORITY

501 HICKORY LANE

BAYVILLE, NEW JERSEY 08721

RESOLUTION No.: 21-11950

DATE: December 16, 2021

WHEREAS, The Ocean County Utilities Authority heretofore advertised for formal sealed quotations for ESS-21-9, ESAFE Silver Support; and

WHEREAS, a formal sealed quotation has heretofore been submitted at a meeting held on November 30, 2021; and

WHEREAS, a tabulation of the only quotation received is on file with the Authority; and

WHEREAS, the only quote was from Turtle and Hughes Incorporated, 1900 Lower Road, Linden, New Jersey 07036, for a total quote amount of \$6,343.50; and

WHEREAS, the Authority's attorneys, Hiering, Dupignac, Stanzione, & Dunn, A Professional Corporation, have reviewed the quotation submitted by Turtle and Hughes Incorporated, and have determined it to be acceptable; and

WHEREAS, the Authority's Certification of Funds is attached;

NOW, THEREFORE, BE IT RESOLVED by the COMMISSIONERS of THE OCEAN COUNTY UTILITIES AUTHORITY as follows:

1. A purchase order is to be issued to Turtle and Hughes Incorporated, 1900 Lower Road, Linden, New Jersey 07036, for a Total Purchase Order Amount of \$6,343.50.
2. The Purchase Order is awarded pursuant to a fair and open process in accordance with the New Jersey Local Unit "Pay to Play" law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et. seq.
3. The Purchase Order authorized hereby is subject to the 10 day review period provided by S763 N.J.S.A. 40:14B-14.

I, KATHLEEN BALASSONE, Assistant Secretary of The Ocean County Utilities Authority, do hereby certify that the foregoing is a true copy of a Resolution adopted by The Ocean County Utilities Authority on the 16th day of December, 2021.

Kathleen Balassone

THE OCEAN COUNTY UTILITIES AUTHORITY
PURCHASING DEPARTMENT
501 Hickory Lane, Bayville, New Jersey 08721
Voice – (732) 269-4500 Fax (732) 269-8440
www.ocua.com

FORMAL QUOTATION REQUEST

Notice is hereby given that SEALED QUOTATIONS will be received by The Ocean County Utilities Authority in their offices at 501 Hickory Lane, Bayville, New Jersey, up to 10:30 a.m. prevailing time, on October 19, 2021 for:

FQR #ESS-21-9

**Provide ESAFE Silver Support for ESAFE Dynamix 2500 Hardware and Emonitor (Odyssey Deluxe)
Factory Unlimited Tag (Network) or Equivalent**

At which time said Formal Quotation Request submittals will be publicly opened. Each FQR submittal shall be submitted on forms prepared by the Authority, signed and submitted in a sealed envelope bearing the name and address of the firm or individual making the submittal, the name of the Formal Quotation Request (FQR), and the due date of the FQR on the outside of the envelope.

FQR specifications may be obtained by bona fide firms or individuals upon application at the Authority offices, at the Central Water Pollution Control Facility, 501 Hickory Lane, Bayville, New Jersey 08721 or via our website at the following web address: <http://www.ocua.com/Purchasing/3-PurchasingP2PQuotes.htm>.

Please review the notice on our bid portal: **For Special Notice to Bidders Regarding COVID-19**

All firms are required to comply with the requirements of P.L. 2004, c.57, business registration of public contracts and shall submit a copy of their Business Registration Certificate.

Disclosure of Investments in Iran Form

Public Law 2012, c.25 (N.J.S.A. 52:32-55 et seq.) and N.J.S.A. 40A:11-2 require that all Bidders complete a certification at the time of bid or proposal for a new contract or renewal of an existing contract attesting, under penalty of perjury, that the neither the Bidder nor its parents, subsidiaries, or affiliates, are identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran as described in N.J.S.A 52:32-56. All Bidders must comply with the terms of these Acts.

All firms will be required to comply with the Anti-Discrimination requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Anyone who downloads the RFQ from the Authority's website is requested to notify and register their name and contact information with the Authority via email to ccarty@ocua.com so they can be notified in the event of any addenda issued.

The Authority reserves the right to accept or reject any or all Request for Quotations or to waive any and all informalities or technicalities, if in the best interest of the Authority, including the right to reject a Bidder based upon poor prior experience.

