BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BIDS ("RFB") FROM THE AUTHORITY'S WEBSITE AT http://www.state.nj.us/turnpike/purchasing.html OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, THE AUTHORITY REQUESTS THAT THE BIDDER COMPLETE THIS FORM AND RETURN IT TO THE PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT, EVEN WHEN A BIDDER IS DOWNLOADING THE RFB. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS.

THE NEW JERSEY TURNPIKE AUTHORITY

PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices
P.O. Box 5042, 581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Ext. 8640 Fax - 732-750-5399

TITLE: **40 KW SINGLE-PHASE DIESEL POWERED GENERATOR**

BID NO: **R-116291**

DUE DATE: **JUNE 23, 2015**

TIME: **11:00 AM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED ABOVE 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

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

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REQUEST FOR BID

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BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)

_____
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

_____ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY) _____

Revised 3-10-15

SECTION I

A. INTRODUCTION

The New Jersey Turnpike Authority (the "Authority") was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act (as amended and supplemented, "Act"). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike Revenue Bonds or Notes, subject to the approval of the Governor, payable from tolls and other revenues of the Authority. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the "Highway Authority"), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, the Authority assumed all powers, rights, obligations and duties of the Highway Authority. The Authority currently operates both the Garden State Parkway ("GSP") and the New Jersey Turnpike ("Turnpike") (both roads are collectively referred to herein as the "Roadways").

The Authority is governed by an eight member Board of Commissioners ("Board"). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over $35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority's enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

B. BIDDER GUIDELINES/CHECKLIST

BIDS THAT FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. The Request for Bids ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.

2. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.

3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. 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 the Bidder.

5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:

6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:

(a)	Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety	
(b)	Stockholder/Partnership Disclosure Statement	X

7. See the Authority's Instruction 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 (**ATTACHED**).

The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.

(a)	State of New Jersey Division of Revenue Business Registration Certificate	X
(b)	Certification of Registration with the Secretary of State (only if non-NJ corporation)	X
(c)	Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)	X
(d)	Public Works Contractor Registration Certificate(s) (if applicable)	
(e)	Affirmative Action Information Sheet with Certificate or Form AA302	X
(f)	Signed Mandatory Equal Employment Opportunity Language	X
(g)	SBE/WBE/MBE Certificates and Form	X
(h)	Vendor Disclosure Form (EO129-Location of Services)	X
(i)	Notice of Set-Off for State Tax (P.L. 1999, c 159)	X
(j)	Automobile Insurance Liability Waiver	
(k)	Insurance Certificate	X
(l)	Disclosure of Investment in Iran	X

8.	Bidder must sign Bid	X
9.	Three year Open Option Clause	X

SECTION II

A. INTENTION

1. Sealed Bids for **R-116291** must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this "RFB" at which time and place said Bid will be opened and read in public.

2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an 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 being received by the required date and time**.

3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of **ONE (1) 40 KW DIESEL-POWERED GENERATOR AND ACCESSORIES.**

4. Items purchased under this contract will be delivered as directed by the Authority.

5. Please contact Richard Bava with any questions regarding this procurement contract at 732-750-5300 x-8636, or rbava@turnpike.state.nj.us.

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, "Bid Documents").

2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department ('PMM") in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date**.

3. Written requests can be submitted by FAX at 732-750-5399.

4. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be

presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.

5. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

   The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where "exceptions" are permitted.

6. **<u>The Authority will accept Approved Equivalent items on this Bid.</u>** If a Bidder is basing the proposal on items other than what is specified, and wishes the items proposed to be considered as an "Approved Equivalent", the Bidder shall enter a price on the Bid sheet then submit on the Exception Sheet in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

C. <u>BASIS OF AWARD</u>

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected.**

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

3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases or decreases to line item quantities.

4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.

5. The Authority is tax exempt from New Jersey Sales and Excise Tax.

6. Award will be made to the lowest responsive Bidder for the total line items Bid.

D. MISCELLANEOUS

1. Delivery Date _____
   (Insert if applicable)

2. Payment Terms: The Authority's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.
3.
   Discount: Maximum time period: _____ Percentage: _____

   Note: Although prompt payment discounts will not be considered in determining low Bid, the Authority reserves the right to take advantage of any such discounts offered.

BID PRICE SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	1	EA	40 KW SINGLE - PHASE DIESEL - POWERED GENERATOR AND ACCESSORIES, as per attached Specifications	$	$

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX TO 732-750-5399 NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

NEW JERSEY TURNPIKE AUTHORITY

_____
Andrea E. Ward
Director, PMM Department

_____/_____
Name of Company / Authorized Signature of Bidder

E. SIGNATURE PAGE

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

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

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

   ☐ **CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**
   (All Addenda / Inquiries must be acknowledged as indicated above.)

2. **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 bid 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.

3. **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.

4. **AUTHORIZED SIGNATURE:** _____

   Print Name and Title: _____

   Bidder: _____

   Address: _____

   City _____ State _____ Zip: _____

   E-mail address: _____

   Telephone #: _____ Fax #: _____

   Date: _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: R-116291

BID TITLE: 40 KW DIESEL-POWERED GENERATOR AND ACCESSORIES

If you do not choose to respond to this Bid, please complete the form below:

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 our mailing list?

_____ Yes _____ No

Additional comments: _____

_____

Signed (optional): _____

Company: _____

ADDITIONAL YEARS PURCHASING OPTION, for R-116291

BID TITLE: 40 KW DIESEL-POWERED GENERATOR AND ACCESSORIES

3 - Year Open End Option: The Authority shall have the option for one (1) Model Year* from the date of Contract, to order additional units conforming to the requirements of these specifications at the same price and under the same terms and conditions as those contained herein.

The Authority shall further have the option to purchase additional units conforming to these specifications for two (2) additional Model Years. Any unit(s) offered during the two (2) subsequent Model Years shall be of the model equivalent to that specified herein. In the latter instances, if there have been any price changes, the vendor shall submit a request to the Authority covering the aforesaid price changes, and shall include appropriate explanation and justification for any such price changes.

Any such request for price adjustment shall be in writing and directed to the Director, Procurement and Materials Management Department and shall be accompanied by the following evidence as a basis for your request;

1. The published price lists for equipment, which were in effect at the time of your original proposal.

2. The equivalent published price lists in effect at the time of your request.

3. Any additional evidence which the Authority deems necessary in the evaluation of your request.

The Authority shall, within its sole discretion, have the right to accept the price changes proposed by the vendor or if it so desires, re-bid the requirement.

