

**BID SOLICITATION NOTICE**

**TO RECEIVE A BID PACKAGE YOU MUST COMPLETE THIS FORM AND FAX IT TO THE NUMBER BELOW. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS / SERVICES YOU WILL RECEIVE.**

**THE NEW JERSEY TURNPIKE AUTHORITY**

**PURCHASING DIVISION**

P.O. Box 5042  
Woodbridge, New Jersey 07095-5042  
or  
New Jersey Turnpike Administrative Offices  
581 Main Street  
Woodbridge, New Jersey 07095-5042

Tel. - 732-750-5300  
Fax - 732-750-5399

**INVITATION TO BID**

TITLE: **4 WHEEL DRIVE RIDING MOWER**

BID NO: **R-73742**

DUE DATE: **8-5-2010**

TIME: **11:00 AM**

**SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS**

**BIDDER INFORMATION  
(TO BE COMPLETED BY THE BIDDER)  
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.

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E-MAIL ADDRESS

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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): \_\_\_\_\_





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, 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.

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

Contractor: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

**(Location by Country)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

**(Location by Country)**

Name: \_\_\_\_\_

Address \_\_\_\_\_

Title: \_\_\_\_\_

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

*All business entities are advised of their 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 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.ele.state.nj.us](http://www.ele.state.nj.us)*

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF \_\_\_\_\_ :SS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to

law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_ in the firm of \_\_\_\_\_  
(Name) (Title, Position, etc)

\_\_\_\_\_, the Bidder submitting the Proposal for the Services herein; that I executed said Proposal with full authority to do so; and that the Bidder acknowledges our 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. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit 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 Proposal and in statements contained in this affidavit in awarding the contract for the project.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTICE TO ALL PROPOSERS  
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 to 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 R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c. 5232-32 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 \_\_\_\_\_

## **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 ("EO 134") was signed on September 22, 2004 and became effective October 15, 2004. The Order is 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. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any contract resulting from this procurement.

### **DEFINITIONS**

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.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. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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 its members); general partnership (and its partners); limited partnership (and its 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 or child, residing in the same household.

## **BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (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 to any State or county party 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 the Legislation; (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 the Legislation; 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 the Legislation.

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

a) 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 to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting 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 means 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 a contract under this procurement, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made to the State Treasurer.

## **STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

## **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 51 (EXECUTIVE ORDER NO. 117)**

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation's stock, and professional services corporations, including any officer or shareholder, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
  - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLC's), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);
  - In the case of a sole proprietorship: the proprietor; and
  - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
  - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, 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.

2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

*Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed or after November 15, 2008.*

Updated forms and materials are currently being developed to combine the requirements of P.L. 2005 c. 51 and Executive Order 117. In the meantime, beginning November 15, 2008, the intended Awardee only will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117 form(s).

The Chapter 51 and EO 117 forms are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> and the Chapter 271 form is also available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>

**Note: The Intended Awardee will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will issue a contract.**

**REQUEST FOR QUOTATION**  
**THIS IS NOT AN ORDER**

DATE OF REQUEST: **08-05-2010**

Sealed Proposals for Requisition R-73742 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight / next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the prevailing date and time.

**INTENTION**

It is the Intention of the Authority to issue a Purchase Order for the Procurement of a **4 Wheel Drive 72" Rotary Rear Discharge Riding Mower**. Items purchased off this Agreement will be delivered as directed by the Authority. The term of the contract shall be for one year with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Please contact Regina Parker with any questions regarding this procurement contract at 732-750-5300 X 8633.

**BID SHEET INSTRUCTIONS**

Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Purchasing in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Purchasing. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Purchasing as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of the Addendum the content of the Addendum shall become part of the Bid Documents. **Request for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.**

Only written interpretations or corrections issued by the Director of Purchasing, by Addendum shall be binding.

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 Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Proposal form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in

its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Proposal, except in cases where “Exceptions” are permitted.

**The Authority will accept Approved Equivalent items on this bid.** If a bidder is basing the proposal on items other than what is specified, and wishes the items he proposes 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 Request for Quotation contained herein, the item number, an item description, including manufacturers name, model number, and packaging quantities of those Items which the Bidder proposes to substitute.