All prices shall include all transportation charges fully prepaid by the vendor F.O.B. Destination and placement at locations specified by the Authority.

Any questions / amendments or exceptions must be submitted and agreed upon within three (3) days prior to the FQR opening date.

This quote will be awarded through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.

The award of this quotation is subject to the ten (10) day review period provided by S763, N.J.S.A 40:14B-14.

All respondees are required to complete the Quotation Form, Vendor Information, Ownership Statement and Non-Collusion Affidavit that are a part of this Formal Quotation Request.

THE OCEAN COUNTY UTILITIES AUTHORITY

CHECKLIST

BID NO ESS-21-9

ITEM: ESAFE Silver Support

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

1. OWNERSHIP STATEMENT _____
2. NON-COLLUSION AFFIDAVIT (SIGNED AND NOTARIZED) _____
3. INVESTMENTS IN IRAN – DISCLOSURE CERTIFICATE _____
4. COPY OF BIDDER'S NEW JERSEY BUSINESS REGISTRATION CERTIFICATE _____
5. CHECKLIST _____

I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment non-conforming to the specifications.

I hereby certify that I have read the proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

I hereby certify that the foregoing statements made by me are true and recognize that if any statement made herein is willfully false I am subject to punishment.

SIGNATURE OF BIDDER: _____

DATE: _____

PLEASE PRINT OR TYPE:

NAME AND TITLE: _____

BUSINESS NAME _____

ADDRESS: _____

Sealed quotes are due no later than 10:30 a.m. on October 19, 2021.

FQR #ESS-21-9

QUOTATION FORM AND ITEM DESCRIPTIONS

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
01	1 Each	9300-SV8ESAFEHW E-Safe Hardware (Silver) Support Silver, 8-5, M-F		
02	1 Each	9300-SV8ESAFESW E-Safe Software (Silver) Support Silver, 8-5, M-F		

Total Quote Amount:

NAME:

PLEASE PRINT

If an equivalent product is being proposed, vendor MUST supply sufficient documentation with the bid package to enable the Authority to evaluate whether the proposed product is equivalent to that specified. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.

VENDOR INFORMATION

If the bidder is a Corporation, give the following information:

Name of Company _____

Business Address _____

Tax ID # _____ EMAIL: _____

Telephone # _____ FAX # _____

Signature of Bidder _____

(Name & Title)

Incorporated under the laws of the State of _____.

President _____

(Name)

Secretary _____

(Name)

Treasurer _____

(Name)

Dated: _____

(AFFIX CORPORATE SEAL HERE)

If the bidder is a Partnership, Individual, or Non-Incorporated Organization, give the following information:

Name of Company _____

Business Address _____

Tax ID # _____ EMAIL: _____

Telephone # _____ FAX # _____

Signature of Bidder _____

(Name & Title)

Names and Addresses of
Members of Company _____

OWNERSHIP STATEMENT

If the Bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the Bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

IF NONE, SO STATE or CHECK HERE ☐

INDIVIDUAL

ADDRESS

I certify that the foregoing information is correct.

Signature

Print Name of Title

NON-COLLUSION AFFIDAVIT

STATE OF

SS:

COUNTY OF

I, _____, of the City of _____, in the County of _____, and the State of _____, of full age, being duly sworn according to law, on my oath, depose and say that:

I am _____, (Title), of the firm of _____, the Bidder,

making the Bid for the following named project: _____, and that I executed the said Bid, with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above named project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that The Ocean County Utilities Authority relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant, that no person or selling agency has been employed, or retained, to solicit or secure, such 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 _____

_____ (N.J.S.A. 52:34-15).

SIGNATURE

(Type or print name of affiant)

Subscribed and sworn to before me this
day of _____, 20 .

Notary Public of

My commission expires _____, 20 .
(Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name: _____

Contract Name: _____

Contract/Renewal Date: _____

Pursuant to Public Law 2012, c.25 (N.J.S.A. 52:32:55 et. seq.), any person or entity (bidder) that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>). **Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive.** If the Authority determines that a bidder submits a false certification, the Authority shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (N.J.S.A. 52:32-59).

PART 1. PLEASE CHECK APPROPRIATE BOX

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.