*Model Year is defined as the Model Year of the Manufacturer of the unit(s) offered by you in this Request for Quotation. In that instance where proposals are for equipment for which "Model Year" and "Production Cut-Off Dates" are undefined or non-existent, the "Model Year" is defined, for bid purposes, as one calendar year from the date on which the Contract is accepted. The last date on which orders may be placed for the Model currently in effect is_____.

NEW JERSEY TURNPIKE AUTHORITY

GENERAL INSTRUCTIONS AND SPECIFICATIONS FOR:

STAND-BY 40KW DIESEL-POWERED GENERATOR AND ACCESSORIES

Quantity	Description	Maximum Delivery Date
1	Stand-by 40KW Diesel-Powered Generator and Accessories	120 Days After Receipt of Order

SPECIFICATIONS: SBDPG-2105-1 STAND-BY 40KW DIESEL-POWERED GENERATOR AND ACCESSORIES

COMPLIANCE WITH RULES AND REGULATIONS: The units must meet all current OSHA, ANSI, PEOSHA, NFPA 99, NFPA 110, National Electrical Code, and all other applicable regulations. The New Jersey Turnpike Authority reserves the right to request certification indicating the unit bid has been certified and tested to meet these requirements with proper documents attesting to said Certification.

ENERGY STAR REQUIREMENTS: If applicable for items specified in the bid package, the vendor must provide products that earn Energy Star Certification and meet the Energy Star specifications for energy efficiency. The vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products. The Energy Star label must also be affixed to each delivered item. The bidder's signature on the signature page certifies that items so indicated that have earned Energy Star and meet the Energy Star specifications or other standards for energy efficiency will be supplied.

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the attached specifications must be brought to the attention of the New Jersey Turnpike Authority's Director of Procurement and Materials Management at 732-750-5300 before bid submission date. If, with knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this Agreement unless and until approved and accepted.

DELIVERY INSTRUCTIONS:

A. Vendor must contact Peter Perperas (Project Supervisor) at 732-442-8600 ext. 2868 for authorization to schedule date and time prior to delivery. **Deliveries shall be made to the New Jersey Turnpike Authority's District 5, Telegraph Hill Maintenance Facility located at Garden State Parkway Exit 116 in Holmdel, NJ 07733.**

B. Vendor shall be responsible for all delivery, shipping and pick-up expenses.

C. All units must be pre-delivery serviced, completely assembled, operational, and cleaned prior to delivery.

D. The following administrative package **must** accompany all deliveries:

- Invoice: purchase order number must be displayed on vendors invoice. Invoice shall have current date and be hand delivered to Peter Perperas (400 King George Rd Woodbridge, NJ 07095) after final acceptance of complete order.

- Warranty forms properly executed.

- Four (4) keys for each unit shall be furnished. **NO EXCEPTIONS**

WARRANTY: All units delivered must be guaranteed to be free from defects in materials, design and workmanship for a minimum of one (1) year with an additional warranty of four (4) years parts and labor from the time of acceptance by the New Jersey Turnpike Authority. All warranties shall start upon written acceptance of units by the New Jersey Turnpike Authority. Warranty must include service availability from any manufacturers authorized dealer establishment most closely located to Parkway and Turnpike area. This repair facility may not be further than 100 miles from the Central Maintenance Facility in Holmdel, NJ 07733 or the Central Shops Maintenance Facility located in Hightstown, NJ 08520. If warranty service is required, the vendor who supplied the unit shall provide for pickup, delivery and repair of unit at no charge to the New Jersey Turnpike Authority. The vendor shall also have a program to include an in-house warranty. All warranty periods shall start from date of acceptance of unit by the New Jersey Turnpike Authority.

EXCEPTION SHEET: Exception sheet is furnished with each set of specifications. Bidders making exceptions must note exceptions by item and indicate substitution in lieu and submit with bid, detailed specifications on the substitution. If the vendor is submitting an alternate product, component, feature or part to what is referenced in the specifications, the proposals **must** be accompanied by descriptive literature, marked and indicate the exact items to be furnished, with an engineering drawing of the same. **Failure to supply information requested may result in rejection of bid.** Where no exception is taken, the word "None" shall be neatly printed or typed on the exception sheet. **Failure to supply information and/or failure to complete the bidder's exception spaces in the prescribed manner may disqualify bid. It shall be understood that if no exception is taken, the vendor shall supply all material exactly as specified. No substitution will be permitted after receipt of bids.**

MANUFACTURER'S PRODUCTION SHEET: The vendor shall furnish one (1) copy of the actual Factory Production Sheet for each unit provided. The copies of the Factory Production Sheet shall be submitted at the time of the Authority's inspection of the unit.

TRAINING: It shall be the responsibility of the successful bidder to supply all safety, operational and service training to New Jersey Turnpike Authority personnel in accordance with all applicable ANSI and OSHA regulations. The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner manual, along with actual

operation of equipment. The instructor shall emphasize all proper uses for safe operation. The training shall include but not limited to all general troubleshooting of the hydraulic system and associated electronics. The instructor shall also emphasize the proper use of tools and test equipment along with general shop safety. The service seminars shall be similar to factory and manufacture type schools. The training shall be scheduled and take place at one (1) site designated by the New Jersey Turnpike Authority.

LABELS: Plastic stick-on labels shall not be acceptable.

ADVERTISEMENTS: No Dealer advertisements shall appear on unit or any other related equipment.

ACCESSORIES: All accessories shall be manufacturer installed when the item is available from the manufacturer.

FACILITIES: Bidders shall represent a manufacturer, which has in operation a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacture(s) whose associated equipment or products are bid shall have a full service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100 mile radius of either Central Shops Maintenance Facility (exit 8 on the NJ Turnpike) located in Hightstown, NJ 08520 or Telegraph Hill Maintenance Facility (exit 116 on the GSP) located in Holmdel, NJ 07733. This facility will be required to establish an in-house warranty program and provide all warranty work related to the equipment in the bid proposal. The bidder shall submit the locations, names and telephone numbers of people who are authorized to service the equipment or who can be reached for emergency service.

