

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID PACKAGE FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID PACKAGE BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER PROVIDED BELOW FOR RECORD KEEPING PURPOSES. WE REQUEST THAT THE BIDDER COMPLETE THIS FORM AND RETURN TO US EVEN WHEN BIDDER IS DOWNLOADING THE BID PACKAGE. THIS IS THE ONLY NOTICE OR REQUEST FOR BIDS THAT BIDDERS FOR THE FOLLOWING GOODS/SERVICES WILL RECEIVE.

**NEW JERSEY TURNPIKE AUTHORITY
PURCHASING DIVISION**

P.O. Box 5042
Woodbridge, New Jersey 07095-5042
or
New Jersey Turnpike Authority Administrative Offices
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300
Fax - 732-750-5399

REQUEST FOR BID

TITLE: **SOLAR POWER PURCHASE AGREEMENT**

BID NO: **RM-96000**

DUE DATE: **1-30-13**

TIME: **11:00 AM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO

BIDDER HAS DOWNLOADED THE BID PACKAGE FROM THE AUTHORITY WEBSITE.

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TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO.

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER TYPE OF ENTITY (SPECIFY): _____

BIDDER GUIDELINES/CHECKLIST

PURSUANT TO N.J.S.A. 27:23-6.1 AND N.J.A.C. 19:9-2.1 et seq., BIDS WHICH FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. Bids must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephonic or facsimile Bids will not be accepted. A self-addressed envelope should be attached to the Bid.
2. Bids must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bid prices must be submitted for the entire term of the agreement.
3. All Bid prices must be typed or written in ink and clearly include the specific or applicable unit of measurement. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by Bidder.
5. **Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable: SEE PAGE 5.**
6. See the Authority's Instructions to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as REQUIRED FORMS that must be included with the Bid or the Bid will be rejected. (SEE ATTACHED)

Have you included the following documents?

- (a) State of New Jersey Division of Revenue Business Registration Certificate(s)
 - (b) Certification of Registration with the Secretary of State (only if a foreign/non-NJ corporation)
 - (c) Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
 - (d) Public Works Contractor Registration Certificate(s) (See Page 67)
 - (e) Affirmative Action Information Sheet with Certificate or Form AA302
 - (f) Signed Mandatory Equal Employment Opportunity Language
 - (g) SBE/WBE/MBE Certificates and Form
 - (h) Vendor Disclosure Form (EO129 - Location of Services)
 - (i) Notice of Set-Off for State Tax (P.L. 1999, c.159)
 - (j) Automobile Waiver
 - (k) Insurance Requirement (See Subsection 2.26)
7. **This Request for Bids requires the following Mandatory Documents or the Bid will be rejected:**
- Bid Bond and/or Letter of Surety, Cashier's Check Requirement
Stockholder/Partnership/Ownership Disclosure Statement.
Statement of Qualifications (Appendix D)**
8. Bidder must sign the Bid submission.
 9. Restoration Bond Requirement (See Subsection 2.25)

REQUEST FOR BIDS

Sealed Bids for **RM-96000** will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey, as stated on the cover page at which time and place said Bids will be publicly opened and read. Bidders mailing Bids should allow for sufficient mail delivery time to ensure the Authority's timely receipt of the Bids. Please be advised that using overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not received by the required date and time.

INTENTION

It is the intention of New Jersey Turnpike Authority (the "Authority" or "NJTA") to solicit bids for a **PURCHASE OF SOLAR POWER** also known as solar photovoltaic power purchase agreement ("PPA"), as is more fully described in this Request for Bids ("RFB"). The RFB seeks qualified vendors to submit bids to enter into a PPA for the sale of solar photovoltaic ("PV") electricity to NJTA. As more completely described in Section 2 herein (the "Project Specifications"), the PPA will require the successful bidder to construct, operate, and maintain solar PV systems (the "PV Systems") including, but not limited to, solar parking canopies, to be installed at two (2) Authority locations for the purpose of providing electricity service to two (2) buildings owned by the Authority. Construction of the PV Systems shall be in accordance with design plans prepared and provided by the Authority and its Consultants, and the costs for construction shall be borne solely by the successful bidder. The successful bidder will enter into a PPA with the Authority for a term of fifteen (15) years, with a potential 3 year extension upon mutual agreement. The form of PPA is attached to this RFB as Appendix C.

Bidders must meet the minimum qualifications as set forth in Section 1.3 herein and list. Bidders may choose to join and/or partner with each other to submit a single bid. All entities involved in such joint venture or partnership should be clearly listed on the bid proposal, and each entity should submit the forms required in the Authority's Instructions to Bidders as if the bid was being submitted by each entity singly.

BID SHEET INSTRUCTIONS

Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, the "Bid Documents"). Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Procurement in writing for any interpretation or correction of any apparent ambiguity, inconsistency, or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Procurement and may be submitted by Fax to 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Procurement as an Addendum and faxed to the bidders who have submitted a request for a bid packet. The Addendum will also be listed on the Authority website.

Upon the issuance of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Inquiries and requests for interpretation or correction shall be considered only if received by the Authority at least 5 business days prior to the bid opening date.** Only written interpretations or corrections issued by the Director of Procurement by Addendum shall be binding.

The submission of a bid is conclusive evidence that bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If bidder, prior to submitting its bid, fails to notify the Director of Procurement of the existence of an ambiguity or inconsistency in the Bid Documents, a bid conclusively will be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by Bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. Bidders shall not attach conditions, limitations, or provisos to their Bid, except in cases where "Exceptions" are permitted.

Bidders must supply a price for every item listed. Bids which do not include prices for all listed items may be rejected. The Bid will be awarded to the vendor who supplies the lowest total cost for ALL items as listed in the Bid.

Bidders must quote only one price per line item. If Bidder quotes multiple prices per line item, then the Bid may be rejected.

Mandatory Pre-Bid Meeting and Site Visit

A **Mandatory** pre-bid conference will be held at the NJTA Garden State Parkway Maintenance District 4 in Holmdel, New Jersey at Milepost 116 of the Garden State Parkway on **MONDAY JANUARY 7, 2013 AT 10:00 AM.** A guided inspection/site-tour of the areas where the PV Systems are to be constructed and installed will be conducted immediately after the pre-bid conference. Attendance at the pre-bid conference and site inspection is mandatory, and bids will not be accepted from Bidders who do/did not attend the pre-bid conference and site tour.

Please contact John J. Parmigiani at 732-750-5300 x 8632 by 3:00 PM FRIDAY JANUARY 4, 2013 if you will be attending the pre-bid conference and inspection and site tour.

Any award will be made in accordance with the terms set forth in the RFB.

REQUEST FOR BIDS
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SECTION 1
INTRODUCTION AND PROJECT OVERVIEW

1.1 Introduction

In order to reduce the Authority’s annual electricity costs and to reduce carbon emissions, the NJTA has decided to implement a solar photovoltaic energy savings program ("NJTA Energy Savings Program"). As part of the NJTA Energy Savings Program, the Authority intends to enter into a solar photovoltaic ("PV") power purchase agreement ("PPA" or "Agreement") with a qualified vendor for a term of fifteen (15) years. The PPA will require the Successful Bidder (sometimes referred to as the "PPA Provider" or, as in the PPA, the "Seller"), based on the requirements of this RFB, to construct, own, operate, and maintain two (2) PV Systems to be installed on the Authority’s property (the "Premises") for the purposes of providing electricity service to two (2) buildings and facilities at the Premises.

¹ Construction of the PV Systems shall be in accordance with design plans provided by the Authority, unless design plans proposed by Bidder are deemed an approved equivalent by the Authority. The PV System materials, and the construction and installation of the PV Systems, shall be at Bidder’s sole cost.

An additional goal of this project is to develop a full scale, commercial demonstration project that can be used as a model for future PV Systems at other NJTA Facilities including, but not limited to, service areas and other commuter parking lots.

This RFB seeks a qualified bidder to submit bids to enter into a PPA for the sale and delivery of electricity to the NJTA at the following locations (hereafter referred to as "Solar PV Sites"):

<u>Solar PV Sites</u>	<u>Site Designation²</u>	<u>System Size</u>
Garden State Parkway Maintenance District 4	SEF-1	616 KW
Holmdel State Police Barracks	SEF-2	616 KW

Appendix A, attached hereto, constitutes the project plans for the installation of the PV Systems to serve the buildings and facilities at sites SEF-1 and SEF-2. (See Hyperlink on page 31.)

For the purposes of this RFB, the term "*PV System*" refers to *all of the solar PV facilities* to be installed on the Premises at the Solar PV Sites referred to above.

1. The requirements of the PPA are sometimes referred to herein as "Project Services" and the work associated with this RFB is sometimes referred to as the "Project."

2. The individual Solar PV Sites are sometimes referred to by the numerical site designation Solar Energy Facility ("SEF-1 and SEF-2") referenced above. For example, Garden State Parkway Maintenance District ("GSP MD4") may be referred to as SEF-1.

The solar PV facilities to be installed at the Solar PV Sites are sometimes referred to individually as "*Component Parts*" of the PV System.

The form of the PPA is attached hereto as Appendix C. Any proposed modifications to the Agreement must be identified and submitted with the Bidder's Bid; otherwise the submission of Bidder's Bid shall constitute an acceptance of the form of PPA attached hereto and will preclude subsequent negotiation of the PPA.

1.2 Bid Terms/Per kWh Charges.

Bidders shall submit on the attached Electricity Pricing Worksheet an aggregate, annual per kilowatt hour price for the sale of electricity to the NJTA on a per kilowatt hour ("kWh") basis for the two (2) Solar PV Sites ((SEF-1 and SEF-2) (i.e., the Component Parts)) referred to above based on the Component Parts system sizes identified herein (together, approximately 1.23 MWs DC).

During the term of the PPA, the Successful Bidder will retain ownership of the PV Systems and will retain all of the environmental attributes including the Solar Renewable Energy Certificates ("SRECs") generated by the PV Systems. The PPA requires the Successful Bidder to guarantee throughout the PPA term the delivery of an annual minimum output of electricity based on the PV Systems' design capacity less allowable degradation. See Section 2.15 below for allowable degradation.

1.3 Minimum Qualifications of the PPA Provider.

In order to Bid, Bidders must meet the following minimum requirements which are in addition to the required qualifications set forth elsewhere in the RFB. Bidders and/or its project team members shall submit with their Bids evidence of qualifications based on the following minimum criteria:

- Bidders must be prequalified under New Jersey Department of the Treasury, Division of Property Management & Construction Classifications C035 Solar Energy Systems and C047 Electrical, over \$5,000,000 prior to receipt of bids.
- Successful experience in no fewer than three (3) comparable Component Part solar installations over 500 KW each and a minimum of 5 MW total experience. A list of such jobs, job locations, and job reference information (contact name and phone number).
- Bidders or their project team members shall have a minimum of three (3) years of experience in the implementation, construction, operation, and maintenance of comparable sized solar PV facilities and shall include a reference list containing names and phone numbers that document such experience. Maintenance experience shall include a fully staffed and equipped maintenance and repair operation with the ability to provide emergency restoration service within 24-hours.

- Proof of financing pre-approval for the Bidder's estimated cost of construction, but in an amount not less than \$5,000,000, providing reasonable assurance that Bidder has the financial wherewithal to complete the Project.
- Documentation demonstrating that Bidder meets the aforementioned minimum qualifications shall be included with the Bid. See Appendix D.

1.4 Base Bid. Bidders are required to submit a Base Bid. There are no alternate bids in this RFB.

Bidders must submit a Base Bid for an annual aggregate per kWh price to provide electricity to the two (2) sites (SEF-1 and SEF-2). Bidders are required to complete the Electricity Pricing Worksheet attached hereto. (See page 30)

Under the Base Bid, Bidders are required to submit a bid for a PPA with a term of fifteen (15) years. At the conclusion of the fifteen (15) year term, provided the PV Systems have been maintained in accordance with industry and Authority standards, are in good working condition, and both parties agree, the PPA may be extended by written agreement for up to three (3) additional years ("Extended PPA"). The terms of the extension shall be the same terms as in the original PPA except that the per kilowatt hour price during the extension period shall be fixed and shall equal the price in the final year of the original 15 year term.

1.5 Expiration of 15 Year PPA Term – Removal or Retention of the PV Systems.

No later than one hundred twenty (120) days before the expiration of the 15 year PPA term, the Authority shall elect in writing whether to retain all or part of the PV Systems or to require the Successful Bidder to remove part or all of the PV Systems at the Successful Bidder's own cost and expense. Regardless of its election, the Authority shall not be required to pay the Successful Bidder for any parts of the PV Systems that it retains or to pay for the removal of any or all of the PV Systems. As to any or all of the PV Systems removed, the Successful Bidder shall restore the Premises to their original condition immediately prior to the expiration of the PPA, less wear and tear, at the Successful Bidder's cost and expense. The removal and restoration, as applicable, shall be completed no later than the ninetieth (90th) day following the last day of the fifteen (15) year PPA term.

In the event that the Authority fails to make an election as aforesaid, then the Authority shall be deemed to have elected to have the PV Systems removed in their entirety.

In the event the PPA is extended in writing beyond the fifteen (15) year term, then the Authority shall make its election in writing no later than one hundred twenty (120) days before the expiration of the Extended PPA. (See Section 2.4)

SECTION 2
PROJECT SPECIFICATIONS

2.1 General Requirements.

The Successful Bidder shall be responsible for all permits, labor, materials, equipment, tools, construction, services, and commissioning to install, operate and maintain parking canopy PV Systems for the Authority as specified herein and to achieve fully operational and functional solar energy PV generation systems and guaranteed energy performance savings to the Authority unless the Project Plans and Specifications specifically and expressly provide otherwise. The Successful Bidder shall also be responsible for any additional design or engineering services necessary to install, operate, and maintain the PV system in accordance with the approved, released final design plans provided by the Authority, or the approved equivalent plans supplied by the Successful Bidder.

The Successful Bidder will sell, and the Authority will buy, all of the electricity produced by the PV Systems. The Authority will purchase the electricity based on the requirements of this RFB and in the PPA attached hereto as Appendix C. The Successful Bidder will retain ownership of the PV Systems throughout the duration of the PPA and any Extended PPA.

2.2 Solar PV Sites.

The Successful Bidder will be required to deliver turnkey PV Systems consisting of canopy-mounted PV Systems to be constructed for the purpose of supplying electricity at the following Solar PV Sites on the Premises:

<u>Site Description</u>	<u>Site Designation</u>	<u>System Size</u>
GSP MD4	SEF-1	616 KW
Holmdel State Police Barracks	SEF-2	616 KW

Appendix A depicts the areas where the Component Parts will be installed.

It is estimated that the total size of the solar project will be 1.23 MWs (DC).

2.3 Environmental Attributes - SRECs.

The Authority will assign, give, and/or grant to the Successful Bidder during the term of the PPA any and all of the Authority's Solar Renewable Energy Certificates ("SRECs") applicable to the Project at the Premises. The Authority assumes that the Successful Bidder will take advantage of all applicable incentives and applicable performance-based incentives such as rebates, tax incentives, governmental and non-governmental cost offsetting programs, SRECs, and any other environmental attributes available to reduce the installation and operational costs of the PV Systems, and the cost of the electricity to

be purchased by the Authority.

2.4 Contract Term.

The Successful Bidder shall enter into a fifteen (15) year PPA, in the form attached hereto (Appendix C), with the Authority within thirty (30) days of the Bid award. The effective date of the PPA shall be the date on which the PPA is executed by and delivered to both parties.

The PPA term shall commence on the date of the commercial operation of the last installed Component Part of the PV system and shall expire on the fifteen (15) year anniversary date of the Commercial Operation Date (as defined in paragraph 2.9 hereafter) of the last installed Component Part, unless otherwise extended in writing. Commercial operation of a Component Part can only commence after all inspections, including inspections by the local utility and the New Jersey Board of Public Utilities, Office of Clean Energy, have been completed and the PV Systems are deemed to have met all inspection requirements, operational requirements, and are found to be eligible to participate in the Solar Renewable Energy Credit program. Test energy may be produced, delivered, and sold to the Authority prior to the Commercial Operation Date of the last installed Component Part.

2.5 System Design and Capacity. The estimated system design output for each Component Part is detailed in Section 2.2 above and in Appendix E.

Bidders should note that engineering plans (Appendix A) and technical specifications (Appendix E) are required for bidding purposes and reflect the minimum acceptable standards. Bidders may optimize, substitute, or re-configure the PV Systems based on equipment selected, subject to approval of the proposed equivalents by the Authority in its sole discretion. Bids shall include drawings, array layouts, and manufacturer information for each system Component Part being optimized or substituted. All substitutions or equivalents must meet or exceed the minimum acceptable standards. Bids shall comply with the specifications set forth herein and Appendix E of this RFB. All construction plans and specifications for the work performed pursuant to this RFB must be approved by the Authority's Chief Engineer, the Director of Maintenance and the Director of Operations. All construction must be in accordance with the Authority's Standard Specifications (2004) as amended and supplemented from time to time.

Bidders shall identify the proposed system design for each Component Part being optimized or substituted. Such Bids must clearly set forth expected annual PV System output (kWh/yr) for each Component Part. Bidders should include any other information that will help the Authority understand the proposed PV System, along with its features and benefits.

The PV Systems shall be designed and constructed in accordance with the project plans and technical specifications as set forth in this RFB, all applicable regulations, codes and standards. Bidders are expected to be familiar with and knowledgeable about all applicable regulations, codes, and standards. To the extent that any Bidder seeks approval of any approved equivalent to the design and engineering plan provided by the Authority, the Bidder must provide a certification that its proposed

PV System design is in accordance with all applicable regulations, codes, and standards.

2.6 Department of Community Affairs - Initial Plan Review

The Authority initiated an initial plan review by the New Jersey Department of Community Affairs (“DCA”) for the design and engineering plans prepared for the Authority’s PV Systems as contemplated by this RFB. The Authority shall only be responsible for the initial submission to the DCA and for all fees and costs associated with the initial plan review and release and/or conditional release by DCA. The DCA approved the electrical design in 2012 and granted conditional approval of the proposed footings and foundations pending its review of data and documentation to be submitted by the Successful Bidder. The applicable State Buildings Project Transmittal Letter issued by DCA on July 11, 2012 (as to structure and foundation) is attached hereto as Appendix F.

The cost of the review required in the referenced letter (Appendix F) from DCA shall be at the Authority’s expense, except as described below.

Any design changes to previously released plans or specifications resulting from the Successful Bidder substitutions and/or optimization that require re-submittal to DCA shall be submitted through the Authority’s agent, (PS&S) at Bidder’s sole cost and at no cost to the Authority. The Successful Bidder shall pay PS&S’s fees directly to PS&S. This provision shall apply to all fees assessed by governing agencies having jurisdiction including, but not limited to, DCA.

2.7 Other Governmental Approvals.

With the exception of the initial plan review by DCA referred to in Section 2.6 above, the Successful Bidder shall be responsible for (a) obtaining all permits and interconnect applications, (b) developing and providing all submittals, (c) arranging for all inspections, and (d) paying all expenses and fees associated with these activities that are required by any applicable regulatory body, agency, or authority including, but not limited to, DCA, municipal and county construction and code officials, the New Jersey Board of Public Utilities (“NJBPU”), the local electric distribution utility, and any other authorities having jurisdiction.

The scope of this RFB includes all work necessary to install complete PV Systems qualified and accepted by the NJBPU Office of Clean Energy (OCE) including, but not limited to, total project financing, permits, materials, labor, equipment, utility interconnection and commissioning for each area and facility identified.

2.8 Interconnection

The PV Systems shall be electric utility grid connected, following the local electric utility's required design and installation standards for interconnection and net metering. Such interconnection to the electric utility grid and net metering shall comply with all applicable regulations, including NJBPU's regulations. The Successful Bidder shall: (a) manage the applications for all necessary approvals from the local electric distribution utility, including the submission of applications for interconnection of the PV System with the local electric distribution utility, (b) ensure that the PV Systems are approved to participate in the State's and local electric utility's net metering program, (c) be responsible for all costs associated with the electrical interconnection of each site to the local electric distribution utility's system and net metering, and (d) ensure familiarity with and knowledge of the local utility's interconnection requirements.