☐ I am unable to certify as indicated above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide the information required in Part 2 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2. INVESTMENT ACTIVITIES IN IRAN

(Complete only if you checked the second box in Part 1)

Please provide further information related to investment activities in Iran. You must provide a detailed, accurate and precise description of the activities of the bidder, the bidder's parents, subsidiaries and/or affiliates that are engaged in investment activities as described in N.J.S.A 52:32-56(f).

1. Name and Address: _____
2. Relationship to Bidder: _____
3. Duration of Engagement: _____
4. Cessation of Activity: _____
5. Bidder Contact Name: _____
6. Bidder Contact Phone Number _____

☐ **ADDITIONAL ACTIVITIES/CONTINUATION SHEETS** *(Check this box if you are including additional activities):* If there are additional activities that require disclosure, please provide the description as attachments to this form, following the same format under part 2 above. Please number each attachment and affix to this form.

Number of Attachments: _____

PART 3. CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.

1. Full Name (Print): _____
2. Date: _____
3. Signature: _____
4. Title: _____
5. Bidder/Vendor: _____
6. Bidder/Vendor Phone Number and/or Contact Information: _____

**THE OCEAN COUNTY UTILITIES AUTHORITY
STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE** – The OCUA Purchase Order (“PO”) contains the entirety of the Terms and Conditions (“Terms”) of The Ocean County Utilities Authority (" Buyer") offer. Neither Buyer nor Seller ("Seller") shall be bound by oral or written agreements not expressly included in this PO. Acceptance of the PO is expressly limited to and made conditional upon the exclusivity of the Terms and Conditions and is expressly made conditional upon Seller's assent to these terms and conditions instead of those in Seller's offer. This PO may be amended and altered only by a writing signed by authorized representatives of both Seller and Buyer expressly referencing the terms or conditions being modified, and purporting to constitute an amendment to this PO.

QUESTIONS - No oral interpretation shall be made to any vendor as to the meaning of any procurement request. Any questions pertaining to any request by the Authority **THE OCEAN COUNTY UTILITIES AUTHORITY**
STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – The OCUA Purchase Order (“PO”) contains the entirety of the Terms and Conditions (“Terms”) of The Ocean County Utilities Authority (" Buyer") offer. Neither Buyer nor Seller ("Seller") shall be bound by oral or written agreements not expressly included in this PO. Acceptance of the PO is expressly limited to and made conditional upon the exclusivity of the Terms and Conditions and is expressly made conditional upon Seller's assent to these terms and conditions instead of those in Seller's offer. This PO may be amended and altered only by a writing signed by authorized representatives of both Seller and Buyer expressly referencing the terms or conditions being modified, and purporting to constitute an amendment to this PO.
2. **QUESTIONS** - No oral interpretation shall be made to any vendor as to the meaning of any procurement request. Any questions pertaining to any request by the Authority shall be directed to: Christine Carty, Q.P.A., R.P.P.O., Purchasing Agent, 501 Hickory Lane, P.O. Box “P”, Bayville, NJ 08721, Voice – 732-269-4500, ext. 8229.
3. **SCOPE**. These Terms and Conditions, as may be amended from time to time, apply to the purchase by Buyer of all Products and/or services ("Product") from Seller as described on the face of the PO or other documents referenced on the face of such PO. The term Product throughout these Terms and Conditions includes without limitation, raw materials, supplies, components, tooling equipment and all services. No PO is valid unless issued by Buyer on its official, electronic or otherwise generated, PO to the Seller. If there is an existing OCUA agreement executed by both Buyer and Seller, the terms and conditions of the executed agreement will prevail over the Terms hereunder.
4. **PRICING. RISK OF LOSS**. All prices payable by Buyer for the Product are stated in the PO and include the cost of packaging. Delivery terms will be stated in the PO to the specified destination. Title to the Product(s) covered by this PO and all risk of loss or damage to such Product shipped shall be in Seller, irrespective of FOB or other delivery terms, and shall remain in the Seller until the Products have been delivered to Buyer’s applicable facility and have been accepted at that facility.
5. **QUALITY**. Seller shall meet all quality requirements of Buyer, including, but not limited to, all applicable plans, specifications, and other contract descriptions, as set forth on the face of the PO.

The quality of the Product shall be subject to the satisfaction of the Buyer, who shall be entitled to reject non-conforming Product.