Location_____

Phone #_____

Contact_____
Name & Title

SPECIFICATIONS: SBDPG-2015-1
STAND-BY 40 KW DIESEL-POWERED GENERATOR
AND ACCESSORIES

INTENT: It is the intent of this specification to describe and govern the purchase of one (1) Stand-By 40KW Diesel-Powered Generator and Accessories. The components including the completed unit shall be new and of the latest design and be in current production at the time of the submission of bid. No bid shall be considered unless the vendor submitting the bid can meet the following conditions. All standard and optional equipment shall be Original Equipment Manufacturer (OEM) items, when available. **NO EXCEPTIONS**

BIDDER'S INSTRUCTIONS

IT SHALL BE THE BIDDER'S RESPONSIBILITY TO CAREFULLY EXAMINE EACH ITEM OF THE SPECIFICATION. BIDDERS MUST INDICATE WHETHER THEY COMPLY OR NON-COMPLY FOR EACH LINE ITEM IN THE SPECIFICATION. FAILURE TO PROVIDE A COMPLETED BID MAY CAUSE REJECTION OF BID. ALL NON-COMPLY RESPONSES AND/OR BIDDERS PROPOSED "APPROVED EQUIVALENTS" MUST BE FULLY EXPLAINED ON EXCEPTION FORM, NOTING SECTION AND ITEM. FAILURE TO EXPLAIN NON-COMPLY RESPONSES OR FAILURE TO SUPPLY DETAILED LITERATURE/BROCHURES ON THE BIDDERS PROPOSED "APPROVED EQUIVALENTS" MAY CAUSE REJECTION OF BID. WHERE "MINIMUM" IS SPECIFIED, BIDDERS MUST PROPOSE AT LEAST THE MINIMUM/MAXIMUM SIZES OR THE BID MAY BE REJECTED.

	COMPLY	
	YES	**NO**
SUBMITTALS:		
A. The contractor shall furnish data showing manufacturer's model numbers, dimensions and weights for the engine, generator, enclosure, including major auxiliary equipment, to include the following listed below B thru I.		
B. Engine generator set, including sales literature and elevation drawings clearly showing entrance points and interconnections.		
C. Fuel consumption curves published kw ratings, combustion air (cfm) requirements.		
D. Dimensions for the generator set enclosure, showing access points, and confirmation concerning fastener sizes, material sizes, hinge sizes, and door latch details shall be supplied as specified.		
E. Exhaust silencer, manufacturer's name and model number including details for the flex, 90º degree exhaust elbow and rain cap.		
F. Battery racks, battery size and amp hour rating.		
G. Drawing showing the load take-off provisions including access points to service the machine.		

	COMPLY	
	YES	**NO**
H. Electrical diagrams and schematics for all equipment supplied.		
I. Guards shall be provided over all exposed moving parts as required by OSHA.		
TESTING:		
A. The manufacturer shall be responsible for design prototype tests as described herein.		
B. Components of the emergency system, such as the engine/generator set, transfer switch, and accessories shall not be subjected to prototype tests since the tests are potentially damaging.		
C. Prototype test programs shall include the following: • Maximum power (kw). • Maximum motor starting (kva) at 35% instantaneous voltage dip. • Alternator temperature rise by embedded thermocouple and by resistance method per NEMA MG1-32.6. • Governor speed regulation under steady-state and transient conditions. • Voltage regulation and generator transient response. • Harmonic analysis, voltage waveform deviation, and telephone influence factor. • 3-Phase short circuit test. • Alternator cooling air flow. • Torsional analysis testing to verify that the generator set is free of harmful torsional stresses. • Endurance testing.		
GENERAL:		
A. Kohler Model 40REOZJEgenerator with a 4Q78x alternator or approved equivalents.		
B. It shall provide 40kW/40kVA when operating at 120/240 volts, 60Hz, .8 power factor.		
C. The generator set shall be capable of supplying 105 LRKVA for starting motor loads with a **maximum** instantaneous voltage dip of 35% as measured by a digital RMS transient recorder in accordance with IEEE standard 112.		
D. Vibration isolators shall be provided between the engine-alternator and heavy-duty steel base.		
ENGINE:		
A. The **minimum**275 cubic inch displacement engine shall deliver a **minimum** of at least 85 hp at a governed speed of 1,800 rpm.		
B. Isochronous governor capable of 0.33% steady state frequency.		
C. 12-volt positive engagement solenoid shift-starting motor.		
D. 65-amp automatic battery charging alternator with solid-state voltage regulation.		
E. Positive displacement, full pressure lubrication oil pump, replaceable cartridge oil filters, dipstick, and oil drain.		

	COMPLY	
	YES	**NO**
F. Dry-type replaceable air cleaner elements.		
G. Turbo-charged engine shall be fueled with diesel, 4-cylinders and liquid cooled.		
I. Engine shall be EPA certified from factory.		
ALTERNATOR:		
A. The alternator shall be salient-pole, brushless, 12-lead self-ventilated of drip-proof construction with amortisseur rotor windings and skewed for smooth voltage waveform. The ratings shall meet the NEMA standard (MG1-32.40) for temperature rise limits. Temperature rise of the rotor and stator shall be limited to 130°C. The excitation system shall be of brushless construction controlled by a solid- state voltage regulator capable of maintaining voltage within +/- .20% at any constant load from 0% to 100% of rating. The AVR shall be capable of proper operation under severe nonlinear loads and provide individual adjustments for voltage range, stability and volts-per-hertz operations. The AVR shall be protected from the environment by conformal coating. The waveform harmonic distortion shall not exceed 5% total RMS measured line-to-line at full load. The TIF factor shall not exceed 50.		
B. The generator shall be inherently capable of sustaining at least 250% of rated current for at least 10 seconds under a 3-phase symmetrical short circuit without the addition of separate current support devices.		
C. The alternator having a single maintenance-free bearing designed for 40000 hour B10 life. Shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.		
CONTROLLER:		
A. Decision Marker 3000 or approved equivalent Generator Set Controller.		
B. The generator set controller shall be a microprocessor based control system that shall provide automatic starting, system monitoring and protection. The controller shall also provide local monitoring and remote monitoring. The control system shall be capable of PC based updating of all necessary parameters, firmware, and software.		
C. The controller shall be mounted on the generator set and shall have integral vibration isolation. The controller shall be prototype and reliability tested to ensure operation in the conditions encountered.		
CONTROLLER BUTTONS, DISPLAY & COMPONENTS:		
A. The generator set controller shall include the following features and functions: Push button master control buttons. The buttons shall have an indicator light to initiate the following functions: • Run Mode—when in run mode the generator set shall start as directed by the operator. • Off/Reset Mode—when in the off/reset mode the generator set shall stop, the reset shall reset all faults allowing for the restarting of the generator set after a shutdown.		