2.9 PV System Construction Schedule. Bidders shall submit a detailed proposed construction schedule for completion of the Project, beginning on the day that formal authorization to proceed is provided by the Authority, and ending on the day that the PV Systems (i.e., all of the Component Parts) are deemed complete and operational by NJBPU ("Commercial Operation Date"). Bidders' proposed construction schedule shall conform to the project phasing and PNC Arts Center summer schedule restrictions as noted in the plans and, at a minimum, shall include milestones for:

- a. Completion of final design schematics, if necessary;
- b. Required approvals and permits;
- c. Delivery of materials;
- d. Beginning of installation;
- e. Completion of installation;
- f. Interconnection with local electric distribution utility and net metering;
- g. Beginning of start-up and testing;
- h. Completion of start-up and testing
- i. Systems inspections by NJBPU OCE and the electric distribution company;
- j. Conducting on-site training;
- k. Delivery of required manuals and documentation; and
- l. Systems operation and Component Part(s) placed into service (i.e., "Commercial Operation Date").

Bidders are required to complete all underground work in and or around the parking lot, including but not limited to foundations and utilities after commencement of contract.

This milestone is critical to the Authority's intent to pave and stripe the Arts Center Parking Lot prior to the Summer 2013 Season. Final paving and striping shall be at the Authority's expense. Temporary paving and striping shall be at the bidder's expense

Bidders are required to complete construction and to achieve Commercial Operation of all of the Component Parts after commencement of contract.

"Commercial Operation" shall mean that the PV Systems have passed all State and local inspections, including inspections by the New Jersey Board of Public Utilities, and have received certifications required for the PV Systems to generate electricity at their system design capacity and to fully participate in Office of Clean Energy's net-metering and SREC programs.

2.10 Removal of System and Restoration of Property. If the Authority elects not to acquire the PV Systems or Component Parts at the end of the PPA term or Extended PPA, then the Successful Bidder shall remove any or all parts of the PV Systems including, but not limited to, the solar panels, canopies, mounting structures, and other components from the Premises and shall restore the Premises to their condition immediately prior to the PPA less reasonable wear and tear no later than the ninetieth (90th) day following the last day of the PPA. **For this purpose, the Successful Bidder is required to provide the Authority with a Restoration Bond which it shall maintain throughout the PPA and/or Extended PPA term. (See Sub-Section 2.25)**

2.11 Component Part Relocation. If, during the PPA term, the Authority determines that the Authority requires the use of all or a portion of the Premises occupied by a Component Part, then the Authority may require the Successful Bidder to relocate the Component Part to another Authority property. In such event, the Authority shall reimburse the Successful Bidder for all reasonable costs incurred by the Successful Bidder to remove the Component Part, restore the Premises to their prior condition, and to reinstall the Component Part at another location (the "Relocation"). The Authority's obligation to purchase power during the relocation shall not be affected so that the Authority will compensate the Successful Bidder for the SREC revenue that the Successful Bidder would have generated had the relocation not occurred. The Successful Bidder shall provide the Authority with proper written documentation of the costs it incurred in connection with the Relocation within thirty (30) days of the incurrence of such costs.

2.12 Electricity Pricing Worksheet. The price that the Authority will pay for energy under the PPA must be presented as an amount per kilowatt hour ("kWh") on the attached Electricity Pricing Work Sheet. Bidders may bid electricity prices with an annual increase not to exceed 3% from year to year. Bid price increases may not occur more than once per year, as set forth on the Electricity Pricing Worksheet. **Bidders should not include an escalation provision that is based on an index or factor. After the PPA award, changes to prices that were not set forth fully at the time of the Bid will not be permitted or deemed binding upon the NJTA in any manner.**

In analyzing Bids, the Authority shall compare proposed kWh prices to the electricity cost that the Authority would otherwise pay to the local electric distribution utility during the PPA term, in accordance with Section 3.3 herein.

2.13 Minimum Acceptable Standards. The bids must meet or exceed the Authority's minimum acceptance standards including, but not limited to, the following:

- PV System size in KW (DC).
- Calculation to determine annual kWh (AC) production for each year, using PV Watts or similar industry accepted software. Bidders must provide an annual guaranteed kWh (AC) production for each PPA year, if different from Project Plans (Appendix A) and Technical Specifications, (Appendix E), or other technical information in the RFB.
- Optimized site-specific design drawings and plans if different from Project Plans (Appendix A) and Technical Specifications, (Appendix E), or other technical information in the RFB.
- Submittals of major system components, including manufacturer warranties for all major substitutions.
- Life-cycle analysis of system output and degradation.

2.14 Transfer of Ownership.

If the Authority elects to acquire ownership of the PV Systems or any portion thereof from the Successful Bidder in accordance with Section 1.5 above, then the Authority shall provide written notice of such election to the Successful Bidder for the Successful Bidder's receipt no later than one hundred twenty (120) days prior to the expiration of the PPA term. The consideration for the PV Systems shall be \$1.00. The Transfer shall be effectuated via (a) a bill of sale and (b) a duly adopted resolution authorizing the transfer from the Successful Bidder to the Authority, in form acceptable to the Authority. The transfer of ownership (the "Transfer") shall be effective on the last day of the PPA or Extended PPA term, as applicable. The Successful Bidder shall provide the Authority with proof that the PV Systems are free of liens as evidenced by (a) an affidavit from the Successful Bidder to such effect and (b) a "clear" UCC search dated or updated to the date of transfer. The Successful Bidder shall be required to pay off and clear any liens which may exist.

Upon the transfer of the PV Systems or Component Parts from the Successful Bidder to the Authority, (a) the remaining period on all third party warranties for the Component Parts shall be transferred from the Successful Bidder to the Authority; and (b) the Authority will acquire all rights and interests in renewable energy credits, or other environmental attribute benefits, that are generated by the Component Parts after the date of the transfer of the title. The Successful Bidder shall execute such documents as the Authority deems reasonably necessary to effectuate the Transfer. If the Authority is interested in exercising its option to assume ownership of the PV Systems or any portions thereof, then the Authority shall send a written notice exercising its election (identifying which Component Parts or PV Systems it wishes to own) to the Successful Bidder for its receipt no later than one hundred and twenty (120) days prior to the expiration date of the PPA or the Extended PPA.

2.15 Minimum Electricity Output Requirements.

Bidders must guarantee that the annual electricity output ("Minimum Electricity Output") for the PV Systems meet the minimum PV System design capacity less the allowable degradation set forth below. Refer to the table below for Minimum Electricity Output per site in each year of the PPA.

Minimum PV System Design Capacity 662,350 kWh AC (each) for Sites SEF-1 and SEF-2 System.

Year	Allowable Degradation from Minimum PV Design Capacity (%)	Minimum Electricity Output (KWh)
1	10	596,115
2	10	596,115
3	10	596,115
4	10	596,115
5	10	596,115
6	10	596,115
7	10	596,115
8	10	596,115
9	10	596,115
10	10	596,115
11	20	529,880
12	20	529,880
13	20	529,880
14	20	529,880
15	20	529,880

If the electricity demand is present and the Successful Bidder fails to meet the Minimum Electricity Output requirement during any of the Operational Years one through fifteen (1-15), for reasons other than the Authority's shading or obstruction of the PV System, a force majeure event, or the Authority's action which causes the Authority to not purchase power as required by the PPA, then the Successful Bidder will pay the Authority An amount equal to the Authority's "Reduced Savings" as calculated below. However, whether the Minimum Electricity Output requirement has been satisfied will be measured based on a three (3) year average as set forth in the form of the PPA attached hereto as Appendix C.

The formula for calculating Reduced Savings is as follows:

$$RS = (GME-AD) \times PD$$

where:

RS = Reduced Savings

GME = Guaranteed Minimum Electricity output in total annual kWh

AD = Annual Delivered electricity as measured in total annual kWh delivered by the PV System at the point of interconnection

PD = Price Difference Between Utility Price and PPA Price

$$PD = (AUP - CP)$$

AUP = Annual Average Utility Price which shall be based on the otherwise applicable tariff price in \$/kWh. This price is determined by dividing the total cost for delivered electricity paid to the electric distribution utility during the previous 12 month period by the total annual electricity delivered by the electric distribution utility.

CP is the contract price for the previous 12 month period in \$/kWh

If PD is zero or less, then no Reduced Savings payment is due to the NJTA.

2.16 Construction Delays. The Successful Bidder shall comply with the PV System Construction Schedule to be incorporated into the PPA. If the Commercial Operation for each Component Part does not occur on the required Commercial Operation Date for the final component part to be installed (for a reason other than a force majeure event), then the Successful Bidder shall pay to the Authority a "Daily Construction Delay Lost Savings" for each day after the required Commercial Operation Date until the date the Component Part achieves Commercial Operation. The Daily Construction Delay Lost Savings shall be calculated based as the difference between the kWh hour rate for electricity to be paid pursuant to this PPA and the "Utility Rate", as defined in the form of PPA attached as Appendix C, multiplied by 90% of the daily system design capacity output for each Component Part that has not achieved Commercial Operation on or before the required Commercial Operation Date. Payment shall be made within thirty (30) days of the Authority's written notice or demand.

2.17 Project Start and Construction Coordination. The Successful Bidder shall commence construction activity at the Solar PV Sites as soon after the issuance of the Notice to Proceed as required to comply with the specified Project Completion Date. The Successful Bidder shall schedule material deliveries to correspond with starting dates so that materials are on site on the required start date. The Successful Bidder shall schedule and coordinate all construction activities at the sites through the Authority's representatives to avoid, to the maximum extent possible, interference with the Authority's operations and to meet specified completion dates. The Successful Bidder shall not interfere with the Authority's operation of its roadways or facilities. If an interruption or shut-down will be required, the Successful Bidder shall schedule the interruption or shut-down in advance, after consultation and coordination with the Authority at a time acceptable to the Authority. In the event of a system shutdown, the Authority may require the Successful Bidder to provide back-up power. The Successful Bidder shall insure all equipment, materials, fittings, and similar items required are available before interrupting or shutting-down existing systems. The Successful Bidder shall notify all inspectors and representatives of utility companies, municipal officials, Authority representatives and similar parties by letter in advance of required changeovers, tie-ins, removals, and similar operations.

2.18 Hazardous Materials. If the Successful Bidder discovers hazardous materials during the inspection or construction of the PV System, then the Successful Bidder shall notify the Authority and cease further work until permitted by the Authority or other governmental authority having jurisdiction. In the event a delay is caused as a result of the discovery of hazardous materials, the Successful Bidder's schedule and completion date would be adjusted to reflect the delay attributable to the hazardous materials or munitions.

2.19 PV System Operation - Maintenance and Equipment Replacement

Throughout the PPA term, the Successful Bidder shall be fully responsible for all maintenance, repair services, cleaning, equipment replacements, and ongoing operation of the PV Systems including cleaning, maintaining, and replacing solar panels due to vandalism, damage, or excessive wear and tear. The solar panels and other visible facilities shall be cleaned regularly so as to maintain an aesthetically pleasing appearance and to avoid the appearance of deterioration or neglect. All operation and maintenance work shall be performed in a workmanlike manner and done in a manner that limits and avoids interference with the Authority's guests' and invitees' use of the Authority facilities (e.g., as a commuter parking lot and for commuter bus transportation). The Successful Bidder shall be responsible for regularly monitoring the performance of the PV Systems to ensure their proper operation, maintenance, and appearance.

2.20 Meter Requirements. The Successful Bidder will measure the actual amount of electricity delivered to the Authority by the PV Systems at the electrical interconnection point for each site where a Component Part has been installed. The meters shall be a commercially available revenue grade interval data recording meter(s) (the "Meters"). The Meters shall be installed and maintained at the Successful Bidder's expense and shall have standard industry capabilities.

2.21 Financing. Bids shall include a disclosure of estimated aggregate development and construction costs for the PV Systems. Bidders shall identify the sources(s) and amounts of funds/financing for the construction of the PV Systems and provide a written pre-approval letter or a loan commitment from an institutional or other lender. Sufficient financial information should be included to allow for the evaluation of the creditworthiness of the Bidder including the proposed project financing method. If the Bidder intends to use internally generated funds to construct the PV Systems, then the Bidder must submit adequate evidence of the existence and availability of such funds. Financial statements evidencing the availability of the funds and a statement from the Bidder that the funds are available should be submitted. If the Bidder intends to rely upon third-party financing to construct the PV System, then Bidder must provide evidence that it will be able to secure and obtain receive financing to construct the PV System in the amount of the Bidder's aggregate development and construction costs related thereto. (See Appendix D)

2.22 Security Interests in Systems. The Authority acknowledges that the Successful Bidder may finance the acquisition, construction, and installation of the PV Systems with one or more financial institutions and that the Successful Bidder's obligations may be secured by, among other collateral, a pledge or collateral assignment of the PPA and the Successful Bidder's rights to payment and a first security interest in the PV System.

The Authority understands that part of the collateral securing financial accommodations of the Successful Bidder *may* require the Successful Bidder to grant a first priority security interest ("Security Interest") in the PV Systems to lender(s) to be perfected by a filing(s) under the Uniform Commercial Code ("UCC"). The Authority consents to such filings so long as they reflect the Parties' agreement that any filing to perfect or provide notice of the security interest clearly documents the Parties' intent that the PV Systems are considered personal property only and is not considered a fixture to the NJTA's facilities. These filings by the Successful Bidder or lender(s) may include filing of a Financing Statement (FORM UCC-1) which clearly covers the PV Systems as personal property only and not as fixtures. The Successful Bidder, its successors or assigns shall retain title to and be the legal and beneficial owner of the PV Systems at all times and the PV Systems shall remain the personal property of the Successful Bidder, its successors or assigns, and shall not attach to or be deemed a part of the real estate or fixture to the sites. The PV Systems and the Component Parts thereof shall at all times retain the legal status of personal property as defined under Article 9 of the UCC.

The above-referenced filings under the UCC shall not create any interest in or lien upon the real property underlying the PV Systems and the Component Parts thereof or the interest of the Authority herein and shall expressly disclaim the creation of such an interest or a lien. The Successful Bidder shall provide a copy of any and all such UCC filings to the Authority within ten (10) days of granting a UCC interest to a secured party.

2.23 Taxes. The Successful Bidder shall be responsible for the payment of any and all taxes, assessments, and/or charges that may be lawfully levied upon any interest in the PV Systems including, but not limited to, any increase in the Authority's real estate taxes and assessments resulting from the improvements installed by the Successful Bidder on the premises. The Authority shall provide to Seller notice of any such taxes, assessments, and/or charges due in accordance with this Section and Seller shall provide payment of such within thirty (30) days of receipt of such notice alternatively, the Authority may offset the Authority's electricity bill by the amount of tax liability due from the Successful Bidder

2.25 Restoration Bond. The Successful Bidder agrees to provide a restoration bond from a surety authorized to do business in the State of New Jersey in an amount representing the estimated costs to be incurred in connection with removing the PV System and restoring the Premises to its prior condition in the event of a default by the Successful Bidder prior to the PV System's Commercial Operation. The required Restoration Bond amount is \$500,000.00. This amount represents the estimated cost of restoring the properties to their prior condition in the event of a default by the Successful Bidder during construction. The Restoration bond shall remain in place until Commercial Operation has been achieved for all of the Component Parts consisting of the PV System.

2.26 Insurance Requirements. The Successful Bidder must comply with the Insurance Requirements as set forth in the Instructions to Bidders (**\$5,000,000.00** instead of \$2,000,000.00) for Commercial General and Automobile Liability coverage's.

2.27 Construction Activities

2.27.1 Construction shall be overseen by a professional engineer, licensed in the State of New Jersey, who has experience with electrical and energy systems, and shall at all times and in all respects be subject to the inspection and approval of the Authority, as set forth in the Authority's Standard Specifications (2004) as amended and supplemented from time to time.

2.27.2 All trash shall be removed at the end of each shift and placed in dumpsters to be provided by Successful Bidder. All municipal solid waste shall be disposed of properly at a local, NJDEP-approved landfill. Wherever possible, materials shall be recycled in lieu of placing them in the trash.

2.27.3 The Authority will designate a staging area for the Successful Bidder's use during construction of the PV System. If the Successful Bidder requires the use of a construction trailer, the trailer shall be located at a location approved by the Authority. The Successful Bidder shall be responsible for all costs of the trailer and costs to connect it to the Authority's electrical system and for the costs of electricity service.

2.27.4 The Successful Bidder shall leave finished work, work area, and Premises in a neat and broom clean condition with no evidence of spillover, construction dust, and/or trash onto adjacent areas.

2.28 Warranty

The Successful Bidder must supply the Authority with all warranty information and documentation whether express or implied. The Successful Bidder shall adhere to all procedures, limitations, and cautions for the products in the manufacturer's current printed literature.

The Successful Bidder is responsible for the maintenance and operation of the PV System during the term of the PPA and, as such, shall be responsible for the equipment repair and replacement as needed to maintain the operation of the system.

The PV Modules warranty shall be covered by a power warranty that guarantees module power will be within 10% of original power for 10 years from the date of PV System acceptance and within 20% of original power for years 11 through 15 of the Agreement.

The inverter system will be provided with a standard 10 year warranty plus an extended 5 year warranty for a total of 15 years of coverage from product defects in material and workmanship.

2.29 Engineering Evaluation. If the Successful Bidder proposes a system which deviates from the specified design in this RFB, the bidder will be required to submit, with their bid, a detailed design of the system for review and approval. If an alternate design is accepted in order to update all documents accordingly, the Successful Bidder will work through the Authority's consultant (at no additional cost to the Authority) to update the drawings/specifications and obtain revised approvals, as necessary, from any authorities having jurisdiction. The successful bidder shall negotiate directly with the Authority's consultant. The PPA Provider shall guarantee and warranty any or all material and services under these specifications. Defective or inferior items shall be replaced at the expense of the PPA Provider.

2.30 Quality Assurance. The Successful Bidder shall store and condition the PV System equipment and materials in full compliance with the manufacturer's recommendations. The Successful Bidder shall be fully responsible for the security of materials throughout the Project.

The PV module manufacturer of any standard modules shall be a company specializing in the manufacture of PV modules and have at least four (4) years of documented experience with their hardware in commercial applications in the field. The PV module manufacturer of any custom modules shall supply documentation detailing

their products' field track record for review and approval.

2.31 Safety. The Successful Bidder shall provide a Health and Safety Plan prior to commencing construction activities. The Successful Bidder will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Responsibility to protect and prevent damage to property during removal, relocation or replacement actions rests solely with the Successful Bidder. The Successful Bidder shall restore to its original condition without extra costs to the Authority property that shall be damaged due to the acts or omissions of any employees, agents or subcontractors of the Successful Bidder. Such repairs shall meet the requirements of the Authority. The Successful Bidder must take proper care to protect all finished work by substantial covering until accepted by the Authority.

To ensure public safety, the PPA Provider's work must be performed as not to affect adjacent active areas, pedestrian and vehicular traffic, existing surfaces and equipment outside the construction area.

2.32 Post-Award Document Submissions. Following the award of the contract, the Successful Bidder must submit the following documents to the Authority:

2.32.1 Engineering Package. A final Engineering package based on the Successful Bidder's inverter arrangement, PV module wattage, string quantities and associated components shall be submitted to the Authority for review and approval. The submission package shall include the following:

- Final Site Plan (if necessary)
- Final Array Configuration
- Final Canopy Mounting System Drawing
- Final Single-Line Diagrams
- Final Interconnection Diagrams
- Final Installation Drawing -including mounting method and location of transformers, inverters, and other equipment.
- Equipment Cut sheets
- Project Schedules
- Equipment Staging Plan which shall include a crane lift plan
- Phasing Plan

- Detour Plan

2.32.2 Shop Drawings. Indicate fabrication details, dimensions, weights, loads, and required clearances, method of field assembly, components, and location and size of each field connection.

- Design calculations
- Wiring diagrams
- Location of conduit runs
- Mounting details for components, combiner boxes, disconnects, transformers, inverters, etc.

2.32.3 Field Test and Observation Reports. Indicate and interpret test results and inspection records relative to compliance with performance requirements.