6. **PACKAGING. SHIPPING.** All Products covered by this PO, shall be suitably marked and shipped in accordance with the requirements of common carriers.
7. **DELIVERY.** The Seller shall make delivery to the specified destination by the due date stated on the PO or as otherwise agreed in writing by the Parties. Any such stated due date is of the essence and the Seller shall notify Buyer promptly if it reasonably anticipates that delivery will not be on time. The Seller warrants that upon acceptance of delivery at the destination the Seller will convey to Buyer good and marketable title to all Product free of any liens or encumbrances of any kind. Buyer shall not be obliged to buy or pay for, and Buyer or its designated representative may at any time after delivery reject, all or any part of a given delivery of Product that Buyer or its designated representative determine does not conform with the PO or agreed specifications. The Seller shall retain or reacquire title to, and bear all risks of loss of such non-conforming Product and shall at its own expense be responsible for the return or disposal. Seller shall incur all costs related to Buyer's receiving non-conforming Product which costs include but are not limited handling, and storage. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
8. **WARRANTY.** The Seller warrants from the date of delivery or the appropriate period if contrary to applicable law, that all Product:
 - a) strictly conform with the description contained in the PO, the quality and agreed specifications stated or incorporated as a schedule, by reference or otherwise,
 - b) are merchantable, fit for the purpose intended, and free of defect.

The Seller shall provide all manufacture's warranties where applicable

9. **INTELLECTUAL PROPERTY.** The Seller shall indemnify and hold Buyer and its customers harmless from all claims, losses, suits, damages, liability, and all expenses, (including but not limited to reasonable attorney's fee) arising out of or related to any such actual patent, copyright, trademark or other property rights infringement or alleged direct or contributory infringement by reason of the manufacture, use or sale of the Product.
10. **INDEMNIFICATION.** Seller agrees to indemnify and hold Buyer, its employees, directors, its affiliates and subsidiaries, and agents from and against any and all claims, libels, suits, judgments, fines, penalties, actions and proceedings, damages (including special, consequential, punitive, and exemplary damages), including costs and expenses including reasonable fees for attorneys, experts and consultants, settlement costs, incurred in connection with any claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage or economic losses) that are related in anyway to or arise in anyway from the Product, Seller's representations, Seller's performance or failure to perform obligations under any PO, including claims based on Seller's breach or alleged breach of warranty or caused or alleged to have been caused by the consumption or use of such person or persons of any Product as shipped or delivered by Seller to Buyer. Seller's obligation to indemnify will apply regardless of whether the

claim arises in tort, negligence, contract, warranty, strict liability, or otherwise, except to the extent any such liability arises solely out of the gross negligence or willful misconduct of Buyer, its employees or authorized representative.

11. **TERMINATION BY THE BUYER.** Buyer reserves the right to terminate all or any part of each PO without liability of Buyer to the Seller, in the event:

- a) Seller repudiates, breaches, or threatens to breach any of the terms of the PO including without limitation, Seller's warranties,
- b) Seller fails to perform or deliver Product as specified by Buyer,
- c) Seller fails to provide Buyer with adequate and reasonable assurances of Seller's ability to perform timely any of Seller's obligations under any PO, including without limitation, delivery of Product,
- d) Buyer terminates for breach of any other PO issued by Buyer to Seller in accordance with the terms of such PO,
- e) Seller attempts an assignment or transfer of any interest without prior written approval of Buyer,
- f) Seller fails to remedy the breach or violation listed above at 11 a-e within Thirty (30) days after receipt of written notice from Buyer, or
- g) Seller makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed, or otherwise admits of its inability to pay its debts as they mature, and Seller fails to remedy the breach or violation of this section 11g within Sixty (60) days after receipt of written notice from Buyer.

12. **ASSIGNMENT.** The Seller shall not assign, transfer or otherwise dispose of any rights or obligations to any third party without the prior written consent of Buyer. All rights and obligations shall inure to the benefit of and be binding on any permitted assignee or successor of each Party.

13. **COMPLIANCE WITH LAWS.** Seller agrees to comply with all federal, state, and local laws, executive orders, rules and regulations that may be applicable to Seller's performance of its obligations to under each PO. If requested, Seller shall so certify when and in such form as Buyer may require, including among other things, a certification that the items were produced in compliance with all applicable requirements of the Fair Labor Standards Act.