	COMPLY	
	YES	**NO**
• Auto Mode—when in auto mode the generator set shall be ready to accept a signal from a remote device.		
B. Emergency Stop Switch: the remote stop switch shall be red in color with a "mushroom" type head. Depressing the button shall immediately stop the generator set and lockout the generator set for any automatic remote starting.		
C. Push Button/Rotary Selector Dial: this dial shall be used for selection of all menus and sub-menus. Rotating the dial shall move you through the menus, pushing the dial selects the menu and functions/features in that menu. Pushing the button selects the feature/function and sub-menus.		
D. Digital Display: the digital display shall be alphanumeric with 2 lines of data and approximately 24 charters. The display shall have back-lighting. The display shall display status of all faults, warnings and engine faults. While the generator set is running the display shall scroll all important information across the screen. The scroll can be stopped by pushing the rotary dial. The display shall go to sleep when the generator set is not running and will wake-up when the generator set starts or the rotary dial is depressed.		
E. Fault Light: the controller shall have an annunciator fault light that glows red for faults and yellow for warnings. These faults and warnings shall be displayed in the digital display. The fault light shall also glow yellow when not in auto.		
F. Alarm Horn: the controller shall provide an alarm horn that sounds when any faults or warnings are present. The horn shall also sound when the controller is not in the auto mode.		
G. Alarm Silence/Lamp Test Button: when this button is depressed it shall test all controller lamps. This button shall silence the alarm horn when the unit is not in auto.		
H. USB Connection: the controller shall have a USB connection on the face of the controller. This connection shall allow for updating of all software and firmware. This port shall also allow for all servicing of generator set parameters, fault diagnostics and viewing of all controller information by use of a laptop computer.		
I. Dedicated User Inputs: the controller shall have dedicated inputs for remote emergency stop switch, remote 2-wire star for transfer switch and auxiliary shutdown.		
J. The controller shall have auto resettable circuit protection integral on the circuit board.		
SYSTEM CONTROLLER MONITORING & STATUS FEATURES & FUNCTIONS:		
A. The generator controller shall display and monitor the following engine and alternator functions and allow adjustments of certain parameters at the controller:		
B. Over Menu: • Active shutdowns and warnings shall be displayed if present and without the need of operator interface.		

	COMPLY	
	YES	**NO**
• Engine runtime with total hours. • Average line to line voltage. • Coolant temperature. • Fuel level or pressure. • Oil pressure. • Battery voltage. • Software version. • Frequency. • Average current.		
C. Engine Metering Menu: • Engine speed. • Oil pressure. • Coolant temperature. • Battery voltage.		
D. Generator Metering Menu: • Total power in VA. • Total power in W. • Rated power % used. • Voltage L-L and L-N for all phases. • Current L1, L2, L3. • Frequency.		
E. Generator Set Information: • Generator set model number. • Generator set serial number. • Controller set number.		
F. Generator Set Run Time: • Engine run time total hours. • Engine loaded total hours. • Number of engine starts. • Total energy in kW.		
G. Generator Set System: • System voltage. • System frequency 50/60Hz. • System phase, single/three phase. • Power rating kW. • Amperage rating. • Power type standby/prime. • Measurement units, metric/English units adjustable. • Alarm silence, always or auto only.		
H. Generator Set Calibration, the following shall be adjustable at the controller: • Voltage L-L and L-N all phases.		

	COMPLY	
	YES	**NO**
• Current L1, L2, L3. • Reset all calibrations.		
I. Voltage Regulation, +/-0.5% regulation, the following shall be adjustable at the controller: • Voltage adjustable +/-10%.		
J. Digital & Analog Inputs & Outputs: • Displays settings and status.		
K. Event Log: • Store event history up to 1,000 events.		
CONTROLLER ENGINE CONTROL FEATURES & FUNCTIONS:		
A. Automatic restart—the controller shall have an automatic restart feature which shall initiate the start routine and re-crank after a failed start attempt.		
B. Cyclic cranking—the controller shall have programmable cyclic cranking.		
C. Engine starting aid—the controller shall have the capability of providing control for an optional engine starting aid.		
D. The control system shall include time delays for engine start and cool down.		
E. The control system shall interface with the engine ECM and display engine fault codes and warnings. The ECM shall also include sender failure monitoring to help distinguish between failed senders and actual failure conditions.		
F. The controller shall monitor and display engine governor functions include steady state and transient frequency monitoring.		
CONTROLLER ALTERNATOR CONTROL FEATURES & FUNCTIONS:		
A. Integrated hybrid voltage regulator—the system shall have integral microprocessor based voltage regulator system that shall provide +/- 5% voltage regulation, no load to full load with three phase sensing. The system shall be prototype tested and control variation of voltage to frequency. The voltage regulator shall be adjustable at the controller with **maximum** +/- 10% adjustable of nominal voltage.		
B. AC output voltage regulator adjustment—the system shall allow for adjustment of the integral voltage regulator with **maximum** of +/- 10% adjustment of the system voltage.		
C. Alternator thermal overload protection—the system shall have integral alternator overload and short circuit protection matched to each alternator for the particular voltage and phase configuration.		
D. Power metering—the controller digitally shall display power metering of kW and kVA.		
E. Event logging—the controller shall keep a record of up to 1,000 events for warning and shutdown faults. This fault information shall be a stored record of systems events and can be reset.		
F. Historical data logging—the controller total number of generator set		

	COMPLY	
	YES	**NO**
successful start shall be recorded and displayed.		
G. Programmable access—the control system shall include a USB port that gives service tech the ability to provide software and firmware upgrades. The system shall also be capable of allowing setting of all critical parameters using the service software and a laptop computer. All parameters and setting should be capable of being stored on a laptop for future upgrades of printing for analysis.		
GENERATOR SET WARNING, SHUTDOWN ALARM & STATUS:		
A. The generator set shall have alarms and status indication lamps that show non-automatic status and warning and shutdown conditions. The controller shall indicate with a warning lamp and or alarm and on the digital display screen any shutdown, warning or engine fault condition that exists in the generator set system.		
B. Engine Functions: • High fuel level (alarm). • ECM communication loss (shutdown). • ECM diagnostics (alarm & shutdown). • Engine over-speed (shutdown). • Engine start aid active. • Engine under-speed (shutdown). • Fuel tank leak (alarm & shutdown). • High DC battery voltage (alarm). • High coolant temperature (alarm & shutdown). • Low DC battery voltage (alarm). • Low coolant level (shutdown). • Low coolant temperature (alarm). • Low cranking voltage (alarm). • Low engine oil level (alarm & shutdown). • Low fuel level (alarm & shutdown). • Low fuel pressure (alarm). • Low oil pressure (alarm & shutdown). • No coolant temperature signal (shutdown). • No oil pressure signal (shutdown). • Over-crank (shutdown). • Speed sensor fault (alarm).		
C. Generator Functions: • AC sensing loss over & under current (alarm & shutdown). • Alternator protection (shutdown). • Ground fault input (alarm). • kW overload (shutdown). • Locked rotor (shutdown). • Over-frequency (shutdown).		