2.32.4 Certified Summary of Performance Tests

2.32.5 Factory Test Reports

2.32.6 Procedures Manuals

- Health and Safety Plan
- Start-up Procedures
- Testing Procedures
- Commissioning Plan
- Operation and Maintenance

2.32.7 Procedures Manuals for commissioning, operating, disconnecting, servicing and maintaining complete system and individual components.

2.32.8 As-Built Plans for each PV system

SECTION 3
AWARD PROCESS

3.1 Opening of Bid Submissions.

All timely submitted bids responding to the RFB will be opened publicly and read aloud at the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey 07095-5042 at 11:00 AM on 1-30-13.

3.2 Review of Bid and Bidder.

3.2.1 Review of Bid. The Authority retains the right to reject all bids or any particular bid, including, without limitation, one that fails its review or that is in any way unbalanced, unreasonable, non-conforming, unqualified, incomplete, non-responsive, and otherwise irregular or contrary to the public interest.

3.2.2 Review of Bidder Qualifications. The Authority will conduct such investigation as it deems necessary within its sole discretion to assist in connection with the evaluation of any Bid. The Bidders shall provide to the Authority all the information requested for this purpose including all information requested in Appendix D. The Authority reserves the right to reject any bid if its investigation of the Bidders reveals that, in the opinion of the Authority, the bidder is not properly qualified to carry out the obligations of the contract and complete it as outlined herein.

The Authority has the right to request additional information from bidders relevant to their qualifications to perform services under this RFB.

3.2.3 Discretionary Waiver Rights. In connection with its evaluation of the bids, the Authority reserves all rights to waive informalities or non-material irregularities in a bid or to accept the bid which accords with its best interests, in its sole discretion.

3.3 Basis of Award.

- 3.3.1 In the event the Authority determines to make an award, it will award the contract(s) solicited in the RFB to the responsive **Bidder providing the lowest present value electricity cost for the first fifteen (15) years of the PPA based on the Electricity Pricing Worksheet.**
- 3.3.2 A primary objective of the Authority is to enter into an agreement that maximizes the economic benefits to the Authority, and one of the factors in determining if an award shall be made is whether the award will provide sufficient economic benefit to the Authority.

The Authority will evaluate the economic benefit of an award by comparing the total energy cost savings realized by the Authority over a fifteen (15)-year period based upon the per kWh rate bid for the fifteen (15) year PPA compared to the Authority's current Weighted Electricity Cost Average as provided in Appendix B, and adjusted by an annual escalation rate of 2.2% as set forth in BPU's guidelines. The electricity demand used to determine the annual electricity costs in each year of the PPA shall be the Total Estimated Annual Demand of 1,604,000 KWh as per Appendix B.

3.4 Rejection of Bid Submissions.

The Authority reserves its right to reject all bids and to not make an award pursuant to this RFB if the Authority determines that the award of the RFB is not in the Authority's best interest. This RFB does not obligate or otherwise commit the Authority to award the RFB and the Authority, in its sole discretion, will determine if the RFB will be awarded. Bids that are not submitted timely or do not conform to the material requirements of the RFB may be rejected without further review.

3.5 Non-Materiality Waiver.

In connection with its evaluation of the bids to determine the bid that is in the best interest of the Authority, the Authority, consistent with applicable law, reserves its rights to waive non-material, nonconforming provisions in any bid.

SIGNATURE PAGE

ADDENDA / INQUIRIES: COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addenda/Inquiries # _____ dated _____ is hereby acknowledged.

Receipt of Addenda/ Inquiries # _____ dated _____ is hereby acknowledged.

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

(All Addenda/Inquiries must be acknowledged as indicated above.)

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

OFFER/CERTIFICATION: The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Name of Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone #: _____ Fax #: _____

Date: _____

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-96000

PROPOSAL TITLE: SOLAR POWER PURCHASE AGREEMENT

If you do choose **not** to respond to this Bid package, please complete the form below and return it to the Authority at Purchasing Division, 581 Main Street, P.O. Box 5042, Woodbridge, New Jersey 07095:

Name of Company _____

Reason you did not respond (Check all that apply)

- Cannot supply product or service
- Cannot meet technical specifications
- Cannot meet delivery specifications
- Cannot meet legal requirements
(i.e. bid/performance/security/insurance, etc.)
- Cannot provide a competitive price at this time
- Interested in receiving specifications for informational purposes only.
- Insufficient lead time to respond
- Other:(please be specific)

Do you wish to remain on the Authority's mailing list?

Yes No

Additional comments: _____

Signed :(optional) _____

Company: _____

REQUEST FOR BIDS ELECTRICITY PRICING WORKSHEET

Base Bid. Complete the Table below setting forth a per kWh price proposal for the Solar PV Systems meeting the minimum requirements as set forth the RFB (consisting of all of the Component Parts) for the Base Bid. The per kWh price below shall apply to both Solar PV Sites included in the PV Systems, as set forth in Section 2.2 of the RFB.

Column	A	B	C	D	E
Year	Electricity Price (\$/kWh)	Estimated Annual Demand (KWh) for BOTH SITES	Annual Price (\$) A x B	Present Value Multiplier	Present Value Price (\$) C x D
1		1,604,000		1	\$
2		1,604,000		0.9785	\$
3		1,604,000		0.9574	\$
4		1,604,000		0.9368	\$
5		1,604,000		0.9166	\$
6		1,604,000		0.8969	\$
7		1,604,000		0.8776	\$
8		1,604,000		0.8587	\$
9		1,604,000		0.8402	\$
10		1,604,000		0.8221	\$
11		1,604,000		0.8044	\$
12		1,604,000		0.7871	\$
13		1,604,000		0.7702	\$
14		1,604,000		0.7536	\$
15		1,604,000		0.7374	\$

Total Present Value Price \$ _____

- Notes: 1. Provide electricity price to 4 decimal places (Column A).
 2. Round Annual Price (Column C) and Present Value Price (Column E) to Two Decimal Places.
 3. Low Bidder Calculated by Adding the Present Value Price (Column E) for years 1 through 15 of the PPA.

**ANY INQUIRIES OR REQUESTS FOR INTERPRETATION OR CORRECTION CONCERNING THIS
 BID MUST BE SENT VIA FAX TO 732-750-5399 NO LATER THAN FIVE (5) BUSINESS DAYS
 BEFORE THE BID OPENING**

NEW JERSEY TURNPIKE AUTHORITY

 AUTHORIZED SIGNATURE

/

 Name of Company and / Authorized Signature of Bidder

APPENDIX A

- PROJECT PLANS HAVE BEEN PREPARED BY:
PAULUS, SOKOLOWSKI AND SARTOR, LLC.
- DATED MARCH 2012

THE PROJECT PLANS ARE AVAILABLE FOR VIEWING OR PURCHASE.

REFER TO THE AUTHORITY'S WEBSITE FOR THE "RFB" AND THE
"INSTRUCTION TO BIDDERS" AT:

<http://www.state.nj.us/turnpike/purchasing.html>

AND

THE PROJECT PLANS ARE AVAILABLE FOR VIEWING OR PURCHASE.

<http://www.JobsiteOnLine.com/imsite/PlanLink.asp?p=21290>

THE PROJECT PLANS ARE INCORPORATED INTO THIS RFB BY REFERENCE.

SITE LOCATIONS

- ENTITLED "TELEGRAPH HILL SOUTH COMMUTER PARKING AREA
SOLAR PHOTOVOLTAIC SYSTEM, MILEPOST 116.0 HOLMDEL
TOWNSHIP. MONMOUTH COUNTY", SHEETS 1 THROUGH 57.

APPENDIX B

SUMMARY OF ELECTRIC BILLS FROM LOCAL UTILITY AND THIRD PARTY PROVIDER

Local Utility	JCPL					
Third Party Provider	Constellation					
GSP MD4	SEF-1			Ave. Cost per KWH SEF-1	\$0.1297	
	Start Date	End Date	Read Type	KWH	Local Utility Cost	Third Party Cost
	07/25/2012	08/27/2012	Est	80,000.00	\$2,589.87	\$7,123.63
	06/27/2012	07/24/2012	Act	70,240.00	\$2,578.70	\$6,254.55
	05/26/2012	06/26/2012	Act	47,040.00	\$2,106.35	\$4,188.70
	04/25/2012	05/25/2012	Est	69,120.00	\$2,159.02	\$6,297.38
	03/24/2012	04/24/2012	Act	57,120.00	\$1,940.07	\$5,202.88
	02/24/2012	03/23/2012	Act	61,120.00	\$2,229.97	\$5,569.46
	01/24/2012	02/23/2012	Est	69,440.00	\$2,593.85	\$6,327.61
	12/23/2011	01/23/2012	Act	68,800.00	\$2,563.63	\$6,269.29
	11/23/2011	12/22/2011	Est	64,160.00	\$2,410.54	\$5,846.47
	10/25/2011	11/22/2011	Act	43,840.00	\$2,028.00	\$3,994.85
	9/23/2011	10/24/2011	Est	61,920.00	\$2,502.72	\$5,642.36
	8/24/2011	9/22/2011	Act	58,080.00	\$2,619.99	\$5,292.44
	7/22/2011	8/23/2011	Est	79,360.00	\$3,010.05	\$7,231.55
	6/24/2011	7/21/2011	Act	68,480.00	\$2,870.87	\$6,240.12
	5/24/2011	6/23/2011	Est	62,240.00	\$2,593.12	\$5,671.51
	4/23/2011	5/23/2011	Act	69,600.00	\$2,548.18	\$6,342.19
	3/25/2011	4/22/2011	Est	46,240.00	\$1,945.97	\$4,213.54
	2/23/2011	3/24/2011	Est	58,080.00	\$2,381.23	\$5,292.44
	1/25/2011	2/22/2011	Act	65,280.00	\$3,075.03	\$5,948.54
			Total	1,200,160	\$46,747.16	\$108,949.51

Average Monthly Demand SEF-1 = 1,200,160 kWh / 19 months = 63,200 kWh/Month

Estimated Annual Demand SEF-1 = 63,200 kWh x 12 months = 758,000 kWh

APPENDIX B (Cont'd)

Local Utility	JCPL					
Third Party Provider	Constellation					
Holmdel State Police	SEF-2			Ave. Cost per KWH SEF-2	\$0.1263	
	Start Date	End Date	Read Type	KWH	Local Utility Cost	Third Party Cost
	7/25/2012	8/27/2012	Est	90,320.00	\$2,624.11	\$8,229.96
	6/27/2012	7/24/2012	Act	70,720.00	\$2,242.26	\$6,444.01
	5/26/2012	6/26/2012	Act	77,280.00	\$2,339.94	\$7,041.75
	4/25/2012	5/25/2012	Est	63,600.00	\$1,984.48	\$5,795.23
	3/24/2012	4/24/2012	Act	68,400.00	\$2,057.49	\$6,232.61
	2/24/2012	3/23/2012	Act	59,200.00	\$2,017.82	\$5,394.30
	1/24/2012	2/23/2012	Est	80,880.00	\$2,713.89	\$7,369.79
	12/23/2012	1/23/2012	Act	83,840.00	\$2,963.80	\$7,639.50
	11/23/2011	12/22/2011	Est	67,600.00	\$2,441.10	\$6,159.94
	10/25/2011	11/22/2011	Act	59,360.00	\$2,303.56	\$5,409.09
	9/23/2011	10/24/2011	Est	65,440.00	\$2,418.79	\$5,963.11
	8/24/2011	9/22/2011	Act	49,920.00	\$2,214.25	\$4,548.88
	7/22/2011	8/23/2011	Est	91,600.00	\$3,144.26	\$8,346.90
	6/24/2011	7/21/2011	Act	66,240.00	\$2,497.75	\$6,036.01
	5/25/2011	6/23/2011	Est	70,960.00	\$2,607.61	\$6,466.12
	4/23/2011	5/24/2011	Act	65,360.00	\$2,372.74	\$5,955.82
	3/25/2011	4/22/2011	Act	22,640.00	\$1,387.37	\$2,063.03
	2/23/2011	3/24/2011	Est	111,360.00	\$3,601.90	\$10,147.49
	1/25/2011	2/22/2011	Act	74,560.00	\$3,227.93	\$6,794.16
		Total		1,339,280.00	\$47,161.05	\$122,037.70

Average Monthly Demand SEF-2 = 1,339,280 KWh / 19 months = 70,500 KWh / Month

Estimated Annual Demand SEF-2 = 70,500 KWh x 12 months = 846,000 KWh

Total Estimated Annual Demand SEF-1 and SEF2 = (758,000 KWh + 846,000 KWh)

Total Estimated Annual Demand = 1,604,000 KWh

Weighted Electricity Cost Average = \$.1279 / KWh

1. Total Estimated Annual Demand is being provided solely for the purpose of completing the electricity pricing worksheet and bid comparison only. The Authority believes this is a reasonable expectation of the annual demand, but makes no guarantees as to the actual demand.

Weighted Electricity Cost Average is being provided for information but may be used in determining if an award is made as described elsewhere in this RFB

APPENDIX C

FORM OF

POWER PURCHASE AGREEMENT

BETWEEN

[THE SUCCESSFUL BIDDER]

AND

NEW JERSEY TURNPIKE AUTHORITY

DATED AS OF _____, 2012

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("**PPA**" or "Agreement") is made as of _____, 2012 (the "**Effective Date**") by and between (the Successful Bidder), a _____ of the State of _____, having an address of _____, the "**Seller**" and **NEW JERSEY TURNPIKE AUTHORITY ("NJTA")**, a body corporate and politic of the State of New Jersey, having an address of 581 Main Street, P.O. Box 5042, Woodbridge, New Jersey 07095-5042,

RECITALS

WHEREAS, NJTA is entering into this PPA for the purpose of implementing a solar energy savings program ("**Solar Program**") and reducing NJTA's electricity costs.

WHEREAS, NJTA has determined that solar photovoltaic systems should be constructed at the following NJTA locations in order to generate electricity to be consumed at such locations: **(a)** Holmdel Township tax block 26, lot 3 (located on Crawford's Corner Road) and NJTA Parcel R437D in Section 7 as reflected on NJTA's general property parcel maps (together, the "**Park and Ride Lot**" at the Garden State Arts Center) and **(b)** NJTA right-of-way and Parcels R357 and R358 in Section 7 as reflected on NJTA's general property parcel maps (the "**State Police Barracks**"),

WHEREAS, together, the Park and Ride Lot and the State Police Barracks are described in the PPA as the "**Premises**",

WHEREAS, on _____, 2012, NJTA issued a Request for Bids ("**RFB**") for the construction, ownership, and maintenance of multiple solar photovoltaic systems and entry into a Power Purchase Agreement,

WHEREAS, the RFB requires the Seller to construct, install, own, operate, and maintain at the Premises two (2) multiple solar energy facilities of 616 KW each (together, the "**SEF**"), constructed in component parts;

WHEREAS, the RFB requires the Seller to deliver and sell to the NJTA all of the electricity generated by the SEF,

WHEREAS, on _____, 2012, the Seller was designated the successful bidder under the RFB under which the Seller agreed to construct, install, own, operate, and maintain the SEF based on the terms and conditions required by the RFB and this PPA.

AGREEMENT

In consideration of tax benefits, payment for electrical power, the mutual covenants herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Seller and NJTA agree as follows:

ARTICLE 1. DEFINED TERMS; RULES OF INTERPRETATION

1.1 Defined Terms. The definitions provided below and elsewhere in this PPA will apply to the defined terms used in this PPA:

(a) "*Affiliate*" means with respect to any entity, such entity's general partner or manager, or any other entity that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, such entity.

(b) "*Applicable Law*" means any law, rule, regulation, requirement, guideline, action, determination or order of, or Governmental Approvals issued by, any Governmental Body having jurisdiction, applicable from time to time to the siting, permitting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, testing, operation or maintenance of the Solar Energy Generating System, the sale or purchase of Solar Generated Electricity or the attribution therefrom or any other transaction or matter contemplated by this Agreement.

(c) "*Bankrupt*" means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditor's rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within ninety (90) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

(d) "*Business Day*" means any day except a Saturday, Sunday, or a State of New Jersey holiday.

(e) "*CAMD*" means the Clear Air Markets Division of the United States Environmental Protection Agency or any successor or other agency that is given jurisdiction over a program involving transferability of specific Environmental Attributes.

(f) "*Commercial Operation*" means that the SEF, or a Component Part, is ready for regular, daily operation, has been connected to the Premises electrical system, has undergone testing as provided herein, has been accepted by NJTA, is in compliance with applicable Laws in all respects and is capable of producing Energy Output.

(g) "*Commercial Operation Date*" means, with respect to a Component Part, the first day on which the Component Part is ready for Commercial Operation as certified in writing by Seller to NJTA in the Notice of Commercial Operation.

(h) "*Component Parts*" means those separate solar energy facilities (SEF-1 and/or SEF-2) that together comprise the SEF.

(i) "*Contract Year*" means, as applicable to each Component Part, the consecutive 12 months period commencing on the Commercial Operation Date of that Component Part.

(j) "*Energy*" means electric energy (alternating current, expressed in kilowatt-hours). Energy does not include any attendant Environmental Attributes.

(k) "*Environmental Attributes*" means each of the following that is in effect as of the Effective Date or may come into effect in the future: (i) credits, benefits, reductions, offsets and other beneficial allowances, including, to the extent applicable and without limitation, performance based incentives or renewable portfolio standard in New Jersey or in other jurisdictions (collectively, "*allowances*") attributable to the ownership or operation of the SEF or the production or sale of Energy from the SEF, (ii) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Energy generated by the SEF during the Term and in which Seller has good and valid title, including any credits to be evidenced by Solar Renewable Energy Certificates or similar laws or regulations applicable in any jurisdiction, (iii) any such allowances related to (A) oxides of nitrogen, sulfur, or carbon, (B) particulate matter, soot, or mercury, or (C) the United Nations Framework Convention on Climate Change (the "*UNFCCC*") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or involving or administered by the CAMD, and (iv) all reporting rights with respect to such allowances under Section 1605(b) of the Energy Policy Act of 1992, as amended from time to time or any successor statute, or any other current or future

international, federal, state or local law, regulation or bill, or otherwise. Environmental Attributes shall also include Tax Benefits.

(l) "Force Majeure" means any event or circumstance that prevents a Party from performing its obligations under this PP A, which event or circumstance (i) is not within the reasonable control, or is not the result of the negligence, of the Claiming Party, and (ii) by the exercise of reasonable due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided and shall be deemed to include, but not be limited to, acts of God, acts of civil or military authorities, acts of war or public enemy, acts of any court, regulatory agency or administrative body having jurisdiction, insurrections, riots, strikes or other labor disturbances, breakdown of or accidents to plant (except to the extent caused by a failure to employ Good Utility Practice), equipment or facilities, fires, explosions, floods, drought, interruption of transportation, embargoes or other causes of a similar nature. Force Majeure will not be based on (i) NJTAs' inability economically to use Energy purchased hereunder or by for such Energy, (ii) Seller's ability to sell Energy at a price greater than the price of Energy under this PPA, or (iii) lack of funds, delays in or inability of a Party to obtain financing or other economic hardship of any kind.

(m) "*Governmental Approvals*" means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described which are required to be obtained or maintained by any Person with respect to the development, siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, startup, testing, operation or maintenance of the SEF, the production and delivery of Energy, and Environmental Attributes, or any other transactions or matter contemplated by this PPA (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

(n) "*Governmental Body*" means any federal, state, regional or local legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any official thereof having jurisdiction or authority.

(o) "*Governmental Entity*" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal, program administrator or other instrumentality of any government, whether federal, state or local, domestic or foreign, or any Person, owned, operated, managed or otherwise controlled thereby.

(p) "*Minimum Energy Output Requirements*" means the annual minimum Energy output required for each Component Part as set forth in Exhibit A (based on the Typical Meteorological Year version 3 Data Set produced by the National Renewable Energy Laboratory) and as modified pursuant to Section 3.5 of Appendix C.

(q) "*Person*" means an individual, general or limited partnership, corporation, municipal corporation, authority, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Entity, limited liability company, or any other entity of whatever nature.

(r) "*Replacement Energy*" means Energy delivered by Seller to NJTAs pursuant to Section 3.5 to fulfill its applicable minimum output requirements.

