

MUNICIPALITY OF PRINCETON

END USER AGREEMENT IN CONNECTION WITH PURCHASE OF:

ONE (1) GLOBAL SWEEPING 4-WHEEL MECHANICAL SWEEPER (MODEL M4)

THIS AGREEMENT (also "contract"), made the ____ day of October, 2016, by and
between

THE MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New
Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey, 08540,

("MUNICIPALITY")

and

GLOBAL ENVIRONMENTAL PRODUCTS, INC., a corporation of the State of
California, with offices at 5405 Industrial Parkway, San Bernardino, California, 92407

("CONTRACTOR").

In connection with CONTRACTOR's Proposal, and the MUNICIPALITY's notice of award dated _____, 2016, the MUNICIPALITY and CONTRACTOR hereby agree as follows:

1. Scope of Work

CONTRACTOR hereby agrees to furnish the goods and services specified in the CONTRACTOR'S Proposal, which shall include the provision of one (1) Global Sweeping 4-wheel mechanical sweeper (Model M4) with a center-forward cab, rear dump, Cummins diesel engine, 5.6 cubic-yard hopper, 250-gallon water tank and related accessories based on the prices set forth in the CONTRACTOR'S "Contract Pricing Worksheet" dated April 27, 2016 (Exhibit A).

CONTRACTOR'S Proposal, and the provision of its goods and services provided pursuant thereto, are (and shall at all times) be consistent with the terms of the "Contract Between Houston-Galveston Area Council Houston, Texas and Global Environmental Products, Inc. San Bernardino, California," effective from April 1, 2016 to March 31, 2018 ("H-GAC Agreement").

2. Contract Sum and Payment

A. Based upon the unit prices set forth in Exhibit A, the amount of the contract, subject to any adjustments made in accordance with the

Contract Documents, is two hundred fifty-three thousand one-hundred fifty-four and seventy cents (\$253,154.70).

- B. In accordance with the H-GAC Agreement, the MUNICIPALITY agrees to pay CONTRACTOR upon receipt and acceptance of the Global Sweeping mechanical sweeper identified in Section 1 above. The MUNICIPALITY shall pay CONTRACTOR within thirty (30) days of receipt of CONTRACTOR'S properly executed and audited invoice and municipal voucher.

3. Time of Completion

- A. The goods and services to be provided under this contract shall be commenced and completed as set forth in the Notice of Award and/or Notice to Proceed to be provided by the MUNICIPALITY. In accordance with CONTRACTOR'S Proposal, the equipment shall be delivered within _____ months of CONTRACTOR'S receipt of MUNICIPALITY'S purchase order.
- B. The failure to provide the goods and services within the number of calendar days set forth in the Notice of Award and/or Notice to Proceed and herein, including any extension granted thereto as determined by the MUNICIPALITY, shall entitle the MUNICIPALITY to liquidated damages in the amount of five hundred dollars per day (\$500.00/day).

4. Buy American

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this contract, pursuant to N.J.S.A. 40A:11-18.

5. Indemnification and Hold Harmless

CONTRACTOR shall hold harmless, indemnify and defend the MUNICIPALITY and its consultants, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses (including but not limited to attorney's fees) directly or indirectly arising out of the negligence or fault of the CONTRACTOR or its officers, agents, servants or employees and/or any other person or persons relating to, or in connection with the performance or nonperformance of the work required by the Contract Documents, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent, except to the extent caused by the negligence or fault of the MUNICIPALITY. CONTRACTOR's indemnification obligations shall not be limited by the amounts of insurance required to be carried by CONTRACTOR under this contract.

6. Contract Documents

The Contract Documents as defined herein are incorporated into this Agreement and made a part hereof by reference. The Contract Documents shall include this Agreement and all exhibits (A through B, inclusive) attached hereto, along with the following:

- “Contract Between Houston-Galveston Area Council Houston, Texas and Global Environmental Products, Inc. San Bernardino, California,” effective from April 1, 2016 to March 31, 2018.
- CONTRACTOR’S Pay to Play Forms (Affidavit Required in Connection with the Execution of Certain Contracts, Campaign Contributions Disclosure Statement and Campaign Contributions Affidavit), Non-Collusion Affidavit, Stockholder Disclosure Certification and Certification of Investment Activities in Iran.

7. Affirmative Action Regulations

CONTRACTOR specifically agrees to comply with the affirmative action requirements set forth in the attached Exhibit B, which requirements are incorporated herein and made a part hereof as if fully restated.

8. Business Registration and Sales and Use Tax Requirements

P.L. 2004, c.57, as amended by P.L. 2009, c.315 (N.J.S.A. 52:32-44) requires CONTRACTOR to provide the Municipality with its business registration of prior to the time a contract is awarded. In addition:

- A. A subcontractor named in the proposal shall provide a copy of its business registration to CONTRACTOR who shall provide it to the MUNICIPALITY as required above. No contract with a subcontractor shall be entered into by any contractor under any contract with the MUNICIPALITY unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
- B. The MUNICIPALITY will retain the proof of business registration in the file where documents relating to the contract are maintained.
- C. CONTRACTOR shall maintain and submit to the MUNICIPALITY a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the contract.
- D. For the term of this contract, CONTRACTOR and each of its affiliates shall 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 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

In the event CONTRACTOR subcontracts any of its work, said CONTRACTOR shall include within its subcontracts the requirement that, for the term of this contract, the subcontractor and each of its affiliates shall 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 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

9. Pay to Play Compliance; Political Contributions

- A. CONTRACTOR certifies that said CONTRACTOR (including persons and other business entities having an interest in CONTRACTOR as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$300.00), in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19 affect its eligibility to perform the contract , nor will it make a reportable contribution during the term of this contract to any municipal committee of a political party if a member of that political party is serving in an elective public office for Princeton when the contract is awarded, or to any candidate committee of any person serving in an elective public office for Princeton when the contract is awarded.
- B. CONTRACTOR is advised of the 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) if CONTRACTOR receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONTRACTOR’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

10. Document Retention – State Comptroller

CONTRACTOR shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

11. Assignment

This contract shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the MUNICIPALITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Liz Lempert, Mayor

ATTEST:

GLOBAL ENVIRONMENTAL
PRODUCTS, INC.

By: _____

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