	COMPLY	
	YES	**NO**
• Over AC voltage (shutdown). • Under-frequency (shutdown). • Under AC voltage (shutdown). • Emergency stop (shutdown).		
D. General Functions: • Battery charger fault (alarm). • Common fault (shutdown). • Common warning (alarm). • Master switch not in auto (alarm). • Generator running. • Input/output fault (alarm).		
E. The generator set controller shall also be capable of meeting all necessary NFPA 110 level 1 requirements which shall include several of the above along with; EPS supplying load, Master switch no in auto and contacts for local and remote common alarm.		
ACCESSORIES:		
A. Air restriction indicator shall indicate the need for maintenance of the air cleaners.		
B. Standard air cleaner shall provide engine air filtration which meets the engines manufacturer's specifications.		
C. Battery charger: 6-ampere float to equalize battery charger with the following features: • 12 VDC output. • 1%steady-state voltage regulation from no load to full load over 10% AC input line voltage variation. • LED lamps for charge state indication. • Temperature compensated for ambient temperatures for -40°C to 70°C. • Potting for durability. • Short circuit and reverse polarity protection. • UL 1236 listed.		
D. Battery rack and battery cables shall be capable of holding the manufacturers recommended batteries shall be supplied.		
E. Circuit Breaker: the generator shall come with a primary factory installed 80% rated line circuit breaker of 150 amperes that is UL2200 listed. Line circuit breakers shall be sized for the rated ampacity of the genset. Load side lugs shall be provided. The line circuit breaker shall include auxiliary contacts, shunt trip, under voltage trip, alarm switch, and over current switch functionality. Load side breaker connections made at the factory shall be separated from field connections. When GFI breakers are required additional neutrals shall be factory installed.		
F. Flexible exhaust piping shall be gas proof, seamless, stainless steel.		
G. The engine exhaust silencer shall be temperature and rust resistant and		

	COMPLY	
	YES	**NO**
rated for critical applications. Silencer shall reduce total engine exhaust noise by 25-35 dba.		
H. Block heater of proper wattage and voltage thermostatically controlled to maintain engine coolant temperature to meet the start-up requirement of NFPA-99 or NFPA-110 regulations, Level 1.		
I. Rodent guards shall be supplied preventing intrusion and protect internal components.		
J. Generator heater shall be supplied and prevent the accumulation of moisture and dampness in the generator windings. The heater shall be wired on at all times.		
K. Run Relay: the run relay shall provide a three-pole, double throw relay with 10-amps/250 VAC contacts to indicate that the generator is running. The relay shall provide three (3) sets of dry contacts for energizing or de-energizing devices while the generator is running e.g. indicator lamps, louvers, etc.		
L. 2-Input/5-Output Module: the 2-input /5output module kit shall provide two (2) additional analog inputs and 5 additional dry contact outputs. The analog inputs can be used for analog or digital input functions. They can be set up for 0-5VDC, +/-3VDC resistive or relay contact sensor devices. The dry contact outputs are arranged as two 120VAC or 28VDC, 2A form C contacts and three 28VDC, 2A form C contacts. Input and output functions are user defined using Site Tech software.		
DOUBLE WALL SECONDARY CONTAINMENT SUB BASE FUEL TANK:		
A. A sub base fuel tank used in conjunction with a diesel powered generator set of 40 kW shall contain at least 185 gallons of fuel to support the generator set for a period of 51 hours at 100% of rated load and 65 hours at 75% of rated load.		
B. The sub base fuel system shall be listed under UL 142, subsection entitled Special Purpose Tanks EFVT category and will bear their mark of UL Approval according to the their particular classification.		
C. The above ground steel secondary containment rectangular tank for use as a sub base for diesel generators is manufactured and intended to be installed in accordance with the Flammable and Combustible Liquids Code—NFPA 30. The Standard for Installation and Use of Stationary Combustible Engine and Gas Turbines—NFPA 37, and Emergency and Standby Power Systems—NFPA 110.		
D. Primary Tank: • Rectangular in shape and constructed in clam shell fashion to ensure maximum structural integrity and allow the use of a full throat fillet weld.		
E. Steel Channel Support System: • Reinforced steel box channel for generator support with a load rating of 5,000 lbs. per generator mounting hole location. Full height gussets at either end of channel and at generator mounting holes shall		

	COMPLY	
	YES	**NO**
be utilized.		
F. Exterior Finish: • The exterior coating shall be tested to withstand continuous salt spray testing at 100% exposure to 244 hours to a 5% salt solution at 92-97° F. The coating shall be subjected to full exposure humidity testing to 100% humidity at 100° F for 24 hours.		
G. Venting: • Normal venting shall be sized in accordance with the American Petroleum Institute Standard # 2000, Venting Atmospheric and Low Pressure Storage Tanks not less than 1¼" nominal inside diameter.		
H. Emergency Venting: • The emergency vent opening shall be sized to accommodate the total capacity of both normal and emergency venting and shall be not less than that derived from NFPA 30, table 2-8 and based on the wetted surface area of the tank. The wetted area of the tank shall be calculated on the basis of 100% of the primary tank. The vent shall be spring-pressure operated: opening pressure is 0.5/psig and full opening pressure is 2.5 psig. The emergency relief vent shall be sized to accommodate the total venting capacity of both normal and emergency vents.		
I. Fuel Fill: • There shall be a 2" NPT opening within the primary tank and lockable manual fill cap.		
J. Fuel Level: • A direct reading, UL listed magnetic fuel level gauge with a hermetically sealed vacuum tested dial shall be provided to eliminate fogging.		
K. Low Fuel Level Switch: • Shall consist of a 30-watt float switch for remote or local annunciation of a 50% standard low fuel level condition.		
WEATHER ENCLOSURE:		
A. All enclosures shall be constructed from high strength, low alloy steel, aluminum or galvanized steel.		
B. The enclosure shall be finish coated with powder baked paint. Enclosures shall be finished with the manufacturer's standard color.		
C. The enclosures shall allow the generator set to operate at full load in an ambient temperature of 40-45° C with no additional derating of the electrical output.		
D. Enclosures shall be equipped with sufficient side and end doors to allow access for operation, inspection, and service of the unit. **Minimum** requirements are two (2) doors per side. When the generator set controller faces the rear of the generator set, an additional rear facing door shall be required. Access to the controller and main line circuit breaker shall meet the requirements of the National Electric Code.		