(s) "*Receiving Point*" means the agreed location or locations where Energy produced by the SEF is to be transferred and received under this PPA.

(t) "*Representatives*" means, in respect to a Person, the officers, directors, employees, agents, advisors or representatives of such Person.

(u) "*SEF*" means the solar electric generating facility that produces the Energy sold and purchased under this PPA, comprised of the Component Parts.

(v) "SEF-1" means the solar electric generating facility of 616 KW located at the Park and Ride Lot.

(w) "SEF-2" means the solar electric generating facility of 616 KW located at the State Police Barracks.

(x) "*SEF Assets*" means each and all of the assets of which the SEF at the time of the notice is given pursuant to Section 16.2 is comprised, including Seller's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and Components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the SEF.

(y) "*SEF Loss*" means loss, theft, damage or destruction of the SEF, SEF Assets or any Component part(s) thereof, or any other occurrence or event that prevents or limits the SEF, or any Component part(s) thereof, from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or other Force Majeure).

(z) "*Seller Installed Metering Device*" means any and all meters at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the Energy generated by the SEF and delivered to the Delivery Point.

(aa) "*Solar Renewable Energy Certificates*" or "*SRECs*" means the transferable (through the PJM EIS Generation Attributes Tracking System or otherwise) certificates representing the environmental attributes associated with

Energy generated by a solar energy facility, as developed under the oversight and regulations of the New Jersey Board of Public Utilities' Clean Energy Program, including any modifications or revisions thereof adopted by the Board or any successor state agency or federal agency administering renewable energy certificate programs.

(bb) "*Tax Benefits*" means ITCs attributable to the SEF or Energy, accelerated depreciation attributable to the SEF or any SEF Asset, and any other tax credit or tax write-offs allowed under applicable law attributable to the SEF or Energy, irrespective of whether such Tax Benefits accrue for the benefit of Seller, any Affiliate, or any investor of Seller or any Affiliate of such investor.

(cc) "*Term*" means the Initial Term and any Extension Term that becomes effective pursuant to Section 2.1 (a).

(dd) "*Transfer Date*" means that date that is the later of (i) the last date of the Term, or (ii) the date that is fifteen (15) Business Days following the date the Purchase Price is finally determined.

(ee) "*Utility Rate*" means the applicable all-inclusive electric service rate charged to NJTA by the local electric distribution utility serving NJTA in the service territory in which NJTA is located and any other energy service provider serving NJTA, as applicable, at any given time. This all-inclusive rate shall include all electric charges, transmission, distribution or other delivery charges, ancillary service charges, transition or competitive service charges, taxes, and other fees and charges in place.

1.2 Rules of Interpretation. In this PPA, unless expressly provided otherwise:

(a) the words "herein," "hereunder" and "hereof" refer to the provisions of this PPA and a reference to a recital, Article, Section, subsection or paragraph of this PPA or any other agreement is a reference to a recital, Article, Section, subsection or paragraph of this PPA or other agreement in which it is used unless otherwise stated;

(b) references to this PPA, or any other agreement or instrument, includes any schedule, exhibit, annex or other attachment hereto or thereto;

(c) reference to any Article, Section, or Exhibits means such Article of this PPA, Section of this PP A, or such Exhibit to this PPA, as the case may be, and references in any Article or Section or definition to any clause means such clause of such Article or Section or definition;

(d) a reference to this PPA, any other agreement or an instrument or any provision of any of them includes any amendment, variation, restatement or replacement of this PPA or such other agreement, instrument or provision, as the case may be;

(e) a reference to a statute or other law or a provision of any of them includes all regulations, rules, subordinate legislation and other instruments issued or promulgated thereunder as in effect from time to time and all consolidations, amendments, re-enactments, extensions or replacements of such statute, Law or provision;

(f) the singular includes the plural and vice versa;

(g) a reference to a Person includes a reference to the Person's executors and administrators (in the case of a natural person) and successors, substitutes (including Persons taking by novation) and permitted assigns;

(h) words of any gender shall include the corresponding words of the other gender;

(i) "including" means "including, but not limited to," and other forms of the verb "to include" are to be interpreted similarly;

(j) references to "or" shall be deemed to be disjunctive but not necessarily exclusive, (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or");

(k) where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day;

(l) a reference to a Business Day is a reference to a period of time commencing at 9:00 a.m. local time on a Business Day and ending at 5:00 p.m. local time on the same Business Day.

(m) if the time for performing an obligation under this PPA expires on a day that is not a Business Day, the time shall be extended until that time on the next Business Day;

(n) a reference to (i) a day is a reference to a calendar day, (ii) a month is a reference to a calendar month, and (iii) a year is a reference to a calendar year;

(o) where a word or phrase is specifically defined, other grammatical forms of such word or phrase have corresponding meanings;

(p) a reference to time is a reference to local time on the relevant date;

(q) references to any date in this PPA shall be deemed to mean such date as adjusted from time to time as permitted hereunder due to Force Majeure unless expressly stated otherwise;

(r) if a payment prescribed under this PPA to be made by a party on or by a given Business Day is made after 2:00 p.m. on such Business Day, it is taken to be made on the next Business Day; and

(s) If any index used in this PPA at any time becomes unavailable, whether as a result of such index no longer being published or the material alteration of the basis for calculating such index, then Seller and NJTAs shall agree upon a substitute index that most closely approximates the unavailable index as in effect prior to such unavailability. If the base date of any such index is at any time reset, then the change to the index resulting therefrom shall be adjusted accordingly for purposes of this PPA.

1.3 SEF and Component Parts. NJTA and Seller recognize that the SEF will be comprised of Component Parts. There may be no substitutions or omissions in or of Component Parts unless NJTA and the Seller agree in writing to specific substitutions or omissions which writing is signed and delivered to both parties.

1.4 Integration: This PPA is intended to memorialize the award of the RFB, effectuate the intent of the RFB, and clarify the RFB through the elaboration of specific requirements in the RFB. The requirements of the RFB, and Seller's response thereto, are incorporated into this PPA by reference and shall survive the execution and delivery of this PPA.

Should any ambiguity or conflict exist among this PPA, the RFB or the Seller's response thereto, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) PPA;
- (b) RFB
- (c) Seller's Response to RFB

Simultaneously with the Seller's execution of the PPA, the Seller shall execute and deliver to NJTA the Seller's Restoration Bond, Surety Disclosure Statements, Certifications, and any other documents required by the RFB and this PPA.

ARTICLE 2. TERM

2.1 Term.

(a) The initial term of this PPA (the "**Initial Term**") shall commence on the Effective Date of this PPA and shall expire at 11:59 p.m. on the 15th anniversary of the Commercial Operation Date of the last Component Part that is installed pursuant to this PPA, unless extended in the manner described below or by mutual written consent of the parties.

(b) At the conclusion of the Initial Term, and subject to any requirements of the public contracting laws and the sole discretion of NJTA, the parties may enter into an agreement extending the PPA for an additional term of three years ("**the Extension Term**") with notification of the extension delivered to the Seller no fewer than six (6) months prior to the end of the Initial Term. The price of electricity during the extension term shall be fixed and equal to the price in the final year of the Initial Term.

(c) Except as otherwise provided herein, within ninety (90) days following the expiration of the Initial Term, the Seller shall remove the Component Part(s) from the Premises and restore the Premises to their original condition, normal wear and tear excepted, all at the Seller's sole cost and expense (unless NJTA provides written notice to the Seller no fewer than 120 days prior to the expiration of the Initial or Extended Term that NJTA wishes to retain the Component Parts in which event the Seller is released from its obligation to remove the Component Parts). During those ninety (90) days, the Seller and its agents, consultants, and representatives shall have non-exclusive access at reasonable times to the Premises and the Component Parts for purposes of such removal provided that they do not interfere with the use of the Premises by NJTA, NJTA's guests and invitees, the State police, parking patrons, and/or commuters. The Seller shall provide NJTA with no fewer than two (3) days' advance written notice of the Component Part removal schedule.

2.2 Test Energy. If one or more Component Parts generates Energy prior to the Seller's notice of the Commercial Operation Date for that Component Part, then the Seller shall make such Energy available to NJTA. NJTA shall have the option to buy the Energy that is available and delivered at a rate equal to _____ per kilowatt hour. NJTA's purchase of Energy prior to the Commercial Operation Date for a Component Part shall not otherwise affect the Energy Payment Rate to which NJTA is entitled.

2.3 **Conditions Precedent.** The respective rights and obligations of the parties under this PPA (other than those contained in ARTICLE 11 (Events of Default; Remedies), ARTICLE 14 (Representations and Warranties: NJTA Acknowledgement), ARTICLE 15 (Indemnity), ARTICLE 17 (Confidentiality), ARTICLE 18 (Notices), ARTICLE 19 (Assignment; Binding Effect), and ARTICLE 21 (Miscellaneous), which bind the Parties as of the Effective Date) are conditioned, subject to Section 2.4, upon the satisfaction in full (or waiver) of the following:

(a) No later than ninety (90) days after the Effective Date of the PPA, the Seller shall have obtained all Governmental Approvals required for the construction, installation, operation, and other activities contemplated by the RBF and relating to the Component Parts. Subject to the notice and cure provisions of this PPA, the Seller's failure to make prompt and diligent attempts to obtain all required Governmental Approvals shall constitute a default under this PPA.

(b) No later than fifteen (15) days after the Effective Date of the PPA, the Seller shall submit applications for any and all necessary permits and Governmental Approvals (including, but not limited to, New Jersey Department of Community Affairs) with simultaneous copies of all submissions and responses delivered to NJTA. The Seller shall provide NJTA with a copy of all permits and approvals obtained within seven (7) days' receipt.

2.4 Failure to Satisfy Component Specific Conditions Precedent. A failure of a condition precedent with respect to one Component Part of the SEF shall not affect or diminish NJTA's or the Seller's rights and obligations as to other Component Parts of the SEF. For example, failure to obtain all Governmental Approvals for a Component Part(s) will not relieve the parties of their obligations as to other Component Parts.

2.5 Notice of Commercial Operation. Subject to the remaining provisions of this PPA, the Seller shall notify, certify, and represent in writing to NJTA (a) the Commercial Operation Date on which each and every Component Part has achieved Commercial Operation (the "**Notice of Commercial Operation**"), and (b) of the overall effective Commercial Operation Date.

2.6 Survival. Upon proper termination of this PPA, the parties will no longer be bound by the terms and conditions of this PPA, except (i) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this PPA prior to termination of this PPA, (ii) as provided in ARTICLE 15, and (iii) that the obligations of the Parties under this PPA with respect to indemnification (but only with respect to claims for indemnification based upon events or circumstances (a) occurring or arising on or before the termination of this PPA, or (b) relating to the removal of the SEF from the Premises by the Seller after the termination of the PPA) will survive the termination of this PPA and will continue for a period of two (2) years following any termination of this PPA.

ARTICLE 3. PURCHASE AND SALE; DELIVERY

3.1 Purchase and Sale of Energy Output. Commencing on the Commercial Operation Date with respect to each Component Part that has achieved Commercial Operation, and continuing throughout the remainder of the Term, the Seller shall make available to NJTA, and NJTA shall take delivery of, at the Receiving Point, all of the Energy produced by the SEF. All Energy produced or supplied by the Seller for which NJTA receives a credit on its electric bills from the local utility shall be deemed for purposes of this Agreement to be Energy delivered to NJTA for which NJTA is obligated to pay the Energy Payment Rate.

3.2 Price for Energy Output. NJTA shall pay the Seller for the Energy, as metered at the Seller-installed metering device at the applicable Energy Payment Rate.

3.3 Energy Payment Rate.

(a) Initial Term. For the first Contract Year in which a Component Part delivers power to NJTA. NJTA shall pay for Energy delivered to the Receiving Point from that Component Part at a rate (the "**Energy Payment Rate**") equal to cents (**\$00.____** per kilowatt hour. On the anniversary of the commencement of a Component Part's Contract Year, and each anniversary thereafter during the Initial Term, the Energy Payment Rate for a NJTA in effect for the prior Contract Year shall be increased to the rate on the utility pricing worksheet submitted by the Seller.

(b) Adjustments to Energy Payment Rate. In all cases, any adjustments in the Energy Payment Rate shall be made to the nearest thousandth of a cent.

3.4 Title and Risk of Loss of Energy Output. Title to and risk of loss of the Energy will pass from the Seller to NJTA at the Receiving Point. As between the Parties, the Seller shall be deemed to be in exclusive control of all the Energy prior to the Receiving Point while NJTA shall be deemed to be in exclusive control of all Energy at and from the Receiving Point. The Seller warrants that the Seller will deliver the Energy to NJTA at the Receiving Point free and clear of all liens, security interests, claims, and other encumbrances.

3.5 Minimum Energy Output Requirements. (a) **Exhibit A** sets forth the Minimum Energy Output Requirements for the Component Parts. The Seller shall provide annually to NJTA Energy in an amount that exceeds the Minimum Energy Output Requirement. If the Seller fails to provide to NJTA the Minimum Energy Output Requirement, then the Seller shall issue a credit to the NJTA in the amount equal to NJTA's "**Reduced Savings**" measured as the difference between the amount paid by NJTA to the local electric distribution utility for delivered electricity (i.e., the "**Utility Rate**") and the amount NJTA would have paid to the Seller, based on the Energy Payment Rate, had the Seller satisfied the Minimum Energy Output Requirement. In the event of a System Loss, as referred to in Article 10, the Seller shall be relieved of its obligation to satisfy the Minimum Energy Output Requirement, provided the Seller complies with its SEF Loss obligations set forth in Article 10.

(b) Satisfaction of the applicable Minimum Energy Output Requirements shall be judged on the basis of the total output of the SEF for consecutive three Contract Year periods throughout the term of the PPA as set forth below. The Minimum Energy Output Requirements shall be measured based on the total actual Energy output for the SEF for a three Contract Year period. If the actual Energy output equals or exceeds the total Minimum Energy Output Requirements for the SEF, the Minimum Energy Output Requirements shall be deemed satisfied. The first three Contract Year period for which the Minimum Energy Output Requirements shall commence on the Commercial Operation date of the final installed Component Part.

No later than sixty (60) days after the end of each three year period in which the Seller's Energy output performance is measured, the Seller shall submit to NJTA a statement stating whether the total Minimum Energy Output Requirements for the period was satisfied for the prior three Contract Year period based upon the measurement method set forth in this section of the PPA and, if not satisfied, stating any deficiency.

(c) If the Seller fails to meet the Minimum Energy Output Requirements, Seller will pay NJTA an amount equal to the NJTA's Reduced Savings (as described above and in the RFB) within sixty (60) days of the date the deficiency is established. If the Seller does not submit payment as required by this Section 3.5(c), NJTA may offset the amount owed for Reduced Savings against any amounts owed by NJTA to the Seller.

ARTICLE 4. SITE SUITABILITY CONFIRMATION

4.1 Familiarity with the Premises. The Seller acknowledges that the Seller and/or the Seller's agents and representatives have visited, inspected, and are familiar with the Premises, their conditions, and the applicable obligations of the Seller pursuant to this Agreement, that the Seller is familiar with all reasonably known local and other conditions which may be material to the Seller's performance of its obligations under this Agreement, and has received and reviewed all information regarding the Premises made available by NJTA during the RFB process, and based on the foregoing, the Seller acknowledges that the Premises constitute acceptable and suitable host sites for the installation and operation of the SEF in accordance herewith, and that based upon the information provided by the NJTA and the Seller's visual inspection and due diligence investigation of the Premises, the SEF can be constructed, installed, started up, and successfully tested and operated on the Premises by the Commercial Operation Date in accordance with the requirements of this Agreement.

ARTICLE 5. ENVIRONMENTAL ATTRIBUTES AND TAX BENEFITS, REAL ESTATE TAXES

5.1 Title to Environmental Attributes and Tax Benefits. All Environmental Attributes relating to the SEF or the Energy, including without limitation Solar Renewable Energy Certificates or any comparable instruments and all Tax Benefits, will be and shall remain the sole property of the Seller. Seller shall have all right, title, and interest in and to any and all Environmental Attributes and Tax Benefits, and NJTA shall have no right, title or interest in or to any such Environmental Attributes or Tax Benefits. NJTA shall not report to a person that any Environmental Attributes or Tax Benefits belong to any person other than the Seller.

5.2 Further Assurances. At the Seller's request and expense, NJTA shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence the Seller's right, title and interest in and to the Environmental Attributes and Tax Benefits.

If the standards used to qualify the Environmental Attributes to which the Seller is entitled under this PPA are changed or modified, then NJTA shall, at the Seller's request and expense, cooperate using all reasonable efforts to enable the Environmental Attributes to comply with new standards as changed or modified.

5.3 Seller shall be responsible for the payment of any and all taxes, assessments, and/or charges that may be lawfully levied upon the Premises as a result of the activities undertaken pursuant to this PPA, including, but not limited to, any increase in the NJTA's real estate taxes and assessments resulting from the SEF. NJTA shall provide to Seller notice of any such taxes, assessments, and/or charges due in accordance with this Section, and Seller shall provide payment of such within thirty (30) days of receipt of such notice. Alternatively, NJTA may offset such taxes, assessments, and/or charges due against any payments due Seller, in accordance with Section 12.4.

ARTICLE 6. CONSTRUCTION, MAINTENANCE AND MONITORING

6.1 Construction, Maintenance, and Monitoring of SEF by the Seller.

(a) The Seller shall, at its sole cost and expense:

(i) construct the SEF in Component Parts as described herein, in accordance with the specifications provided in the RFB and the Construction Schedule set forth in the Seller's Response to the RFB (the "*Construction Schedule*"), and in a manner reasonably required in order to assure that the SEF will perform as specified. Without limiting the generality of the foregoing paragraph, Seller shall not perform any construction, excavation or demolition until all construction plans and specifications for such work are approved by the NJTA's Chief Engineer, the Director of Maintenance and the Director of Operations. All construction must be in accordance with the NJTA's Standard Specifications (2004) as amended and supplemented from time to time.

(ii) maintain the SEF in good condition and repair so as to produce Energy in amounts sufficient to fulfill its obligations under this PPA, and satisfy applicable requirements of the insurance policies maintained by Seller with respect to the SEF, and the terms of this PPA and the RFB, and

(iii) monitor the SEF performance so that any SEF malfunction causing a loss of Energy will be discovered and rectified. NJTA hereby consents to the construction, in accordance with the requirements and specifications of the RFB, of each Component Part, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections, on the Premises.

(b) In the event that the Commercial Operation Date for any Component Part is delayed beyond the Commercial Operation Date set forth in the Construction Schedule for that Component Part, the Seller shall take any and all actions necessary, at the cost and expense of the Seller, to remedy that delay. If a Component Part does not achieve Commercial Operation within thirty (30) days of the Commercial Operation Date set forth in the Construction Schedule, and a Force Majeure event has not occurred, then the Seller shall pay to NJTA "Daily **Construction Delay Lost Savings**" for each day after thirty (30) days after Commercial Operation Date set forth in the Construction Schedule until the Commercial Operation Date. Daily Construction Delay Lost Savings shall be calculated based on the difference between the Energy Payment Rate and the Utility Rate multiplied by 90% of the daily system design capacity output for each Component Part that has not achieved Commercial Operation within thirty (30) days of the Commercial Operation Date set forth in the Construction Schedule.

(c) If, as of the date which is one-hundred and twenty (120) days beyond the scheduled Commercial Operation Date for any Component Part, as such date may be extended due to a Force Majeure, the Commercial Operation Date has not occurred, an Event of Default by the Seller will be deemed to have occurred under Section 11.1 hereof with respect to that Component Part, and the NJTA shall have the right to terminate this PPA with respect to that Component Part upon written notice to the Seller.