**Bidders must supply a Unit and Total Dollar Amount price for the item listed. The bid will be awarded to the vendor who supplies the lowest total cost for the item listed in the bid.**

**Bidders must quote only one price per line Item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected.**

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

**Award will be made to the lowest, responsible bidder for the total items bid.**

**REQUEST FOR QUOTATION**

**MATERIAL AND SERVICE DESCRIPTION**

ITEM	QUAN.	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	8	Each	<b>4 – Wheel Drive 72” Rotary Rear Discharge Riding Mower</b> As Per Specification Attached	\$ _____	\$ _____
<b>Total Price \$ _____</b>					

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN**  
**FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

DELIVERY DATE \_\_\_\_\_, to sites as specified in the bid specifications.  
Discount Terms Based On Net 30 Days Only.

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
Name of Company and / Authorized Signature of Bidder

NEW JERSEY TURNPIKE AUTHORITY

**NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: R73742**

**PROPOSAL TITLE: 4 WHEEL DRIVE 72" ROTARY REAR DISCHARGE RIDING MOWER**

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:\_\_\_\_\_

## **REASONS FOR BID REJECTION**

The Authority sometimes has to reject bids that are not filed on time or submitted properly. Below is a list of reasons for bid rejection. Please use as a guide in preparing bids.

### TYPICAL REASONS FOR BID REJECTION:

- LATE BID – DATE AND TIME
- FAILURE TO COMPLETE AND SUBMIT BID QUOTATION (INCOMPLETE BID)
- FAILURE TO SIGN AND NOTORIZE PROPOSAL AND NON-COLLUSION AFFIDAVIT (SIGNATURE PAGE)
- FAILURE TO COMPLETE STOCKHOLDER DISCLOSURE STATEMENT
- FAILURE TO SUBMIT AFFIRMATIVE ACTION COMPLIANCE
- FAILURE TO SUBMIT MANDATORY SAMPLES (When Required)
- FAILURE TO ATTEND MANDATORY BIDDER’S CONFERENCE/SITE INSPECTION (when required)
- FAILURE TO SUBMIT CHAPTER 51 (EO 134)
- FAILURE TO SUBMIT BUSINESS REGISTRATION CERTIFICATE
- FAILURE TO SUBMIT PROPOSAL BID GUARANTEE WITH THE BID(When Required)
- FAILURE TO SUBMIT PUBLIC WORKS CERTIFICATE WITH THE BID (When Required)

### **THE FOLLOWING CHECKLIST IS PROVIDED TO FURTHER ASSIST THE BIDDER IN COMPLETING THE BID:**

- SUBMIT PROOF OF INSURANCE REQUIREMENTS (When Required)
- IF BIDDING AN ALTERNATE, PROVIDE DETAILED SPECIFICATION(S)
- QUOTE THE SPECIFIED UNIT OF MEASURE
- INCLUDE ALL REQUIRED DOCUMENTS - CATALOG(S)/PRICE LIST(S)/SPECIFICATION(S) (When Required)

**SIGNATURE PAGE (1)**

**ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE returning Request for Quotation:

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

(All addenda / inquiries must be acknowledged as indicated above.)

**OFFER:** 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 Contract. Signature also certifies understanding and compliance with the requirements of the standard terms and conditions.

Bidding Entity \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_

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

**DISCLOSURE STATEMENT**

The undersigned firm name of Bidder, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

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

**SIGNATURE PAGE (2)**

**NON-COLLUSION AFFIDAVIT:** The undersigned being duly sworn according to law on my oath dispose and say that I am the bidder making this proposal for the above named referenced requisition, and that I execute this proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above referenced requisition; and that all statements contained in this proposal and in this affidavit 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 further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by our firm.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**Subscribed and sworn to before me**

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public of the State of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

## **ADDITIONAL YEARS PURCHASING OPTION**

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 required 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 in the two subsequent Model Years, 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, Purchasing 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-MAINTENANCE DEPARTMENT BIDS

1. This bid and attached specifications govern the purchase of:

Item #	Quantity	Description	Maximum Delivery Date
I.	8	4-Wheel Drive 72" Rotary Rear Discharge Riding Mower	No Later Than December 15, 2010