	COMPLY	
	YES	**NO**
E. Doors shall be equipped with lockable latches. Locks shall be keyed alike.		
F. A duct between the radiator and air outlet shall be provided to prevent re-circulation of hot air.		
G. The complete exhaust system shall be internal to the enclosure or optional with external mounted silencer.		
H. The critical silencer shall be insulated with a tailpipe and rain cap.		
INSTALLATION:		
A. The equipment shall be installed by New Jersey Turnpike Garden State Parkway Division personnel. The successful bidder shall provide a full set of manufacturer's plans, specifications and schematics for installation to the Authority, within three (3) days of notice of intent to award. Any additional recommendations from the manufacturer for installation in accordance with all applicable codes must be supplied with the manufacturer's plans.		
SITE TESTS:		
A. An installation check, start-up, and building load test shall be performed by the manufacturer's local representative. The time and date of the site test shall be determined by the New Jersey Turnpike Division. Tests shall include the following below:		
B. Fuel, lubricating oil and antifreeze shall be checked for conformity to the manufacturer's recommendations under the environmental conditions present and expected.		
C. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. This shall include engine heaters, battery charger, generator strip heaters, remote annunciator, etc.		
D. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage and phase rotation.		
E. Automatic start up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. Prior to this test, all transfer switch times shall be adjusted for proper systems coordination. Engine temperature, oil pressure and battery charge level along with generator voltage, amperes and frequency shall be monitored throughout the test.		
F. All major components (engine, generator and transfer switch) shall be manufactured in the United States.		
AUTOMATIC TRANSFER SWITCH:		
A. Transfer switch system with 2-pole/3-wire solid neutral (N), 200-amps, 208 volt-60Hz (c). Transfer switch shall consist of an inherently double throw power transfer switch mechanism and a microprocessor controller to provide automatic operation.		
B. Automatic transfer switch shall be a Kohler Standard Specific Breaker—Standard Transition (KSS)/KSSACNA0200S or approved equivalent.		
MECHANICALLY HELD TRANSFER SWITCH:		
A. The transfer switch shall be electrically operated and mechanically held		

	COMPLY	
	YES	**NO**
with double throw construction and operated by a momentarily energized solenoid driven mechanism. Main operators shall include overcurrent disconnect devices.		
B. All transfer switch sizes shall use only one (1) type of main operator for ease of maintenance and commonality of parts.		
C. The switch shall be positively locked and unaffected by momentarily outages, so that contact pressure is maintained at a constant value and contact temperature rise is minimized for maximum reliability and operating life.		
D. All main contacts shall be silver composition. Switches rated 600-amperes and above shall have segmented blow-on construction for high withstand and close-on capability and be protected by separate arcing contacts.		
E. Inspection of all contacts shall be possible from the front of the switch without disassembly of operating linkages and without disconnection of power conductors. Switches rated 800-amperes and higher shall have front removable and replaceable contacts. All stationary and moveable contacts shall be replaceable without removing power conductors and/or bus bars.		
F. Designs utilizing components of molded case circuit breakers, contactors, or parts, which are not intended for continuous duty, repetitive switching or transfer between two active power sources shall not be acceptable.		
G. For two and three pole switches where neutral conductors are to be solidly connected as shown on the plans, a neutral conductor plate with fully rated AL-CU pressure connectors shall be provided.		
H. For four pole switches with a switching neutral, where neutral connectors must be switched as shown on the plans, the contactor shall be provided with fully rated switched neutral transfer contacts. Overlapping neutral contacts may be used as an alternative.		
ENCLOSURE:		
A. The automatic transfer switch (ATS) shall be furnished in a NEMA 1 (A) enclosure.		
B. All standard door mounted switches and indicating LED's shall be integrated into a flush-mounted interface membrane or equivalent in the enclosure door for easy viewing and replacement. The panel shall be capable of having a manual locking feature to allow the user to lockout all membrane mounted control switches to prevent tampering. This cover shall be mounted with hinges and have a latch that may be padlocked. The membrane panel shall be suitable for mounting by others when furnished on open type units.		
CONTROLLER DISPLAY & KEYBOARD:		
A. A four line, 20 character LCD display and dynamic 4 button keypad shall be an integral part of the controller for viewing all available data and setting desired operational parameters. Operational parameters shall also be available for viewing and control through the communications interface port or USB.		
B. The following parameters shall only be adjustable by use of a password protected programming on the controller:		

	COMPLY	
	YES	**NO**
• Nominal line voltage and frequency. • Single or three phase sensing. • Operating parameter protection. • Transfer operating mode configuration (Standard transition, Programmed transition or closed transition).		
VOLTAGE FREQUENCY & SENSING:		
A. Voltage (all phases) and frequency on both the normal and emergency sources shall be continuously monitored. Voltage on both normal and emergency sources and frequency on the emergency sources shall be adjustable with the following pickup, dropout, trip setting capabilities (values shown as % of nominal unless otherwise specified:		

Parameter	Dropout/Trip	Pickup/Reset
Under voltage	75 to 98%	85 to 100%
Over voltage	106 to 135%	95 to 100% of trip
Under frequency	95 to 99%	80 to 95%
Over frequency	101 to 115%	105 to 120%
Voltage unbalanced	5 to 20%	3 to 18%

B. Repetitive accuracy of all settings shall be within +/- 0.5% over an operating temperature range of -20° C to 70° C.		
C. An adjustable dropout time for transient voltage and frequency excursions shall be provided. The time delays shall be 0.1 to 9.9 seconds for voltage and .1 to 15 seconds for frequency.		
D. Voltage and frequency settings shall be field adjustable in 1% increments either locally with the display and keyboard, remotely via the communications interface port or USB.		
E. The controller shall be capable of sensing the phase rotation of both the normal and emergency sources. The source shall be considered unacceptable if the phase rotation is not the preferred rotation selected (ABC or BAC). Unacceptable phase rotation shall be indicated on the LCD; the service required LED and the annunciation through the communication protocol and dry contacts. In addition the phase rotation sensing shall be capable of being disabled, if required.		
F. The controller shall be capable of detecting a single phasing condition of a source even though a voltage may be regenerated by the load. This condition is a loss of phase and shall be considered a failed source.		
G. Source status screens shall be provided for both normal and emergency to provide digital readout of voltage on all 3 phases (phase to phase and phase to neutral), frequency, and phase rotation.		
TIME DELAYS:		
A. An adjustable time delay of 0 to 6 seconds shall be provided to override momentary normal source outages and delay all transfer and engine starting signals. Capability shall be provided to extend this time delay to 60 minutes by providing an external 12 or 24 VDC power supply.		