(d) the Seller shall, at its sole cost and expense, maintain the SEF in good working order and repair, in a clean, neat, and orderly condition, in a visually and aesthetically pleasing condition, and shall conduct the required periodic maintenance of the SEF consistent with the SEF Operations and Maintenance Manual described in ARTICLE 8 hereof, shall maintain a spare parts inventory and shall maintain the SEF in accordance with good industry standards, , without interference to NJTA's operations, and in keeping with the surrounding operations of the NJTA. As part of the Seller's maintenance obligations, the Seller shall clean, wash, refresh, and paint the solar panels and supports so as to not allow them to deteriorate in structure or appearance. The Seller shall provide or make provisions for all labor, materials and equipment which are necessary for the normal operation and maintenance of the SEF for commercial purposes. The Seller shall at its sole cost and expense be responsible for providing major maintenance and major repairs and replacements for machinery, equipment, and improvements constituting part of the SEF during the Term of this Agreement. NJTA shall not be financially responsible for any such major maintenance, repair or replacement. NJTA and NJTA Project Manager(s) identified in Section 6.6 hereunder shall have the right to conduct inspections of the SEF at its sole expense and risk at any time during normal business hours in order to assure that the SEF is being properly installed, operated and maintained in accordance with this Agreement. Operation and maintenance of the SEF is the responsibility of the Seller. The Seller shall maintain a suitable inventory of spare parts to maintain the PV System. Equipment requiring replacement and/or repair will be corrected at the cost of the Seller for the term of the Agreement.

(e) the Seller shall be responsible for all repairs and alterations in and to the Premises and the SEF, the need for which arises out of (i) the Seller's use or occupancy of the Premises, (ii) the installation, removal, use, or operation of the SEF or its Component Parts, (iii) the moving of equipment into or out of the Premises, or (iv) the act, omission, misuse or negligence of the Seller, its agents, contractors, employees or invitees.

(f) If the Seller fails to comply with its maintenance and repair obligations pursuant to this Agreement, then NJTA may give the Seller written notice to perform such maintenance and repair activities as are reasonably required and/or necessary under this PPA. If within ten (10) days after the delivery of the notice to the Seller, the Seller fails to complete or substantially complete the requested activities, or if NJTA, in its sole discretion, determines that the requested activities must be completed on an exigent basis to protect the public health and safety, then, in addition to its other remedies under this PPA, NJTA shall have the right to perform (or have performed) such maintenance and repairs at the Seller's expense. Any amount so expended by NJTA shall be paid promptly by the Seller upon NJTA's submittal of the work invoices to the Seller. If NJTA has not received such reimbursement within thirty (30) days of the date of sending such invoices to the Seller, then NJTA may deduct the amount of the invoice from future payment due the Seller.

(g) the Seller and its sub-contractors, agents, consultants, and representatives shall have reasonable access at reasonable times (including under emergency conditions) to the necessary portion of the Premises for the purpose of planning, construction, operation, inspection, maintenance, repair and removal of the SEF, and to any documents, materials and records of NJTA relating to the Premises that the Seller reasonably requests in conjunction with these activities. The Seller's access for construction shall include access to repair or replace roofing material. To the extent space is reasonably available at the Premises, NJTA shall make such space available for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation work, removal work and access for rigging and material handling. To the extent space is reasonably available at the Premises, NJTA shall provide the Seller a reasonable area for construction laydown. Prior to the commencement of any construction activity, the Seller shall meet with NJTA to develop a logistical plan and schedule setting forth the times and locations that Seller may conduct construction activities.

(h) the Seller shall provide NJTA with at least two (2) weeks' advance written notice of all activities to be conducted by or on behalf of the Seller on the Premises and shall work with NJTA to develop a logistical and staging plan for the Seller's construction and installation. During any such activities, the Seller, and its sub-contractors, agents, consultants, and representatives shall comply with NJTA's reasonable safety procedures, security, and right of entry procedures and policies regarding visitors/vendors/contractors access to the Premises, and the Seller and its sub-contractors, agents, consultants and representatives shall conduct such

activities in such a manner and at such a time and day as to cause minimum or no interference with NJTA's or NJTA's guests'/invitees' activities. The rights of access conferred pursuant to this PPA shall not be construed to confer a license or leasehold estate on the Seller.

(i) Seller shall cause construction to be overseen by a professional engineer, licensed in the State of New Jersey, who has experience with electrical and energy systems, and shall at all times and in all respects be subject to the inspection and approval of the NJTA, as set forth in the NJTA's Standard Specifications (2004) as amended and supplemented from time to time.

(j) Prior to the installation of a Component Part, the Seller shall submit to the NJTA a final design drawing of the layout of the Component Part and the final capacity of the Component Part. NJTA will review and approve or reject the final design drawings submitted to it within ten (10) Business Days of submission to NJTA. If the NJTA rejects the final design drawings the NJTA shall set forth in detail the reasons for its rejection. The Seller shall then submit revised drawings that address the NJTA's reasonable bases for rejection. If the final design of a Component part(s) results in less capacity than required due to structural limitations, site specific design or layout requirements that could not have been reasonably known at the time of the submission of the Seller's Response to the RFB, factors that could adversely affect the integrity of the Premises, or factors that could adversely affect the NJTA's use of the Premises, the Minimum Energy Output Requirements for Component Part(s) set forth in **Exhibit A** shall be deemed modified to reflect the approved final design of the Component Part(s). Thus, the Minimum Energy Output Requirements for each Component Part shall be based on the capacity of the Component Part as set forth in the final design as modified by the Seller based upon the review and approval of NJTA as provided in this Section 6.1 (j).

6.3 Except as expressly permitted herein, the Seller shall not interfere with NJTA's business operations on the Premises or with NJTA's patrons.

6.4 NJTA's Maintenance. Subject to Section 6.1, NJTA shall maintain the Premises in and around the SEF in a reasonable manner consistent with NJTA's current and past practices and NJTA shall be obligated to maintain the Premises so that the condition of the Premises does not unreasonably interfere with the efficient operation of the SEF. The Seller agrees to take reasonable measures to minimize interference with NJTA's and its guests'/invitees' use of the Premises.

6.5 Telemetry. Upon NJTA's request, the Seller shall provide an internet address that will permit the NJTA to access real-time data or telemetry with respect to performance of each Component Part's performance through means that may reasonably be incorporated into an educational curricula. In accordance with the requirements of the RFB, the Seller shall provide equipment that displays the amount of electricity generated by the Component Part(s).

6.6 Cooperation with NJTA. The Seller shall fully cooperate with any person designated by NJTA to assist with the administration of this PPA, such as NJTA's Project Manager or other employees, agents or consultants designated by NJTA.

6.7 Personnel Performance. The Seller shall employ or engage all necessary personnel to perform all services required under this PPA. The Seller shall enforce discipline and good order at all times among the Seller's employees and all Subcontractors. All persons engaged by the Seller in connection with this PPA shall have requisite skills for the tasks assigned. The Seller shall employ or engage and compensate engineers and other consultants to perform all engineering and other services required under this PPA. All firms and personnel performing services under this PPA, including Subcontractor firms and personnel, shall meet the licensing and certification requirements imposed by applicable law, including laws applicable to public works contracts.

6.8 Monthly On-Site Meetings and Progress Reports. During the construction period the Seller, NJTA and, if requested by NJTA, NJTA's Project Manager(s) shall conduct management meetings on a monthly basis. At such meetings, discussions will be held concerning relevant aspects of the design and construction work including the construction schedule. A monthly progress report (the "Monthly Progress Report"), containing all relevant information as agreed to by the parties, shall be prepared by the Seller and provided to NJTA and NJTA's Project Manager at least five (5) days prior to each monthly meeting.

ARTICLE 7. METERING

7.1 Metering Equipment. The Parties acknowledge and agree that Seller shall provide, install, own, operate and maintain the Seller Installed Metering Device for each Component Part.

7.2 Measurements. Readings of the Seller Installed Metering Device shall be conclusive as to the amount of energy output; *provided, however*, that if the Seller Installed Metering Device is out of service, is discovered to be inaccurate pursuant to Section 7.3, or registers inaccurately, measurement of Energy to the Receiving Point shall be determined in the following sequence: (a) by estimating by reference to quantities measured during periods of similar conditions when the Seller Installed Metering Device was registering accurately; or (b) if no reliable information exists as to the period of time during which the Seller Installed Metering Device was registering inaccurately, it shall be assumed for correction purposes hereunder that the period of such inaccuracy for the purposes of the correction under Section 7.3 was equal to (i) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (ii) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of the Seller Installed Metering Device through the date of the adjustments; *provided, however*, that, in the case of clause (ii), the period covered by the correction under Section 7.3 shall not exceed six (6) months.

7.3 Testing and Correction.

(a) Each Party and its consultants and representatives shall have the right to witness each test conducted under the supervision of the Third Party Monitor to verify the accuracy of the measurements and recordings of the Seller Installed Metering Device. The Seller shall provide at least twenty (20) Business Days prior written notice to NJTA of the date upon which any such test is to occur. The Seller shall prepare a written report setting forth the results of each such test, and shall provide NJTA with copies of such written report not later than thirty (30) Business Days after completion of such test. The Seller shall conduct annual testing of the Seller Installed Metering Devices and the Seller shall bear the cost of the annual testing and the preparation of the Seller Installed Metering Device test reports.

(b) The following steps shall be taken to resolve any disputes regarding the accuracy of the Seller Installed Metering Device:

(i) If either Party disputes the accuracy or condition of the Seller Installed Metering Device, such Party shall so advise the other Party in writing.

(ii) the Seller shall, within fifteen (15) Business Days after receiving such notice from NJTA or NJTA shall, within such time after having received such notice from the Seller, advise the other Party in writing as to its position concerning the accuracy of the Seller Installed Metering Device and state the reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may request that the Third Party Monitor to cause the Meter to be tested under its supervision.

(iv) If the Seller Installed Metering Device is found to be inaccurate by not more than 2%, any previous recordings of the Seller Installed Metering Device shall be adjusted in accordance with Section 7.2(b)(i) and, if NJTA requested the test, NJTA shall bear the cost of inspection and testing of the Seller Installed Metering Device.

(v) If the Seller Installed Metering Device is found to be inaccurate by more than 2% or if the Seller Installed Metering Device is for any reason out of service or fails to register, then (A) the Seller shall promptly cause the Seller Installed Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 7.2, and (C) the Seller shall bear the cost of inspection and testing of the Seller Installed Metering Device. If as a result of such adjustment the quantity of energy output for any period is decreased, the Seller shall reimburse NJTA for the amount paid by NJTA in consideration for the decrease, and shall bear the cost of inspection and testing of the Seller

Installed Metering Device. If as a result of such adjustment the quantity of Energy output for any period is increased, NJTA shall pay for the increase at the Energy Payment Rate applicable during the applicable Contract Year.

7.4 Invoicing Pending Metering Disputes. The pendency of a metering dispute shall not relieve the NJTA of paying invoices when due while the metering dispute is being addressed. To the extent NJTA may prevail in a metering dispute, NJTA's relief shall be a credit or offset against billing upon final disposition of the dispute, unless any such credit or offset cannot be realized because of the termination of this PPA.

ARTICLE 8. OPERATIONS AND MAINTENANCE MANUAL AND TRAINING

8.1 Operations and Maintenance Manual and Training.

(a) SEF Operations and Maintenance Manual. For each Component Part, the Seller shall provide to NJTA three (3) copies of an SEF Operations and Maintenance Manual in hard cover binders within 90 days following the Commercial Operation Date. The Seller shall review and discuss in good faith with the NJTA any aspect of the final SEF Operations and Maintenance Manual. The content of the SEF Operations and Maintenance Manual shall be consistent with the terms and provisions of this Agreement, shall be sufficiently detailed to permit the SEF to be operated and maintained by a third party reasonably experienced in solar PV systems operations and shall include at a minimum: (i) a complete set of all approved submittals including shop drawings and product literature; (ii) as built roof plans showing the final placement of all panels, combiner boxes, connections and conduit placement; (iii) as built electrical plans, including three line diagrams, and elevation drawings showing the final placement of the electrical equipment; (iv) cleaning instructions for the PV panels; (v) copies of all start-up procedure measurements; (vi) copies of all testing data and reports; (vii) troubleshooting guidelines; (viii) system maintenance schedule and procedures; and (ix) contact information for technical assistance and parts ordering. NJTA may not require any change to the SEF Operations and Maintenance Manual but may provide the Seller with comments and suggestions with respect thereto. Notwithstanding any such review and approval by and discussion with the NJTA, the preparation and timely updating of the SEF Operations and Maintenance Manual shall remain the responsibility of the Seller. Neither the review of or comment upon, nor the failure of NJTA or NJTA Project Manager to comment upon the SEF Operations and Maintenance Manual shall relieve the Seller of any of its responsibilities under this Agreement or be deemed to constitute a representation by NJTA or NJTA Project Manager that operating the SEF pursuant to the SEF Operations and Maintenance Manual will cause the SEF to be in compliance with this PPA or pertinent provisions of Applicable Law, or impose any liability upon NJTA or NJTA Project Manager. The Seller shall bear all costs and expenses of performing the duties and responsibilities set forth in the SEF Operations and Maintenance Manual. The Seller shall keep the SEF Operations and Maintenance Manual current and supply

NJTA with one unbound copy of any updates, supplements or revisions thereto. The Seller shall provide NJTA with three (3) electronic versions of the Operations and Maintenance Manual on CD ROMS.

(b) Training Manual. The Seller shall provide NJTA with three (3) copies of a training manual for operation and maintenance of the each Component Part that will include procedures to follow in the event of emergency.

(c) Training Classes. In addition, the Seller shall conduct two (2) onsite training classes, each class to be one (1) to two (2) hours in length and to accommodate five (5) to ten (10) attendees. NJTA will provide appropriate classroom space.

ARTICLE 9. SAFETY AND EMERGENCY PLANNING

9.1 Safety. Seller shall prepare a safety plan which shall be maintained in accordance with this Section (the "**Safety Plan**"). The Safety Plan shall be delivered to NJTA within 90 days following Commercial Operation Date of the first Component Part. The Seller shall maintain the safety of the SEF at a level consistent with applicable law, the Insurance Requirements, and industry standards. Without limiting the foregoing, the Seller shall at its sole cost and expense:

(a) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the SEF to (1) all employees working and persons working at the locations where the Component Parts are installed, (2) all visitors to the SEF, (3) all machinery, materials, equipment and structures, and (4) other property located at the Component Part locations including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities;

(b) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations;

(c) comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction relating to the safety of persons or property or their protection from damage, injury or loss;

(d) designate a qualified and responsible employee whose duty shall be the supervision of plant safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with federal, State, county and local officials;

(e) operate all equipment in a manner consistent with the manufacturer's safety recommendations; and

(f) make suitable plans to respond to emergencies which may occur within the parameters of the SEF, including fires or explosions.

9.2 Emergencies.

(a) Emergency Response Plan. The Seller shall prepare an emergency response plan. The plan shall be maintained in accordance with this Section, and shall: (1) provide for appropriate notifications to the NJTA and all other Governmental Bodies having jurisdiction and for measures which facilitate coordinated emergency response actions by the NJTA and all such other appropriate Governmental Bodies; (2) specifically include response measures; and (3) assure the timely availability of all personnel required to respond to any emergency (no later than three hours during nights, weekends or holidays). The Emergency Response Plan shall be provided to the NJTA within 30 days of the Commercial Operation Date of the first Component Part to achieve commercial operation. The emergency response plan shall be reviewed by the parties annually as part of the review of the annual operations and maintenance report, and updated when necessary.

(b) Emergency Action. Notwithstanding any requirement of this Agreement requiring the NJTA's approval or consent to reports or submittals, if at any time the Seller determines in good faith that an emergency situation exists such that action must be taken to protect the safety of the public or its employees, to protect the safety or integrity of the SEF or the Component Parts, or to mitigate the immediate consequences of an emergency event, then the Seller shall immediately (within three hours from receiving notification of the emergency event) take all such action it deems in good faith to be reasonable and appropriate under the circumstances. As promptly thereafter as is reasonable, the Seller shall notify NJTA of the event at an emergency phone number from a list supplied by NJTA, and the Seller's response thereto. The cost of the Seller's response measures shall be borne by the Seller.

ARTICLE 10. LOSS, DAMAGE OR DESTRUCTION OF SEF; INSURANCE; FORCE MAJEURE

10.1 SEF Loss.

(a) The Seller shall bear the risk of any SEF Loss, excluding, however, any SEF Loss caused in total or partially by the negligence or intentional misconduct of NJTA or NJTA's agents or representatives (collectively, "*NJTA's Misconduct*").

(b) In the event of any SEF Loss that, in the reasonable judgment of the Seller, results in less than total damage, destruction or loss of the SEF or Component Parts thereof, this PPA will remain in full force and effect and the Seller will, at the Seller's sole cost and expense, subject to Section 10.1(c) below, repair or replace the SEF as quickly as practicable.

(c) To the extent that any SEF Loss that, in the reasonable judgment of Seller, results in less than total damage, destruction or loss of the SEF or Component Parts thereof and is caused by NJTA's Misconduct, NJTA shall promptly upon demand therefore from the Seller pay any and all costs and expenses of such repair or replacement less any insurance proceeds received by the Seller intended to recompense the Seller for the damage, destruction or loss caused by NJTA's Misconduct. The Seller agrees to file insurance claims in the event of damage, destruction or loss to the SEF.

(d) In the event of any SEF Loss that, in the reasonable judgment of the Seller, results in total damage, destruction or loss of the SEF or Component Parts thereof, Seller shall, within twenty (20) Business Days following the occurrence of such SEF Loss, notify NJTA whether the Seller is willing, notwithstanding such SEF Loss, to repair or replace the SEF or Component Parts thereof.

(i) In the event that the Seller notifies NJTA that the Seller is not willing to repair or replace the SEF or any Component Part thereof, this PPA will terminate automatically with respect to the Component part(s) so damaged or destroyed and the Seller shall promptly remove the applicable Component part(s) from the Premises in accordance with Sections 2.1 (c) and 16.1 hereof. If the SEF Loss is caused by the negligence or misconduct of the Seller or the Seller's agents or representatives, the Seller shall be deemed to be in default of the PPA and NJTA may pursue all remedies available at law, including the recovery of damages and the recovery of attorney's fees.

(ii) In the event that the Seller notifies NJTA that the Seller is willing to repair or replace the SEF or Component part(s) thereof so damaged or destroyed, the following shall occur: (A) this PPA will remain in full force and effect, and (B) the Seller will repair or replace the SEF or Component part(s) thereof as quickly as practicable and, in addition, if such SEF Loss has been caused, in total or partially, by NJTA's Misconduct, then NJTA shall promptly upon demand therefore from the Seller pay any and all costs and expenses of such repair or replacement.

10.2 Insurance Requirements. The Seller shall secure and maintain at its own expense for the entire Term of the PPA insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey and must carry an A.M. Best Rating of A-/VII or better. Commensurate with the execution of the PPA, Seller shall furnish to NJTA a certificate(s) of insurance (together with declaration pages if requested by the NJTA) showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.

Upon request, the bidder shall furnish the NJTA with a certified copy of each policy itself, including the provision establishing premiums.

The type and minimum limits of insurance shall be:

(a) **Commercial General Liability Insurance.** The minimum limits of liability for this insurance per accident shall be as follows:

- Bodily injury and property damage
each occurrence combined single limit \$5,000,000.00
- Personal injury each occurrence \$5,000,000.00
- General Aggregate \$5,000,000.00
- Products Aggregate \$5,000,000.00
- Fire Damage Legal Liability \$100,000.00
- Medical Payments \$5,000.00

The above required Commercial General Liability Insurance shall name the NJTA, its Commissioners, officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed Commercial General Liability Policy. The insurance policy shall be endorsed to include Personal Injury, Broad Form Property Damage, Contractual Liability (including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad), Products/Completed Operations, Independent Consultants and XCU if applicable. Products/Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

(b) **Business Automobile Liability Insurance.** The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Combined Single Limit of Liability for Bodily Injury or Property Damage for any one accident: \$5,000,000.

This policy shall name the NJTA, its Commissioners, officers, employees and agents as additional insured.

- (c) **Workers Compensation and Employers' Liability Insurance.** Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an All-States endorsement or similar statement in the policy declarations, extending coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than \$1,000,000 for each accident.

Certificate and Endorsement Requirements

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the NJTA.
2. All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the NJTA.
3. With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the NJTA."