14. **PAYMENT.** Payment Terms are Net 45 for all invoices received by the buyer on or before the 15th of each month and is subject to the 10-day review period provided by S763 N.J.S.A. 40:14B-14. These invoices will be promptly processed for payment for that same month after the 10-day veto process. Before any payment is made by the Buyer, the Seller must submit to the Buyer a copy of their New Jersey Business Registration Certificate (P.L. 2004, c57).

15. **CONFIDENTIALITY.** Any specifications, samples, designs, formulations, trade secrets, patents, financial data, or other information that Buyer identifies as or otherwise deems confidential ("Buyers Confidential Information") and discloses to the Seller in connection with the PO shall remain the exclusive property of the Buyer and shall, along with any information derived from the same, be kept confidential by the Seller and its employees and agents and shall not, without Buyer's prior written consent, be disclosed to any third party or used except for purposes of the PO. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Seller can demonstrate by written record that it was previously known by the Seller, became generally available to the public through no fault of the Seller, was disclosed to the Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process.

The Buyer and Seller agree that the covenant of confidentiality and nondisclosure set forth above shall survive termination of this Agreement and shall remain in effect for so long as the Buyers Confidential Information remains confidential. The Parties agree that this covenant shall supersede any contrary duration term set forth in any previously executed Confidentiality Disclosure Agreement.

16. **REMEDIES.** In the event Seller fails to perform in accordance with the PO ("Breach"), without limiting the generality of the foregoing, should any Product fail to conform to the warranties, or should Seller or any Product provided by Seller fail to meet any of the conditions or specifications set forth, and without prejudice to any other rights or remedies it may have under applicable law or in equity, Buyer shall have the right, after any applicable cure period, to recover from the Seller any and all mitigated losses and reasonable additional expenses incurred by Buyer arising from Seller's Breach, and at Buyer's option:

- a) require the Seller promptly cure such Breach with conforming delivery at no additional charge or expense to Buyer and/or,
- b) reject any non-conforming Product, cancel any and all outstanding deliveries, cover by purchasing replacement Product from one or more other suppliers.

17. **INSURANCE.** The Seller agrees to maintain insurance covering the Product and its performance under the PO in compliance with applicable legal requirements and including but not limited to: a) Comprehensive commercial general liability (including products liability completed operations and third party liability coverage) for not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. b) Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) per accident and including liability arising out of the ownership, maintenance or use of any auto, auto non-ownership and hired car coverage, and uninsured/underinsured motorist coverage at a limit no less than the minimum statutory limits. c) Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including "other states" coverage; and employers liability insurance or its equivalent with minimum limits of \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit for bodily injury by disease d) Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of \$1,000,000 per occurrence; \$1,000,000 aggregate for other than products/completed operations and auto liability; \$1,000,000 products/completed operations aggregate.

18. **FORCE MAJURE.** Seller's failure to deliver Product as provided in the PO by reason of any of the following and such event shall not constitute an event of default or breach of any Terms: strikes, picket lines, boycott efforts, fires, floods, freeze, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including without limitation any agency or department of the United States of America or any other country), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes which are reasonably beyond the control of the defaulting Party. Seller shall promptly notify the Buyer of any such delay and its cause. Provided that if any such cause that continues for more than Thirty (30) days the Buyer may at its own option cancel this PO and all its obligations to Seller.
19. **GOVERNING LAW AND JURISDICTION.** The formation and performance of the contract shall be governed by the laws of the State of New Jersey without regard to any applicable conflict of law provisions. Seller consents to the exclusive jurisdiction of any appropriate court of competent jurisdiction in New Jersey, for any legal or equitable action or proceeding.
20. **PREFERENCE FOR DOMESTIC PRODUCTS.** Only manufactured products of the United States, wherever available, shall be used in connection with this order/contract, pursuant to 40A:11-18 of the Revised Statutes of the State of NJ.
21. **MISCELLANEOUS.**
- a) Failure of Buyer to insist upon performance of any provisions of these Terms or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.
 - b) Any enforceable term, provision, undertaking or restriction contained in these Terms are held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions will remain in full force and effect and will in no way be affected, impaired or invalidated.
 - c) Any notice or request required or permitted to be given in connection with these Terms shall be sent by mail, prepaid, return receipt requested, by fax, with receipt confirmed, or by express delivery service to the address set forth on the PO or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been sent by fax, received by mail, or by express delivery service.
 - d) Section headings are for convenience only and are not to be construed as part of this Agreement.