	COMPLY	
	YES	**NO**
B. A time delay shall be provided on transfer to the emergency source, adjustable from 0 to 60 minutes for controlled timing of transfer of loads to emergency.		
C. A time delay shall be provided on a re-transfer to normal. The timed delays shall be adjustable from 0 to 60 minutes. Time delay shall be automatically bypassed if the emergency source fails and the normal source is acceptable.		
D. A time delay activated output signal shall also be provided to drive external relays for selective load disconnect and reconnect control. The controller shall be capable of controlling a maximum of 9 individual output time delays to step loads on after a transfer occurs. Each output may be individually programmed for their own time delay of up to 60 minutes. Each sequence shall be independently programed for transferring from normal to emergency and transferring from emergency to normal.		
E. The controller shall also include the following built-in delays for the following operations: • 0 to 60 minute time delay on failure to acquire the acceptable electrical parameters from the emergency source. • 10 seconds to 15 minute delay for a failure to synchronize on an in-phase operation.		
F. All time delays shall be adjustable in 1 second increments.		
G. All time delays shall be adjustable by using the display and keypad with a remote device connected to the communications interface port or USB.		
H. Each time delay shall be identified and a dynamic countdown shall be shown on the display. Active time delays can be viewed with a remote device connected to the communications interface port or USB.		
ADDITIONAL FEATURES:		
A. The controller shall have 3 levels of security. Level 1 shall allow monitoring of settings and parameters only. The level 1 shall be capable of restricted with the use of a lockable cover. Level 2 shall allow test functions to be performed and level 3 shall allow setting of all parameters.		
B. The display shall provide for the test functions allowed through password security. The test function shall be load, no load or auto test. The auto test function shall request an elapsed time for test. At the completion of this time delay the test shall be automatically ended and a retransfer sequence shall commence. All loaded tests shall be immediately ended and retransfer shall occur if the emergency source fails and the normal source is acceptable.		
C. A contact closure shall be provided for a low voltage engine start signal. The start signal shall prevent dry cranking of the engine by requiring the generator set to reach proper output and run for the duration of the cool down setting regardless of whether the normal source restores before the load is transferred.		
D. Auxiliary contacts shall be provided consisting of a **minimum** of two contacts, closed when the ATS is connected to the normal source and two contacts closed when the ATS is connected to the emergency source.		

	COMPLY	
	YES	**NO**
E. LED indicating lights shall be provided; one to indicate when the ATS is connected to the normal source (green) and one to indicate when the ATS is connected to the emergency source (red).		
F. LED indicating lights shall be provided and energized by controller outputs. The lights shall provide true source availability of the normal (green) and emergency sources (red) as determined by the voltage, frequency, and phase rotation sensing trip and reset settings for each source.		
G. A membrane switch shall be provided on the membrane panel to test all indicating lights and display when depressed.		
H. Provide ability to select "commit/no commit to transfer" to determine whether the load should be transferred to the emergency generator if the normal source restores before the generator is ready to accept the load.		
I. Terminals shall be provided for a remote contact which opens to signal the ATS to transfer to emergency and for the remote contacts which closes to inhibit transfer to emergency and/or retransfer to normal. Both of these inhibit signals can be activated through the keypad, communications interface port or USB. A "not-in-auto" LED shall indicate anytime the controller is inhibiting transfer from occurring.		
J. An in-phase monitor shall be a standard feature in the controller. The monitor shall control transfer so that motor load inrush currents do not exceed normal starting currents, and shall not require external control of power sources. The in-phase monitor shall be specifically designed for and be the product of the ATS manufacturer. The in-phase monitor shall be capable of being enabled or disabled from the user interface, communications interface port or USB.		
K. A time based load control feature shall be available to allow the prioritization addition and removal of loads based during transfer. This feature may be enabled for either or both sources. The user shall be able to control up to nine loads with independent timing sequences for pre and post transfer delays in either direction of transfer.		
L. The controller shall provide 2 inputs for external controls that can be programmed from the following values: • Common fault-Remote test • Inhibit transfer-Low battery voltage • Peak shave-Time delay bypass • Load shed forced to OFF position (programmed transition only) The controller shall provide two from "C" contact outputs rated for up to 12A @ 240 VAC or 2A @ 480 VAC that can be programmed from the following values: • Aux switch open—Transfer switch aux contact fault • Alarm silenced—Alarm active • I/O communication loss—Contactor position • Exercise active—Test mode active		

	COMPLY	
	YES	**NO**
• Fail to transfer—Fail to acquire standby source • Source available—Phase rotation error • Not in automatic mode—Common alarm • In phase monitor sync—Load bank control active • Load control active—Maintenance mode active • Non-emergency transfer—Fail to open/close • Loss of phase—Over/under voltage • Over/under frequency—Voltage unbalance • Start signal—Peak shave active • Preferred source supplying load—Standby source supplying load • The controller shall be capable of expanding the number of inputs and outputs with additional modules. Optional input/output modules shall be furnished with mount on the inside of the enclosure to facilitate ease of connections.		
M. Engine Exerciser: The controller shall provide an integral engine exerciser. The engine exerciser shall allow the user to program up to 21 different exercise routines based on the calendar mode. For each routine, the user shall be able to do the following: • Enable or disable the routine • Enable or disable transfer of the load during routine • Set the start time, time of day, time of week, week of month • Set duration of the run • At the end of the specified loaded exercise duration the switch shall transfer the load back to normal and run the generator for the specified cool down period. All loaded exercises shall be immediately ended and retransfer shall occur if the standby source fails. The next exercise period shall be displayed on the main screen with type of exercise, time, and date. The type of exercise and the time remaining shall be display when the exercise is active. It shall be possible of ending the exercise event with a single button push.		
N. Date & Time: the date shall automatically adjust for leap year and the time shall have the capability of automatically adjusting for daylight saving and standard times.		
O. System Status: the controller shall have a default display the following on: • System status • Date, time and type of the next exercise event • Average voltage of the preferred and standby sources Scrolling through the displays shall indicate the following: • Line of line and lone to neutral voltages for both sources • Frequency of each source • Load current for each phase • Single or three phase operation		