Seller shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the NJTA at its discretion may modify the above stated insurance requirements.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED ARE SPECIFIED HEREIN, THE LIABILITY OF THE SELLER SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE NJTA FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

10.3 Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this PPA and such Party (the "*Claiming Party*") gives notice and details of the Force Majeure event to the other Party as soon as practicable, this PPA will remain in effect, but the Claiming Party will be excused from the performance of its obligations under this PPA for the affected Component part(s) for a period equal to the disabling Force Majeure circumstances, together with a period of time reasonably required to remedy any damage caused by such circumstances. The Party affected by Force Majeure will use reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided, however*, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

10.4 Termination Due to Force Majeure. If a Claiming Party justifiably claims Force Majeure for a consecutive period of two (2) calendar months or longer, any Party may terminate this PPA, in whole or in part, without any liability to the Claiming Party as a result of such termination.

ARTICLE 11. EVENTS OF DEFAULT; REMEDIES

11.1 Events of Default. An Event of Default means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

(a) any representation or warranty made by such Party in this PPA is false or misleading in any material respect when made or when deemed made or repeated;

(b) the failure to perform any material covenant or obligation set forth in this PPA (except to the extent constituting a separate Event of Default), if such failure is not remedied, if capable of being remedied, within thirty (30) Business Days after receipt of written notice from the party claiming the failure and stating that the failure constitutes a default (a "*Non-Defaulting Party*"); *provided, however*, that, if (i) such failure is reasonably susceptible of being remedied within sixty (60) days after the receipt of such notice, and (ii) the Defaulting Party presents to the Non-Defaulting Party a plan the Non-Defaulting Party reasonably believes will cure such failure within sixty (60) days, and the Defaulting Party is diligently proceeding to cure such failure in accordance with such plan, then the period for cure shall be extended for such period, not to exceed sixty (60) days, as may be necessary to cure such failure;

(c) such Party becomes Bankrupt;

(d) (i) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within twenty (20) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party, or (ii) the occurrence of a default by the insurer of such Party under any insurance policy provided hereunder, if such failure is not remedied within twenty (20) Business Days after the insurer's default; or

(e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity, and the resulting, surviving or transferee entity fails to assume, effective immediately upon the effectiveness of such consolidation, amalgamation, merger or transfer, each and all of the obligations of such Party under this PPA.

11.2 Remedies for Default. The parties agree that, except as otherwise provided herein, in an Event of Default the Non-Defaulting Party shall have the right to take any action, including termination, and seek any remedy at law or in equity to enforce the payment of any damages or the performance of such other obligation hereunder. Seller acknowledges that the NJTA may enforce this PPA by an action for specific performance of Seller's obligations hereunder to design, permit, construct, test, operate and maintain the SEF on the terms and conditions provided herein. Neither party shall have the right to terminate this Agreement for cause except after an Event of Default determined in accordance with the provisions of this ARTICLE 11 shall have occurred and be continuing.

11.3 Loss of Tax Benefits. Upon breach of this PPA by the Seller or upon termination of this PPA by NJTA by reason of default by the Seller, the Seller shall lose the tax benefits set forth in Section 5 above.

11.4 Closeout Setoffs. The Non-Defaulting Party will be entitled, at its option and in its discretion, to set off, against any amounts due and owing from the other Party under this PPA, any amounts due and owing from the Defaulting Party under this PPA.

11.5 Unpaid Obligations. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises anyone or more rights and remedies available under this PPA or at law. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

11.6 Remedies Cumulative. The rights and remedies contained in this Article 11 are cumulative with the other rights and remedies available under this PPA or at law or in equity.

11.7 No Waiver in Event of Default. Pursuit of any remedy for an Event of Default by any Party shall not constitute a forfeiture or waiver of any amount due by the defaulting Party or of any damages occurring by reason of the violation of any terms, provisions or conditions of this PPA. No waiver of any Event of Default or breach of this PPA shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, or conditions of this PPA. Forbearance to enforce one or more of the remedies available upon the occurrence of an Event of Default shall not constitute a waiver of that or any subsequent Event of Default or breach.

ARTICLE 12. INVOICING AND PAYMENT

12.1 Invoicing. The Seller is responsible for invoicing the Energy produced by each Component Part to the NJTA. At the time the NJTA receives notice from Seller of the Commercial Operation Date for a Component Part, NJTA shall identify the appropriate person and office to which such invoices should be directed for that Component Part. Notice of any change in such person or office shall be provided to the Seller, notification being solely the responsibility of the NJTA, in accordance with the Notice provisions of ARTICLE 18 herein. All payments made and amounts referenced hereunder are and will be in U.S. dollars.

12.2 Payment. Payment for invoices under this PPA will be due and payable not later than thirty (30) days after receipt of the applicable invoice. NJTA shall make payment by ACH electronic funds transfer, or any other method acceptable to NJTA and Seller.

12.3 Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this PPA at any time within three (3) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the full amount of the applicable invoice or invoice adjustment (except any portions thereof that are manifestly inaccurate or are not reasonably supported by documentation, payment of which amounts may be withheld subject to adjustment as hereinafter set forth) on the applicable payment due date, except as expressly provided otherwise elsewhere in this PPA, and to give notice of the objection to the other Party. Any required payment or credit will be made within five (5) Business Days after resolution of the applicable dispute.

12.4 Netting and Setoff. The Parties may net any and all mutual debts and payment obligations that are due and owing under this PPA. Accordingly and subject to Section 12.3, all amounts owed by each Party to the other Party under this PPA, including any related damages and any applicable interest, payments or credits, may be netted such that only the excess amount remaining due will be paid by the Party that owes it. Each Party shall have the right to set off any undisputed amount due and owing to such Party from the other Party under this PPA against any undisputed amount due and owing from such Party to the other Party under this PPA.

12.5 Records and Audits. Seller shall

(a) Permit during ordinary business hours during the Term of this PPA and for a period of seven (7) years after the end of the Term, the examination and audit by the officers, employees and representatives of the NJTA of such records and books relating to the PPA.

(b) If such audit as mentioned in the preceding subparagraph (a) requires the NJTA's officers, employees and representatives to travel outside the State of New Jersey to the Seller's principal place of business where the Seller's records and books are maintained, then the Seller shall bear the additional cost of the audit.

ARTICLE 13. RESTORATION BOND

13.1 Restoration Bond: On or prior to the date of the execution of this PPA, the Seller shall provide NJTA with a restoration bond in a form acceptable to the NJTA from a surety authorized to do business in the State of New Jersey in the amount of \$500,000.00 to secure Seller's obligations to restore the Premises to its prior condition if the Seller defaults prior to the completion of construction of the SEF. In the event the Seller defaults prior to the completion of the construction of the SEF and the Commercial Operation date, the Seller may call the bond in order to remove the SEF and restore the Premises to its condition prior to the commencement of construction. The bond shall remain in place until the Seller achieves the Commercial Operation Date of the last Component Part.

ARTICLE 14. REPRESENTATIONS AND WARRANTIES; NJTA ACKNOWLEDGEMENT

14.1 Representations and Warranties of the Seller and NJTA. Seller and NJTA represent and warrant to the other Party that: (a) the execution, delivery and performance of this PPA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents or any contracts to which it is a party; (b) this PPA and each other document executed and delivered in accordance with this PPA constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other Laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court; (c) it is acting for its own account, and has made

its own independent decision to enter into this PPA, and is not relying upon the advice or recommendations of the other Party in so doing; (d) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this PPA; and (e) it understands that the other Party is not acting as a fiduciary for or an advisor to it or its Affiliates.

14.2 Additional Representations and Warranties of Seller.

(a) Generally. The Seller represents that it is experienced in the construction and installation of solar canopies and SEFs. The Seller warrants that the structures, improvements, fixtures, machinery, equipment and materials incorporated in the SEF will be new, of good quality, and in conformity in all material respects with the requirements of the RFB and the NJTA's Standard Specifications (2004) as amended and supplemented from time to time. The Seller shall obtain from all subcontractors, vendors, suppliers and other persons from which the Seller procures structures, improvements, fixtures, machinery, equipment and materials such warranties and guarantees as are consistent with industry standard engineering and construction practice in general and with respect to solar energy projects.

(b) Special Warranty. In accordance with the requirements of the RFB, the Seller shall provide a written warranty, executed by a qualified manufacturer agreeing to repair or replace PV equipment and system components that fail in materials or workmanship within a specified warranty period. Each PV module included in the SEF shall be covered by a power warranty that guarantees module power will be within ten percent (10%) of original power for the first ten (10) years of operation and will be within twenty percent (20%) of original power for the following fifteen (15) years of operation. Regardless of manufacturers' warranties, the Seller is responsible for the maintenance and operation of the SEF during the term of this PPA and, as such, shall be responsible for equipment repair and replacement as needed to maintain the operation of the SEF so as to meet its obligations under the Agreement.

14.3 Practicability of Performance. The technology and the construction practices to be employed in the design and construction of the SEF is furnished exclusively by Seller and its subcontractors pursuant to the terms of this Agreement, and Seller assumes and shall have exclusive responsibility for their efficacy. The Seller assumes the risk of the practicability and possibility of performance of the SEF Work on the scale, within the time for completion, and in the manner required hereunder, even though such performance may involve technological or market breakthroughs or overcoming facts, events or circumstances (other than Force Majeure) that may be different from those assumed by the Seller in entering into this Agreement. No impracticability or impossibility of any of the foregoing, in and of itself, shall be deemed to constitute a Force Majeure.

14.4 Patents and Licenses. The Seller owns, or is expressly authorized to use under patent rights, licenses, franchises, trademarks or copyrights, the technology necessary for the SEF Work without any known material conflict with the rights of others.

14.5 NJTA's Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. NJTA acknowledges and agrees that, for purposes of this PPA, the Seller is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code (the Bankruptcy Code) and NJTA agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein NJTA is a debtor.

ARTICLE 15. INDEMNITY

15.1 Indemnity: Seller agrees to defend, indemnify and save harmless the NJTA, its Commissioners, officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Seller or the NJTA, resulting from any act or omission or willful misconduct of the Seller or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of the PPA. In the event that the Seller fails to defend, indemnify and save harmless the NJTA, its Commissioners, officers, employees, and agents, and each and every one of them, in accordance with this Section, any money due to the Seller under and by virtue of the contract as shall be considered necessary by the NJTA may be retained by the NJTA and held until any and all liabilities shall have been settled and suitable evidence to that effect furnished to the NJTA. The obligations in this Section shall survive the termination, expiration or rescission of the contract.

ARTICLE 16. RESTORATION OF PREMISES

16.1 If the parties do not agree to an extension of the PPA, at the expiration of the PPA, the Seller shall remove the SEF and shall restore the Premises to its prior condition, subject to reasonable wear and tear.

16.2 Disposition of Solar Energy Generating System at Expiration of Term. (a) Removal and Restoration. The Parties hereby agree that the SEF shall remain the personal property of Seller notwithstanding the method or mode of installation or attachment to real property. Seller shall have an obligation within three (3) months after the expiration or termination of this Agreement to remove the equipment and personal property constituting the SEF (unless purchased by the NJTA pursuant to Section 16.6 hereof) and is hereby granted such rights of use and access as may be necessary to complete such removal.

(b) **Surface Restoration.** Upon expiration or termination of this Agreement, Seller shall restore the Premises to their condition at the execution of the Agreement, or if improved during the Term, to the condition when such improvement was made, normal wear and tear excepted.

16.3 No Adjustment of Amounts or Obligations on Account of Change in Federal or State Income Tax Law Affecting Ownership. Except as set forth otherwise in this Agreement, there shall be no adjustment of any obligation of Seller hereunder on account of (a) any change in any provision of federal or State income tax law pertaining to the ownership of the SEF made or to take effect after the Effective Date which affects Seller (including, without limitation, provisions thereof allowing tax credits or deductions and establishing income tax rates), notwithstanding any assumptions made by Seller in entering into this Agreement as to the provisions of federal or State income tax law which would be applicable to this transaction or their effect on Seller or its Affiliates; (b) any administrative or judicial determination that is adverse to Seller as to ownership of the SEF for federal or State income tax purposes for any reason, including without limitation any term or provision of this Agreement; or (c) any inability of Seller or any of its Affiliates, or any other person, to fully utilize any benefits of ownership of the SEF or tax credits under the Internal Revenue Code which may be available under federal or State income tax law.

16.4 Copyright and Patent Obligations. Seller shall pay all royalties and license fees that may be required for the methodology, techniques, and other intellectual property, in connection with operating the SEF.

ARTICLE 17. CONFIDENTIALITY

17.1 Confidentiality. Neither party will use any Confidential Information for any purpose except such Party's performance under this PPA. Furthermore, neither Party will disclose any Confidential Information to any third party (other than (and then only for purposes permitted by this PPA) the Party's or the Party's Affiliates' officers, employees, lenders, counsel, accountants or advisors (collectively, Representatives) who have a need to know such information for the purposes permitted by this section and who have agreed to keep such terms confidential or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein) except in order to comply with the requirements of any applicable law, including the requirements of the New Jersey Open Public Records Act, or any exchange, control area or independent system operator rule, tariff or agreement or in connection with any judicial or regulatory proceeding or request by a Governmental Entity; provided, however, that each party will use reasonable efforts to prevent or limit any such disclosure. "*Confidential Information*" means any nonpublic confidential or proprietary information of a Party or its Affiliates or any of its or their Representatives relating to this PPA and the SEF and revealed to the other Party or its Affiliates or any of its or their Representatives during the Term. The obligations of the Parties under this Article will survive for a period of two (2) years from and after the termination of the Transaction to which any Confidential Information relates.

ARTICLE 18. NOTICES

18.1 Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing except where this PPA expressly provides that notice may be made orally. Notices required to be in writing will be delivered by hand delivery or overnight delivery. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. When notice is permitted to be provided orally notice by telephone will be permitted and will be deemed to have been received at the time the call is received. A party may change its address by providing notice of the same in accordance with the provisions of this section.

NJTA: New Jersey Turnpike Authority
 581 Main Street
 P.O. Box 5042
 Woodbridge, New Jersey 07095
 Attention:

With a copy to the General Counsel at the above address.

Seller:

ARTICLE 19. ASSIGNMENT; BINDING EFFECT

19.1 Assignment; Binding Effect.

(a) the Seller shall not, assign, pledge or transfer all or any part of, or any right or obligation under this PPA to any third party, including any party that acquires some or all or substantially all of the Seller's assets, except under the following circumstances:

(i) Seller may assign, pledge or transfer all or any part of, or any right or obligation under this PPA to its lenders for security purposes in connection with any financing or other financial arrangements regarding the SEF;

(ii) Seller may assign, pledge or transfer all or any part of, or any right or obligation under this PPA to a third party provided that (a) Seller provides such financial information to NJTA as reasonably required for NJTA to determine in its reasonable judgment that the credit worthiness of the proposed assignee is equal to or greater than that of Seller; (b) Seller discloses to NJTA the terms of the assignment; and (c) NJTA consents in writing to the release of Seller, which consent shall not be unreasonably withheld or delayed,

(b) Subject to the foregoing restrictions on assignment, this PPA will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.2 Cooperation with Financing. NJTA acknowledges that the Seller may be financing the construction of the SEF and NJTA agrees that it shall reasonably cooperate with the Seller and its financing parties in connection with such financing for the SEF, including the furnishing of such information and providing such opinions of counsel and other matters as Seller and its financing parties may reasonably request; *provided, however*, that the foregoing undertaking shall not obligate NJTA to materially change any rights or benefits, or materially increase any burdens, liabilities or obligations of NJTA, under this PPA (except for providing notices and additional cure periods to the financing parties with respect to Events of Default with respect to the Seller as a financing party may reasonably request, accepting cure of a default by the financing party as though it were by the Seller, executing estoppel certificates in a form satisfactory to NJTA, and agreeing to enter into an agreement with the financing party substantially similar to this PPA in the event the Seller is determined to be Bankrupt).

ARTICLE 20. LEGAL REQUIREMENTS

20.1 **Prevailing Wage Act:** The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq., is hereby made a part of this PPA. Seller guarantees that neither it nor any subcontractors it might employ to perform the work covered by the contract has been suspended or debarred by the New Jersey Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Act. Seller guarantees that both it and any subcontractors it might employ to perform the work covered by the contract will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

20.2 **Public Works Contractor Registration Act:** The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for “public work,” as defined in N.J.S.A. 34:11-56.26, to be first registered with the Department of Labor and Workforce Development. No vendor or subcontractor, including lower tier subcontractors, shall engage in the performance of any public work subject to the contract unless they are registered pursuant to this Act. Seller has provided to the NJTA a valid copy of its Public Works Contractor Registration Certificate and valid copies of the registration certificates for all subcontractors listed in the bid. The certificate(s), or certified facsimile(s) of the certificate, shall be maintained at the worksite and shall be made readily available for inspection at any time.

20.3 Division of Revenue Registration: Pursuant to the terms of N.J.S.A. 52:32-44, Seller shall provide to the NJTA proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into this PPA. No agreement shall be entered into by the NJTA unless the Seller first provides proof of a valid business registration. In addition, Seller is required to obtain from any subcontractor used to provide goods or services under the PPA proof of valid business registration with the Division of Revenue. No sub consultant agreement shall be entered into unless the sub consultant first provides proof of valid business registration to Seller.

20.4 Employment Requirements. The following requirements shall apply to the PPA:

Seller and/or its general contractor or subcontractors, 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, Seller and/or its general contractor or subcontractors 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 Seller and/or its general contractor or subcontractors 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.

Seller and/or its general contractor or subcontractors, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, 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.

Seller and/or its general contractor or subcontractors, where applicable, 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 Seller's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Seller and/or its general contractor or subcontractors, 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, Seller and/or its general contractor or subcontractors 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 Department of Labor and Workforce Development, Construction EEO Monitoring Program ("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 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 Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.2. Seller agrees that a good faith effort shall include compliance with the following procedures:

(A) If the Seller and/or its general contractor or subcontractors 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 to 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 the affording equal employment opportunities consistent with 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 applicable employment goal.

(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 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 contractor or subcontractor shall interview the referred minority or woman 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 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 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 Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women minorities from 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 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 Monitoring Program and submitted promptly to the 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 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 Monitoring Program an initial project workforce report (Form AA 201) provided to the public agency by Monitoring Program 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 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 Monitoring Program as may be requested by the Division 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 Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

20.5 Americans with Disabilities Act Of 1990. The Seller agrees that Title 11 of the Americans with Disabilities Act of 1990 ("the Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this Agreement. In providing any aid, benefit, or service on behalf of NJTA pursuant to this PPA, the Seller agrees that the performance shall be in strict compliance with the Act. In the event the Seller, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Seller shall defend NJTA in any action or administrative proceeding commenced pursuant to this Act. The Seller shall indemnify, protect, and save harmless NJTA, its commissioners, agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violations.

ARTICLE 21. MISCELLANEOUS

21.1 Governing Law. This PPA will be governed by the Laws of the State of New Jersey, without giving effect to principles of conflicts of laws.

21.2 Entire Agreement; Amendments. This PPA (including the exhibits, any written schedules, supplements or amendments), the RFB and the Seller's Response to the RFB, constitute the entire agreement between the Parties, and shall supersede any prior oral or written agreements between the Parties, relating to the subject matter hereof. Except as otherwise expressly provided in this PPA, any amendment, modification or change to this PPA will be void unless in writing and executed by both Parties.

21.3 Non-Waiver. No failure or delay by either Party in exercising any right, power, privilege, or remedy hereunder will operate as a waiver thereof. No waiver by either party of a breach of any term or provision contained herein shall be effective unless in writing and signed by the waiving party. No consent by either party to or waiver of a breach by either Party, whether express or implied, shall be construed to operate as or constitute a consent to waiver of, or excuse of any other or subsequent or succeeding breach by either Party.

21.4 Severability. If any part, term, or provision of this PPA is determined by an arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality or enforceability of any other part, term, or provision of this PPA, and shall not render this PPA unenforceable or invalid as a whole. Rather, the part of this PPA that is

found invalid or unenforceable will be amended, changed, or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legally enforceable, and valid provision that is as similarly in tenor to the stricken provision, within the limits of Applicable Law, and the remainder of this PPA will remain in full force.