	COMPLY	
	YES	**NO**
• Type of transition • Preferred source • Commit or no commit modes of operation • Source/source mode • In phase monitor enable/disable • Phase rotation • Date and time		
P. Controllers that require multiple screens to determine system status or display “coded” system status messages, which must be explained by references in the operators manual shall not be acceptable.		
Q. Self-Diagnostics: The controller shall contain a diagnostic screen for the purpose of detecting system errors. This screen shall provide information on the status input signals to the controller which may be preventing load transfer commands from being completed.		
R. Communications Interface: The controller shall be capable of interfacing through a standard communications with a network of transfer switches and generators. It shall be able to be connected via an RS-485 serial communication (up to 4,000' direct connect or multi-drop configuration). This module shall allow for seamless integration of existing or new communication transfer devices and generators.		
S. The transfer switch shall also be able to interface to third party applications using Modbus RTU open standard protocols utilizing Modbus register maps. Proprietary protocols shall not be acceptable.		
T. The controller shall contain a USB port for use with software diagnostic application available to factory authorized personnel for downloading the controller’s parameters and settings; exercise event schedules; maintenance records and event history. The application can also adjust parameters on the controller.		
U. Data Logging: The controller shall have the ability to log data and to maintain the last 2,000 events even in the event of total power loss. The following events shall be time and date stamped and maintained in a non-volatile memory. The controller shall be able to display up to the last 99 events. The remaining events shall be accessible via the communications interface port or USB. a. Event Logging • Data, date, and time indication port or USB b. Statistical Data • Total number of transfers* • Total number of fail to transfers* • Total number of transfers due to preferred source failure* • Total number of minutes of operation* • Total number of minutes in the standby source* • Total number of minutes not in the preferred source*		

	COMPLY	
	YES	**NO**
• Normal to emergency transfer time • Emergency to normal transfer time • System start date • Last Maintenance date *The statistical data shall be held in two registers. One register shall contain data since start up and the second register shall contain data from the last maintenance reset.		
V. External DC Power Supply: An optional provision shall be available to connect up to two external 12/24 VDC power supply to allow the LCD and the door mounted control indicators to remain functional when both power sources are dead for extended periods of a time. This module shall contain reverse battery connection indication and circuit protection.		
MANUFACTURER'S RESPONSIBILITY:		
A. The supplier shall be able to provide the services of a field technician to test and demonstrate and train the operating personnel.		
B. The Authority shall have the option of witnessing the demonstration of the system. Notification shall be provided one week prior to the test and demonstration. Submittal shall include specification sheets showing all standard and optional accessories to be supplied: schematic, wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required interconnection between the generator set and the transfer switch.		
C. Each transfer switch shall be provided with an operator's manual providing installation and operating instructions.		
D. Each automatic transfer switch and generator set shall be warranted by the generator set manufacturer for one year from the date placed in service.		
PAINT:		
A. All steel parts shall have the mill scale and oil removed by means of a high-pressure chemical cleaner prior to painting. These surfaces shall be primed with a zinc rich, rust preventive primer. The finish paint shall be a high quality, high solid, polyurethane type enamel. All painting shall be done in conjunction with good commercial practices.		
B. Enclosure Color: Manufacturer's Standard.		
C. Generator and Transfer Switch: Manufacturer's Standard.		
MANUALS/ELECTRICAL DIAGRAM:		
A. One (1) service manual, one (1) parts manual, and one (1) electrical diagram for each unit shall be supplied at time of delivery.		

<u>Exception Form</u>: Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk.

Delivery Date Exception_____
Warranty Date Exception_____
Vendor's Name_____
Signature of Vendor Responsible Officer_____
Date_____

NEW JERSEY TURNPIKE AUTHORITY

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581 Main Street
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INSTRUCTIONS TO BIDDERS

PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING YOUR BID

AW/JP - 10/14

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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 & 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 (McGreevy) 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.

J-1 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN- Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

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 Purchasing 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 SECURITY-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, Purchasing 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 RFB/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 five (5) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to five (5) 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 Purchasing Department 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 Purchasing 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 FORM

The undersigned firm name of Bidder, in compliance with N.J.S.A. 52:25-24.2, does hereby state and declare the following list of shareholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

Name	Office Held	Address	Number of Shares of Stock, Corporation or % of Interest in Partnership

CERTIFICATION: I, being duly authorized, certify that the information supplied above, is complete and correct to the best of my knowledge. I certify that all of 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.

Company (Partnership) Name: _____ _____ (Signature)

Address: _____PRINT OR TYPE: _____ (Name)

_____ PRINT OR TYPE: _____ (Title)

Date _____

9-29-14 JP

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 Purchasing 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 G-1

NEW JERSEY TURNPIKE AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.

FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ **I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") . I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. ***I will skip Part 2 and sign and complete the CERTIFICATION below.***

OR

☐ **I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below.** Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

<u>Part 2:</u> PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name_____Relationship to Contractor/Bidder _____

Description of Activities

_____

_____

Duration of Engagement_____Anticipated Cessation Date_____

Contractor/Bidder Contact Name_____Contact Phone Number_____

CERTIFICATION

<u>MUST BE SIGNED BY BIDDER</u>

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

FULL NAME (print)**: _____ SIGNATURE_____**

TITLE:

_____DATE:_____

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: _____

_____ _____

PRINCIPAL

[CORPORATE SEAL]

_____

_____

WITNESS OR ATTEST: _____

_____ _____

SURETY

[CORPORATE SEAL]

CERTIFICATION AND REQUEST FOR WAIVER
OF THE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Purchase Requisition #_____

I hereby request an exemption from the New Jersey Turnpike Authority's Comprehensive Automobile Liability Insurance policy for the above reference Purchase Requisition. I certify that if the company referenced below (hereinafter, "the Company") is the successful low bidder the Company will utilize a recognized, commercial third party shipper (i.e. UPS, Federal Express, DHL, U.S. Postal Service, Air Borne Express, etc..) to deliver all Goods to the New Jersey Turnpike Authority. By signing this certification, a representation is made that no vehicle either owned, rented or leased by the Company will be used for the delivery of any goods to the New Jersey Turnpike Authority, and that, any delivery made will be restricted to the use of third parties providing package delivery service in the ordinary course of business. Accordingly, a waiver of Comprehensive Automobile Liability Insurance is hereby requested.

_____
The Company (insert name of Company)

By: _____
(print and sign name)

_____
Title

_____
Date

$2MM WAIVER