21.5 No Third Party Beneficiaries. Nothing in this PPA will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

21.6 Relationships of Parties. The Parties are independent entities, and will not be deemed to be partners, joint venturers or agents of each other for any purpose unless expressly stated otherwise herein.

21.7 Counterparts. This PPA may be executed in several counterparts, each of which is an original and all of which together constitute one and the same instrument. A signature on a copy of this PPA received by either Party by facsimile transmissions is binding upon the other Party as an original.

21.8 Further Assurances. The Parties shall at their own cost and expense do such further acts, perform such further actions, execute and deliver such further or additional documents and instruments as may be reasonably required or appropriate to consummate, evidence, or confirm the agreements and understandings contained herein and to carry out the intent and purposes of this PPA as permitted by law.

21.9 General Interpretation. The terms of this PPA have been agreed to by the Parties and the language used in this PPA shall be deemed to be the language chosen by the Parties to express their mutual intent. This PPA shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument of any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the PPA. No rule of strict construction will be applied against any person.

21.10 Personal Liability. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Seller agrees that neither the members of the NJTA nor any officer, agent or employee of the NJTA shall be personally charged by the Seller with any liability.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Power Purchase Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE
AUTHORITY**

Sheri Czajkowski
Assistant Secretary

By: _____
Veronique Hakim
Executive Director

[Corporate Seal]

Approved by the Law Department

_____.

ATTEST:

[COMPANY].

[Name]
[Title]
[Corporate Seal]

By: _____
[Name]
[Title]

EXHIBIT A

MINIMUM ENERGY OUTPUT REQUIREMENT FOR EACH SEF

Year	Expected Performance Output*	Minimum Energy Output
1		596,115
2		596,115
3		596,115
4		596,115
5		596,115
6		596,115
7		596,115
8		596,115
9		596,115
10		596,115
11		529,880
12		529,880
13		529,880
14		529,880
15		529,880

Annual Degradation Factor: % per Operational Year

* Actual Expected Performance Output will be based on the SEF's "as built" specification. Accordingly, the figures in the table above are for illustration purposes only and this Exhibit B will be amended by the parties within 60 days of the Commercial Operation Date.

** The first two Contract Year period for which the Adjusted Minimum Energy Output Requirements apply shall commence on the Commercial Operation Date of the final solar photovoltaic system installed pursuant to the PPA.

If the Seller fails to meet the Adjusted Minimum Output Requirement during any of the specific three Contract Year periods set forth in Section 3.5, the Seller will pay NJTA an amount equal to NJTA's "Reduced Savings" for such three year period as calculated below.

$$RS = (AGM - AS) \times PD$$

where:

RS = Reduced Savings

AGM = Adjusted Guaranteed Minimum Output Requirement as measured

in total kWh for the three year period

AS = Actual supplied electricity as measured in total kWh at the Seller Installed Metering Device for the three year period.

PD = Price difference between the average Utility Rate and the average

Energy Payment Rate for the three year period.

If PD is zero or less, then no Reduced Savings payment is due to NJTA.

EXHIBIT B

Construction Schedule

TO BE INSERTED WHEN AGREEMENT IS EXECUTED

APPENDIX D

STATEMENT OF BIDDER AND PROJECT TEAM'S QUALIFICATIONS

The Bidder hereby submits the following information demonstrating its project teams past experience in the solar power industry and availability to provide the Services in accordance with the Request for Bids. If said qualifications and submittals are not included with the bid, it will be rejected.

Minimum Qualifications

1. Bidders must be prequalified under **New Jersey Department of Treasury, Division of Property Management and Construction** Classifications C035 Solar Energy Systems and C047 Electrical, over \$5,000,000 prior to receipt of bids (attach relevant documents).

2. Successful experience in at least three (3) comparable Component Part installations over 500 kw each and a minimum of 5 MW total experience. Furnish a list of jobs and locations, with contact name and phone number for these references in the bid. Include in list the following information:

- Name and Address of Facility, with contact name and phone number
- Period of Operation
- PV System Size

3. The bidder or its project team members shall have a minimum of three years' experience in the implementation, construction, operation, and maintenance of comparable sized solar PV facilities and shall include a reference list, with contacts, that documents this experience as part of their bid. Include in list the following information:

- Name and Address of Facility, with contact name and phone number
- Period of Operation
- PV System Size

Maintenance experience shall include a fully staffed and equipped maintenance and repair operation with the ability to provide emergency restoration service within 24-hours.

APPENDIX D (Cont'd)

4. The bidder will have arranged required financing in excess of \$5,000,000, providing reasonable assurance that Bidder has the financial wherewithal to complete the Project. Bidder shall attach copies of pre-approved financing, a financing term sheet, and/or financial documents (including audited accounting statements) demonstrating that Bidder has sufficient financial resources or has taken commercially reasonable steps to secure funding sufficient to complete the Project. Bidders shall provide copies of financial statements for three (3) prior years.

5. Identify PPAs that Bidder has entered into relating to solar PV systems comparable to the PV System included in the Project.

6. List of major equipment available for this PPA and Project.

7. List present comparable contracts presently underway.

8. List any default experience on previous contracts within the past 10 years.

APPENDIX D (Cont'd)

(This form must be completed and submitted with Bid, one form for each entity if a joint bid or joint venture. The form must be completed by the Bidder, and for all subcontractors identified in the Bidder's response to the RFB)

Attach separate sheets wherever necessary to properly answer questions.

Submitted by **Business/Firm Name:** _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX E

**TECHNICAL SPECIFICATIONS CONSIST OF ELECTRICAL SPECIFICATIONS,
GEOTECHNICAL ENGINEERING INVESTIGATION REPORT, AND
STRUCTURAL CALCULATIONS.**

**REFER TO THE AUTHORITY’S WEBSITE FOR THE “RFB” AND THE
“INSTRUCTION TO BIDDERS” AT:**

<http://www.state.nj.us/turnpike/purchasing.html>

AND

TECHNICAL SPECIFICATIONS ARE AVAILABLE FOR PURCHASE AT:

<http://www.JobsiteOnLine.com/imsite/PlanLink.asp?p=21290>

ELECTRICAL SPECIFICATIONS DIVISION 26 DATED MAY 2012

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Section	Section Title	Date
260100	Electrical General Requirements	May, 2012
260300	Tests	May, 2012
260500	Basic Electrical Materials and Methods	May, 2012
260519	Low-Voltage Electrical Power Conductors and Cables	May, 2012
260526	Grounding and Bonding For Electrical Systems	May, 2012
260529	Hangers And Supports For Electrical Systems	May, 2012
260533	Raceways For Electrical Systems	May, 2012
260543	Underground Ducts For Electrical Systems	May, 2012
260548	Vibration And Seismic Controls For Electrical Systems	May, 2012
260553	Identification For Electrical Systems	May, 2012
260923	Lighting Control Devices	May, 2012
261300	Boxes for Electrical Systems	May, 2012
262200	Low-Voltage Transformers	May, 2012
262413	Circuit breaker Switchboards	May, 2012
262416	Panel boards	May, 2012
262726	Wiring Devices	May, 2012
262816	Enclosed Switches And Circuit Breakers	May, 2012
263100	Photovoltaic Energy Equipment	May, 2012

GEOTECHNICAL ENGINEERING INVESTIGATION REPORT REVISED MAY 15, 2012

STRUCTURAL CALCULATIONS DATED SEPTEMBER 20, 2012

APPENDIX F

STATE BUILDINGS PROJECT TRANSMITTAL LETTER

RELEASE FROM NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

DATED JULY 11, 2012

RECEIVED

JUL 16 2012

(By M & E Dept.)
Paulus, Sokolowski, and Rarler, LLC
Consulting Engineers



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 817
TRENTON, NJ 08625-0817

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD F. CONSTABLE, III
Commissioner

Via U.S. Mail
PO Box 817
Trenton, NJ 08625-0817

Other Delivery Services
101 South Broad Street
Trenton, NJ 08608

STATE BUILDINGS PROJECT TRANSMITTAL LETTER

DATE: 7-11-12

Project No.: 9138-12

TO: NJ Turnpike Authority
581 Main Street
Woodbridge, NJ 07095

Project Name: NJTA – Telegraph Hill
South Carport
Photovoltaic System

ATTENTION:

WE TRANSMIT THE FOLLOWING:

- 1. Request for () additional sets of documents for release (see attached list)
- 2. Partial Release(s)** Limited Partial Release(s) Amended Release(s)
- 3. The attached items that appear to be at variance with the New Jersey Uniform Construction Code, and the Succodo(s) indicated below. For the Bureau to complete the plan review, please submit a letter with ___ () set of signed and sealed revised drawings for the subject discipline, or additional information that indicates code compliance.

REFERENCING THE FOLLOWING SUBCODE(S):

- | | | |
|---|--|--|
| <input type="checkbox"/> Fire-Fndtn/IBC 2009 | <input type="checkbox"/> Fire/IBC, NFPA | <input type="checkbox"/> Rehabilitation/UCC 5:23-6 |
| <input checked="" type="checkbox"/> Structural/IBC 2009 | <input type="checkbox"/> Plumbing/NSPC 2009 | <input type="checkbox"/> Barrier Free/UCC 5:23-7 |
| <input type="checkbox"/> Ext. Ddg./IBC 2009 | <input type="checkbox"/> Mechanical/IMC 2009 | <input type="checkbox"/> Elevator/ASME A17.1 |
| <input type="checkbox"/> Int. Bldg./IBC 2009 | <input type="checkbox"/> Electrical/NEC 2008 | <input type="checkbox"/> Other |

FOR YOUR: Review and comment Information

ENCLOSED ARE:

- Released plans, ___ sets.
- Released specs, ___ sets.

Remarks: Follow Comment Letter for required structural documentation.

Should you have any questions regarding this transmittal, please contact the undersigned code official at (609) 984-7865.

Charles A. Constantine
Construction Official

PROJECT REVIEW COMMENTS

**Project: NJTA – Telegraph Hill South Carport
Photovoltaic System**

Project Number: 9138-12

Date: 7-11-12

This review was done in accordance with the *Uniform Construction Code, International Building Code 2009*.

<u>Item#</u>	<u>Code/Section</u>	<u>Comment</u>
--------------	---------------------	----------------

1. Please address comments independent of all other sub-codes and when responding to comments, submit a written response and show on plans where changes have been made, i.e. clouding.

2. N.J.A.C.5:23-2.15(f)1.

The Department has reviewed the submission and will grant a Foundation "Only" Release of the Project at this time. When the Structural is available for the Carport Superstructure, Purlins, and Solar Panel's submit for review and approval of the structural (Allow Twenty Days for Structural Review).

3. N.J.A.C.5:23-2.15(f)1.

The following Conditional Approval Note will be placed on the Foundation "Only" Released Drawings by the Department:

"Released to Field: Installation and approval of the following:

- Mounting Invertor(s) to Concrete Pad(s)
- Mounting Service Panel to Concrete Pad
- Relocation/Installation of Existing Bus Shelter
- Permanent Chain Link Fence(s) (as applicable)
- Proposed Temporary Bus Shelters (Temporary Structures are only permitted for 180 days. Shelters must be secured to ground by acceptable anchorage. If shelters are to be used longer than 180 days a permanent footing system must be provided.)

Note: The Design Professional of Record will be responsible for providing the Department's Field Personnel with a 1 requested (if any) signed and sealed documentation and/or manufacturer's certifications (as applicable). The Department's Field Personnel will have final say on all approvals."

4. N.J.A.C.5:13-2.15(f)1.

The following Conditional Approval Note will be placed on the Foundation "Only" Released Drawings by the Department:

The Design Professional of Record will be responsible for providing signed and sealed calculations and two (2) sets of signed and sealed plans for approval prior to installation, for:

- Carport Superstructure
- Purlins

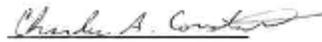
- Solar Array

Note: Do not pre-empt mail; send as one complete structural package. The Design Professional of Record is responsible for all coordination between vendors supplying above documentation to allow enough time to acquire all parts so it can be bundled into one structural review package.

If the cast-in-place concrete is to be provided by other than the Design Professional of Record, the Design Professional of Record shall provide a letter stating he/she has reviewed the drawings and takes no exceptions. In addition, the letter shall also state the foundation system as designed and constructed requires no upgrades or modifications.

Note: If modifications or upgrades are later required to the foundation system, the Design Professional of Record will be responsible for submitting amended plans (amended review fees apply).

No installation is granted for the structural items above until the Department receives, reviews, and approves plans.


Charles A. Constantine
Construction Official

Page 2 of 2

END

NEW JERSEY TURNPIKE AUTHORITY

P.O. Box 5042
581 Main Street
Woodbridge, New Jersey 07095
Tel. – 732-750-5300
Fax – 732-750-5399

INSTRUCTIONS TO BIDDERS - 2011

THIS DOCUMENT HAS BEEN RECENTLY REVISED

**PLEASE READ THE INSTRUCTIONS CAREFULLY
BEFORE SUBMITTING YOUR BID**

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**INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS
STANDARD TERMS AND CONDITIONS**

The following Standard Terms and Conditions apply to all contracts, purchase agreements or purchase orders with the New Jersey Turnpike Authority unless specifically stated otherwise in the Invitation to Bid/Request for Bids (“RFB”). Bidders are hereby notified that all Terms and Conditions contained herein will become a part of any contract(s) awarded or order(s) placed as a result of any RFB fully and to the same extent as if copied at length therein. In the case of a conflict between these general Terms and Conditions and the specific provisions of the RFB, the RFB shall control. Failure to comply with each and every one of the below Terms and Conditions, as well as the specific requirements set forth in the RFB, may be grounds for rejection of the bid.

I. DEFINITIONS

The following definitions will be a part of any RFB issued by the New Jersey Turnpike Authority, and any contract(s) awarded or order(s) placed as a result of such documents.

- a. “Authority” shall mean the New Jersey Turnpike Authority.
- b. “Bidder” shall mean any potential vendor submitting a response to an RFB issued by the Authority.
- c. “Contract” shall mean the RFB (including these Standard Terms and Conditions), the response thereto submitted by the bidder, and the Authority’s Notice of Award.
- d. “Director” shall mean the Director of Procurement and Materials Management Department of the Authority.
- e. “Vendor” shall mean the successful bidder who is awarded the contract at issue.

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

A. DIVISION OF REVENUE REGISTRATION-Pursuant to the terms of N.J.S.A. 52:32-44, bidders are required to submit to the Authority proof of valid business registration with the New Jersey Division of Revenue in the Department of Treasury, prior to entering into a contract with the Authority. No contract shall be entered into by the Authority unless the bidder first provides proof of valid business registration. In addition, bidders are required to provide to the Authority proof of valid business registration with the Division of Revenue for any and all subcontractors that will be used to provide goods or services under the contract. A copy of the bidder’s and any subcontractor’s valid Certificate of Registration should be included with the bid submission and must be in effect prior to the contract award.

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609)-292-9292 or/online: <http://www.nj.gov/treasury/revenue/forms/njreg.pdf>

- B. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE-** Bidders must agree not to discriminate in employment and are required to comply with all applicable anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127. The mandatory language required by P.L. 1975, c. 127, as set forth in Exhibit A, shall be deemed a material term of any and all contracts, purchase agreements, and purchase orders entered into by the Authority. Bidders must acknowledge their agreement with the terms set forth in Exhibit A by signing where indicated and returning the exhibit with the bid. In addition, Bidders must affirmatively demonstrate compliance with P.L. 1975, c. 127 by submitting with the bid the completed Affirmative Action Information Sheet, set forth in Exhibit B, and any required attachments.
- C. STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM-**Bidders who are corporations or partnerships must comply with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, by completing the Stockholder/Partnership Disclosure Form, set forth in Exhibit C, and submitting it with the bid. Failure to do so shall result in rejection of the bid.
- D. POLITICAL CONTRIBUTIONS COMPLIANCE-**To be eligible for an award, bidders must comply with the requirements of P.L. 2005, c. 51, N.J. S.A. 19:44A-20.13 et seq., and with the requirements of Executive Order 117 (Corzine). No award may be made to a bidder who has not complied with these laws regarding political contributions. A more detailed explanation of these requirements is set forth in Exhibit D.

1. ADDITIONAL DISCLOSURE REQUIREMENTS OF P.L. 2005, C. 271

Bidders are advised of their responsibility to file annual disclosure statements on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3, if they receive contracts in excess of \$50,000 from any public entity in a calendar year. It is the bidder's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Bidders must include with their bid a statement acknowledging this requirement, on the form set forth in Exhibit E.

Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

- E. PREVAILING WAGE ACT-**The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq., is hereby made a part of every contract entered into on behalf of the Authority, except those contracts which are not within the contemplation of the Act. The bidder's signature on its bid is its guarantee that neither it nor any subcontractors it might employ to perform the work covered by the contract has been suspended or debarred by the New Jersey Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Act. The bidder's signature on its bid is its guarantee that both it and any subcontractors it might employ to perform the work covered

by the contract will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

F. PUBLIC WORKS CONTRACTOR REGISTRATION ACT-The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for “public work,” as defined in N.J.S.A. 34:11-56.26, to be first registered with the Department of Labor and Workforce Development. No vendor or subcontractor, including lower tier subcontractors, shall engage in the performance of any public work subject to the contract unless they are registered pursuant to this Act. Bidders shall submit with their bid a valid copy of their Public Works Contractor Registration Certificate and valid copies of the registration certificates for all subcontractors listed in the bid. If an expired Certificate is included with the bid, a copy of a renewal application submitted and filed with the Department of Labor and Workforce Development must be included with the bid submission. The certificate(s), or certified facsimile(s) of the certificate, shall be maintained at the worksite and shall be made readily available for inspection at any time.

Any questions regarding this requirement should be directed to the Division of Wage and Hour Compliance, Department of Labor and Workforce Development at (609) 292-9464.

G. FOREIGN CORPORATION-If applicable, the bidder shall register as a “Foreign Corporation” with the Secretary of the State of New Jersey, designating a resident agent for the service of process. Written proof of such registration must be included with the bid submission.

H. SMALL BUSINESS ENTERPRISE SET-ASIDE CONTRACT FOR GOODS AND SERVICES
It is the policy of the Authority that small business enterprises (“SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) in the Department of the Treasury in N.J.A.C. 12A:10A-1 et seq. have the opportunity to compete for and participate in the performance of contracts and subcontracts for construction and for the purchase of goods and services. The Authority further requires that its contractors / vendors agree to take all necessary and responsible steps, in accordance with N.J.A.C. 52:32-17 et seq. and N.J.A.C. 17:14-1.1 to ensure that SBE’s have these opportunities, as an aid in meeting the commitment of its SBE Programs. When applicable the Authority will designate the contract as a SBE Set-Aside Contract. In such cases requests for bid proposals shall be confined to businesses registered with the Division as an SBE in either Category 1,2,or 3. Bid proposals from businesses not designated as an SBE, when applicable, will be rejected.

I. CODE OF ETHICS: Bidders are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a bid, bidders agree to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

- J. VENDOR LOCATION DISCLOSURE**-Pursuant to N.J.S.A. 52:34-13.2, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. Executive Order 129 (McGreevey) requires all bidders to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Bidders must include with their bid a completed Vendor Disclosure Form, attached hereto as Exhibit G.
- K. SET-OFF FOR OUTSTANDING TAX LIABILITY**-Bidders are advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, the State of New Jersey has the right to set-off any tax indebtedness from payments made under contracts with the Authority. The State's rights are explained in more detail in Exhibit H, attached. Bidders must include with their bid a signed copy of Exhibit H acknowledging that they have received notice of the State's right of set-off.
- L. MSDS REQUIREMENTS**-Any vendor, supplier, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer's most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to N.J.A.C. 8:59-2.2(i).
- M. LABELING REQUIREMENTS**-Any vendor, supplier or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, N.J.S.A. 34:5A-1 et seq., or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.
- N. VOC REQUIREMENTS**-Any architectural coating, as defined by N.J.A.C. 7:27-23.2, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection's Volatile Organic Compounds in Consumer Products (VCC) regulations, N.J.A.C. 7:27-23.1 et seq.
- O. COMPLIANCE WITH STATE AND FEDERAL LAWS**-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.
- P. SAFETY & HEALTH REQUIREMENTS**-The goods, services and/or equipment provided through the contract at issue shall be so designed and installed to meet all applicable federal and state safety and health regulations and national consensus standards including, but not limited to US DOL-OSHA, NJ LWD-PEOSHA, NFPA and ANSI standards
- Q. CHOICE OF LAW**-It is agreed and understood that any contract entered into and/or purchase orders placed as a result of any RFB issued by the Authority shall be governed and construed and the

rights and obligations of the parties thereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

III. BID PREPARATION

A. BID SUBMISSION-Unless the Authority has made provision for bids to be submitted online, bids must be submitted in paper format, in ink or typewritten. If space is provided on the RFB for bid details, bids must be submitted using that document. Paper bids must be signed and returned in a sealed envelope addressed to the New Jersey Turnpike Authority with the bid opening date, time and bid identification on the outside of the envelope. Bidders shall state on such form a unit price for each item, and extend such unit price by multiplying same by the indicated quantities on the bids solicited by the Authority.

All bids must be received in the Authority's Procurement and Materials Management Department on or before the date and time specified on the RFB. Bids received after the time indicated shall be rejected and returned to the bidder(s) unopened after being processed in accordance with established Authority procedures. The Authority will not be responsible for late postal or delivery service.

B. CORRECTIONS-Any correction of an entry made on the bid should be initialed by a duly authorized representative of the bidder. If the total price is found to be incorrectly computed, discrepancies will be corrected by the Authority on the basis of the written unit prices, and determination of the low bidder will be made on the basis of the correct total price so determined.

C. BID PRICES-All prices quoted shall be firm and not subject to increase during the term of the contract, unless otherwise specified in the RFB. Prices shall include transportation and delivery to the site designated by the Authority in the RFB. All delivery charges shall be borne by the vendor.

D. PAYMENT TERMS-The bidder shall state the terms, if any, requested for the Authority to make payment within a certain period of time after receipt of the bidder's invoice.

E. ALTERNATES-All items are to be quoted as specified in the RFB or as an approved equivalent. In those cases when an alternate product is offered, it is the bidder's responsibility to provide detailed specifications, brand, make and model of the alternate offered, in the bidder's response/bid submission. In the event a bidder fails to take exception to the published bid specifications, the Authority shall evaluate the bid as offering the specified product/service. The Authority shall determine, at its sole discretion, if any alternate product offered is acceptable as an approved equivalent.

In the event the Authority specifies a model number or item that has been replaced/superseded by another model number or item, the bidder may quote the replacement item as an alternate. In this case, the bidder must specify the manufacturer and model number of the replacement item on the response/bid submission and must supply detailed descriptive literature and/or prints with that submission. The Authority will evaluate the proposed item to determine, in its sole discretion, whether it is an approved equivalent.

IV. BIDDER GUARANTEES

- A. WARRANTY-**The bidder hereby represents and warrants that the equipment offered is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and none likely to be discontinued; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

The bidder shall unconditionally guarantee all new equipment for a term of one year from time of acceptance by the Authority unless specified otherwise in the RFB, and shall render prompt service of such equipment without charge, regardless of geographic location. The bidder shall maintain sufficient quantities of parts necessary for proper service to equipment at distribution points and service headquarters.

- B. BID SURETY-**Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to insure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.
- C. CONTRACT BOND-**The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.
- D. NON-COLLUSION-** The bidder's signature on its bid is its guarantee 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 referenced contract; and that all statements contained in the bid and any additional statements requested by the Authority are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained therein in awarding the contract.

The bidder's signature on its bid is its guarantee, in accordance with N.J.S.A. 52:34-15, 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 the bidder for the purpose of securing business.

V. INSURANCE AND INDEMNIFICATION

A. INSURANCE-The bidder shall procure and maintain at its own expense for the entire term of the contract insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amounts hereinafter provided. All insurance companies used must be authorized to do business in the State of New Jersey and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the bidder shall furnish to the Authority a certificate(s) of insurance (together with declaration pages if requested by the Authority) showing that it has complied with this Section. All certificate(s) and notices of cancellation or change shall be mailed to: Director, Procurement and Materials Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095. Upon request, the bidder shall furnish the Authority with a certified copy of each policy itself, including the provision establishing premiums.

The type and minimum limits of insurance shall be:

1. **Commercial General Liability Insurance.** The minimum limits of liability for this insurance per accident shall be as follows:

- Bodily injury and property damage
each occurrence combined single limit \$2,000,000.00
- Personal injury each occurrence \$2,000,000.00
- General Aggregate \$2,000,000.00
- Products Aggregate \$2,000,000.00
- Fire Damage Legal Liability \$100,000.00
- Medical Payments \$5,000.00

The above required Commercial General Liability Insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed Commercial General Liability Policy. The insurance policy shall be endorsed to include Personal Injury, Broad Form Property Damage, Contractual Liability (including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad), Products/Completed Operations, Independent Consultants and XCU if applicable. Products/Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

2. **Business Automobile Liability Insurance.** The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Combined Single Limit of Liability for Bodily Injury or Property Damage for any one accident: \$2,000,000.

This policy shall name the Authority, its Commissioners, officers, employees and agents as additional insured.

3. **Workers Compensation and Employers' Liability Insurance.** Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an All-States endorsement or similar statement in the policy declarations, extending coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than \$1,000,000 for each accident.

4. **Certificate and Endorsement Requirements**

Each of the above required policies shall contain the endorsements as stated below:

- (a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.
- (b) All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.
- (c) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

The vendor shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

Due to future changes in economic financial and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE BIDDER ARE SPECIFIED HEREIN, THE LIABILITY OF THE BIDDER SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

B. INDEMNIFICATION-Vendor agrees to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the vendor or the Authority, resulting from any act or omission or willful misconduct of the vendor or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of the contract. In the event that the vendor fails to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents, and each and every one of them, in accordance with this Section, any money due to the vendor under and by virtue of the contract as shall be considered necessary by the Authority may be retained by the Authority and held until any and all liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the contract.

C. PATENT INDEMNIFICATION-The vendor hereby agrees that it will indemnify, defend and save harmless the Authority, its Commissioners, officers, agents and servants from all suits, actions, claims and judgments of any kind or character whatsoever for infringement of patent, trademark or copyright regarding the items bid herein that may be brought by any person, corporation or firm.

VI. DELIVERY REQUIREMENTS

A. DELIVERY DATE-A FIRM delivery date must be stated on the bid. Statements such as "stock" or "immediate" are not acceptable. Where the RFB calls for delivery within a specified time, it shall be indicated in the bid whether delivery will be made within the time specified.

B. F.O.B.-Price shall include delivery to the Authority F.O.B. destination, freight paid to any destination on the New Jersey Turnpike or Garden State Parkway. No additional charge will be allowed for any transportation cost resulting from partial shipments made at vendor's convenience when a single shipment is ordered. Prices quoted are firm throughout the term of the contract for complete delivery of quantities specified.

Bids submitted on an F.O.B. destination basis are mandatory; however, in instances where customs of the trade or unusual circumstances dictate F.O.B. shipping point, an estimate of the shipping charges must be noted on the bid and may be accepted in the Director's sole discretion. In such cases, actual shipping charges are to be prepaid and added to the invoice.

C. DELIVERY-Upon award of the contract:

1. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions stated in the RFB.
2. Deliveries may be set on a scheduled basis as arranged between the Authority and the vendor. It shall be the responsibility of the vendor to maintain an adequate supply stock.
3. The vendor will be responsible, at the point of delivery, for the delivery of material in such quality and condition as required by Paragraph IV.A. hereof and in accordance with good commercial practice.
4. Items delivered must be strictly in accordance with those bid upon.
5. As applicable, bidders must state in the space provided on the RFQ/bid solicitation documents the number of days required to make delivery after notification to ship.
6. In the event delivery is not made within the number of days stipulated, the Authority may purchase the required material from any available source. The difference in price, if any, will be paid by the vendor failing to meet its commitments.

VII. OTHER TERMS AND CONDITIONS

- A. CONTRACT PERIOD**- Except as otherwise stated in the RFB, the term of the contract shall be for one year, with the option to extend for two (2) one-year options, at the Authority's discretion, and with vendor's concurrence.
- B. EXTENSION OPTION**-If, in the opinion of the Director, it is in the best interest of the Authority to extend any contract beyond the original term, for a period of all or any part of a year, the vendor will be so notified of the Director's intent, prior to the expiration date of the existing contract. The Authority reserves the right to make up to two extensions of this contract for not more than one year each. If the extension is acceptable to the Authority at the original prices and on the original terms, notice will be given to the vendor by the Director in writing. If the original contract required a Contract Bond, a new Contract Bond must be submitted to cover the period of the extension. The same insurance requirements will be required for each extension period.
- C. TERMINATION OF CONTRACT**-The contract awarded may be terminated by the Authority at any time for inadequate or improper performance, or for breach of any terms, conditions, or obligations of the contract by the vendor, as determined by the Authority, or if the vendor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the vendor and the act of bankruptcy therein alleged is not denied by the vendor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate any contract for any reason provided written notice has been given by the Director to the vendor at least thirty (30) days prior to such proposed termination date.

The notice of termination shall be in writing, and shall be effective upon receipt by the vendor. Upon termination, the Authority shall be liable only for payment for goods or services properly delivered or performed in accordance with the contract. The Authority shall have the right to purchase non-delivered goods, to replace defective goods or services on the open market and hold the vendor liable for the difference between the price set forth in the contract for such goods or services and the prices paid on the open market, or pursue any other right available by law. In addition, the Authority shall have the right, without the necessity of court proceedings, to recover all equipment, material or supplies that are the property of the Authority and have been entrusted with the vendor to be used in the performance of said contract. Nothing in this paragraph is intended to limit the Authority's right to legally pursue all costs which exceed the amount due and owing the vendor under said contract. The list of remedies in this paragraph is not exclusive.

- D. SCOPE**-The total quantities of any contract are estimated. There is no guarantee of any minimum quantity. It is understood and agreed that contract prices shall cover the quantities actually required and ordered by the Authority during the term of the contract, whether more or less than the approximate quantity stated.
- E. BIDDERS FACILITIES**-The Authority reserves the right to inspect the bidder's establishment before making an award.
- F. TESTING**-The Authority reserves the right to have the material tested prior to the award and during the contract by an independent testing laboratory, to determine if the material meets the specifications of the RFB. If required for testing purposes, the low bidder shall submit a reasonable quantity of the product as samples. If these samples prove satisfactory, the contract shall be awarded. If they do not prove satisfactory, a test shall be made of the next low bidder's sample, until satisfactory products are found to meet requirements. Should the laboratory find that any shipment does not meet specifications, the Authority shall have the right to reject same.
- G. INSPECTION**- All work done and supplies furnished shall be subject to inspection, testing and rejection by the Authority, or its representatives, at all times and places, both during manufacture and at destination. After award of the contract, should the result of any test or inspections show that the material supplied fails to meet the requirements of the Authority, the material shall be rejected and immediately replaced by the vendor. Rejected supplies or materials will be returned at the vendor's risk, and all inspection, handling and transportation charges to and from the Authority's delivery site will be assumed by the vendor. The vendor shall bear any and all expenses resulting from delay caused by failure to meet test or inspection standards. Should the Authority for any reason decide to accept any shipment which fails to meet specifications, the Authority may make an appropriate price adjustment with regard to same.
- H. AWARDS**-Comparison of bids will be based on the total price stated in the bid and an award will be based on the total price, terms and delivery date given by the bidder. If the total price is found to have been incorrectly computed, discrepancies will be corrected by the Authority

on the basis of the unit prices and a determination of the low bidder will be made on the basis of the corrected total price. The Authority shall not be liable for any failure on its part to detect or correct errors, and the Authority's action in connection therewith shall not give rise to any rights to the bidder.

- I. NOTICE TO VENDORS AND AUTHORITY DEPARTMENTS**-The Authority is authorized to order, and vendors are authorized to ship only those items covered by the contract. If a review of orders placed by the Authority reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned regardless of the time elapsed between the date of delivery and discovery of the violation. A full refund to the Authority by the vendor will be required.
- J. RIGHT TO AUDIT**-Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least seven (7) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to seven (7) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.
- K. TAXES**-The Authority is exempt from Federal Excise Tax, New Jersey State Sales and Use Tax and other tax as applicable.
- L. TRANSFER OF BUSINESS**-It is understood by all parties that, if, during the term of the contract, the vendor disposes of its business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser.
- M. INTERAGENCY COOPERATIVE PURCHASING**-Pursuant to P.L. 1999, c. 440, vendors may receive inquiries by the entities listed below, with respect to extending this contract to them based upon the same prices, terms and conditions:
 - South Jersey Transportation Authority
 - New Jersey Sports & Exposition Authority
 - New Jersey Meadowlands Commission
 - New Jersey Water Supply Authority
 - Port Authority of New York & New Jersey
 - Delaware River Port Authority
 - Higher Education Student Assistance Authority
- N. CONTRACT CHANGES**-During the term of contract, no change will be permitted in any of its conditions and specifications unless the vendor receives written approval from the Director.

Should the vendor find at any time that existing conditions make modification in requirements necessary, the vendor shall promptly report such matter to the Director for consideration and decision.

O. SUBCONTRACTING OR ASSIGNMENT-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Director. In the event that bidder proposes to subcontract some or all of the services to be provided under the contract, it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the goods and/or services to be supplied by them.

P. REJECTION OF BIDS-Failure to comply with the instructions set forth herein may be considered grounds for rejection of the bid. The Authority further reserves the right to reject any or all bids as it may, in its sole discretion, determine to be in its best interest, or for any other reason allowed by law.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees 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 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 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.
- 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 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 act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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.
- E. 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.
- F. 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, 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.

- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.
- H. 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, 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.
- I. 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:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report Form AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

BIDDERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. **PLEASE COMPLETE AND RETURN THIS FORM AND ANY REQUIRED DOCUMENTS WITH THE BID.**

1. The bidder has a Federal Affirmative Action Plan Approval which consists of a valid letter from the United States Department of Labor Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES _____ NO _____

If Yes, a photocopy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The bidder has submitted an Affirmative Action Employee Information Report (Form AA302) to the State Treasurer, and the State Treasurer has approved said report pursuant to N.J.A.C. 17:27-4.6.

YES _____ NO _____

If Yes, a photocopy of the Certificate of Employee Information Report is to be submitted with the bid. (Expiration Date on Certificate)

Certificate Number _____

(OR)

3. The bidder has submitted an Employee Information Report (Form AA302) to the State Treasurer, and the State Treasurer has not yet approved said report.

YES _____ NO _____

If Yes, a photocopy of the Form AA302 is to be submitted with the bid.

If you are the successful bidder and have none of the above, please contact the Procurement and Materials Management Department of the Authority at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (Form AA302). This completed form must be forwarded to the State Treasurer, Division of Public Contracts, Equal Opportunity Compliance Office, with the AUTHORITY's Copy (Pink) returned to the Turnpike Authority Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C

STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT

The undersigned Bidder, _____, a Corporation/Partnership (circle one) organized under the laws of _____, does hereby state and declare, in compliance with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, that the following stockholders or partners, as the case may be, own 10 percent or greater interest therein. (If one or more such stockholder or partner is itself a corporation or partnership, 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.)

<u>Name</u>	<u>Address</u>	<u>Number of Shares of Stock in Corporation or % of Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT D

State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51’s political contribution restrictions by expanding the definition of “business entity” to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Exhibit are material terms of any contract entered into by the Authority.

DEFINITIONS

For the purpose of this Exhibit, the following shall be defined as follows:

a) “**Contribution**” – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, N.J.S.A. 19:44A-1 et seq., and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq., made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) “**Business Entity**” – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation’s stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse, civil union partner or child, residing in the same household, except for

contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, 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, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) 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, county or municipal party committee, or legislative leadership committee;
- (v) 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 Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Procurement and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

Upon approval by the State Treasurer, the Authority will issue a contract. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

Once approved by the State Treasurer, a Business Entity’s Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved Certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.

EXHIBIT E

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS**

All business entities are advised of their responsibility to file on annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW
ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

The undersigned Bidder submitting the bid for the goods/services herein hereby acknowledges its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. Bidder further acknowledges that business entities are solely responsible for determining if filing is necessary and that all statements contained in said bid and in this certification are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said bid and in statements contained in this certification in awarding the contract at issue.

I certify that I am authorized to make the foregoing statements on behalf of the Bidder and that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT F

SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE), you must send a copy of the Registration/Certification Form(s) with your quotation.

Please check off the gross receipt category of your business if registered as an SBE

SBE CATEGORY 1 \$0- \$500,000 _____

SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____

SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT G

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

Please be advised that in accordance with Executive Order #129 (2004), the New Jersey Turnpike Authority has developed this form under the policy and procedures directed under this Order. In entering into contracts, the State contracting agencies must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The State contracting agencies shall ensure that all vendors seeking to enter into any contract in which services are procured on behalf of the State of New Jersey must disclose:

- A. The location by country where services under the contract will be performed; and
- B. Any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

THE LOCATION BY COUNTRY WHERE SERVICES UNDER THIS CONTRACT WILL BE PERFORMED:

Contractor Name: _____

Address: _____

Country: _____

Subcontractor #1 Name: _____

Address: _____

Country: _____

Subcontractor #2 Name: _____

Address: _____

Country: _____

(For additional subcontractors, attach additional copies of this form)

I certify that all information is true and correct to the best of my knowledge.

Signature: _____

Print Name: _____ Title: _____

EXHIBIT H

**NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995, c. 159, 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 or construction projects and at the same time the taxpayer, or the 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, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice of the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 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, N.J.S.A. 52:32-32 et seq. to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT I

LETTER OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as PRINCIPAL: and

_____ as Surety and duly qualified to transact business in the State of New Jersey, are hereby held and firmly bound unto the New Jersey Turnpike Authority in the sum by which the amount of the Contract, covering the attached proposal, properly and lawfully executed by and between the New Jersey Turnpike Authority and some third party, may exceed the amount bid by the Principal for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the Principal has submitted to the New Jersey Turnpike Authority a certain Proposal, attached hereto and hereby made a part hereof, to enter into a Contract in writing for Contract No. _____ of the New Jersey Turnpike Authority;

NOW, THEREFORE,

(a) If said Proposal shall be rejected by the New Jersey Turnpike Authority, or in the alternative,

(b) If said Proposal shall be accepted by the New Jersey Turnpike Authority, and the Principal shall duly execute the Contract Agreement and furnish the required Contract Bond, within the stipulated time,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Authority may accept such Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as PRINCIPAL: and

_____ as Surety and duly qualified to transact business in the State of New Jersey, are hereby held and firmly bound unto the New Jersey Turnpike Authority in the sum of

_____ Dollars and

_____ Cents \$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the Principal has submitted to the New Jersey Turnpike Authority a certain Proposal, attached hereto and hereby made a part hereof, to enter into a Contract in writing for Contract No. _____ of the New Jersey Turnpike Authority;

NOW, THEREFORE,

(a) If said Proposal shall be rejected by the New Jersey Turnpike Authority, or in the alternative,

(b) If said Proposal shall be accepted by the New Jersey Turnpike Authority and the Principal shall duly execute the Contract Agreement and furnish the required Contract Bond, within the stipulated time,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Authority may accept such proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT K

CONTRACT NO. _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

duly organized under the Laws of the _____
(An individual, a partnership, a corporation)

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

corporation duly organized under the Laws of the State of _____ and duly authorized to do business in the State of New Jersey and having a usual place of business at

_____, as Surety, are holden and stand firmly

bound and obligated unto the New Jersey Turnpike Authority, as Obligee, in the sum of

_____ lawful money of the United States of America, to and for the

true payment whereof we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named

Principal did on the _____ day of _____, 200____, enter into a contract with the

Obligee, New Jersey Turnpike Authority generally described as follows: _____

_____ which said contract is made part of this Bond the

same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of laborers and other beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender of other supplies, or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of laborers and any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as, for the Obligee herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said Surety on its bond, and the Surety hereby waives notice of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this _____ day of _____ in the year 200_____.

WITNESS OR ATTEST:

[CORPORATE SEAL]

PRINCIPAL

WITNESS OR ATTEST:

[CORPORATE SEAL]

SURETY