**(Option to purchase up to an additional 2 mowers)**

2. SPECIFICATIONS: Specifications covering purchase of unit above are as follows:

RM-2010 4-WHEEL DRIVE 72" ROTARY REAR DISCHARGE RIDING MOWER

3. COMPLIANCE WITH RULES AND REGULATIONS: The unit and associated equipment furnished must comply with all Federal and State Motor Vehicle Safety Laws and Regulations. The unit and all associated equipment furnished shall be capable of passing the New Jersey State Motor Vehicle Inspection Laws, where applicable.

4. ENERGY STAR REQUIREMENTS: If applicable for items specified in bid package, the vendor must provide products that earn ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The vendor is encouraged to visit [energystar.gov](http://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 to Using Agencies, if a contract is awarded to the bidder.

5. ERRORS AND OMISSIONS: Inadvertent omissions, errors, and required changes in the attached specifications must be brought to the attention of the New Jersey Turnpike Authority (Authority) Director of Purchasing before bid submission date. If the bidder discovers any errors or omissions in the work undertaken and executed by them, they shall immediately notify Peter Perperas (Project Supervisor) at 609-426-6385, who shall promptly verify the same. 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. It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.

6. PILOT MODEL: The successful bidder shall make available one (1) fully completed pilot unit that shall be fully compliant with Authority specifications for inspection and acceptance by the New Jersey Turnpike Authority.

Questions, which arise before or during the preparation of the pilot model, shall be addressed in writing via e-mail from the vendor to Peter Perperas (Project Supervisor) of the New Jersey Turnpike Authority at [perperas@turnpike.state.nj.us](mailto:perperas@turnpike.state.nj.us) on a not to delay basis.

All inspections shall take place at the New Jersey Turnpike Authority Division's Central Shops Facility located at Exit 8 in Hightstown, NJ 08520.

Disregard of specification instructions constitutes non-acceptance of pilot model approval and possible rejection of bid. Pilot inspection changes shall be reviewed prior to build approval.

7. **DELIVERY INSTRUCTIONS**: Vendor must contact the Authority to schedule date and time prior to delivery. Contact Peter Perperas (Project Supervisor) at 609-426-6385 when unit (s) is ready for delivery to the Authority's facility. Any work that needs to be completed including all pre-delivery preparation will be done at the vendor's facility by the vendor. **All units shall be delivered to the New Jersey Turnpike Authority's Division Central Shops Facility located at New Jersey Turnpike Exit 8 in Hightstown, NJ 08520.**

If and where specified in supplemental orders, units may be required to be delivered to the Authority's Garden State Parkway's Division Telegraph Hill Maintenance Facility located at Garden State Parkway Exit 116 in Holmdel, NJ 07733. Vendor must contact the Fleet Administrator at 732-888-5025 to schedule date and time prior to delivery.

**Awarded vendor shall be fully responsible to deliver all units ordered. Deliveries made directly from the unit's manufacturer to the Authority shall not be acceptable. NO EXCEPTIONS**

All units must be pre-delivery serviced, completely assembled, operational, (including a minimum of a half tank of fuel) and cleaned before delivery authorization is issued. It shall be the responsibility of the awarded vendor to pre-inspect each vehicle to verify it is fully complete and compliant with specification prior to delivery to the Authority.

The following administrative package must accompany all deliveries: (NJTA Inspectors shall verify during pre-delivery inspection).

- Warranty forms properly executed.
- Four (4) keys for each unit shall be furnished.
- Packing list of additional parts and accessories not installed on units, i.e. items to accompany units on delivery.
- Vendors invoice processed for NJTA payment procedures. (Purchase order number must be displayed on invoice). Invoice shall have current date and be hand delivered to Peter Perperas (Exit 8-Central Shops Facility in Hightstown, NJ) after final acceptance of complete order.
- Delivery shall be no later than December 15, 2010. **NO EXCEPTIONS**
- In the event the vendor fails to timely deliver the units, the vendor shall pay the Authority liquidated damages in the amount of \$64.00 per unit for each calendar day (**No Exceptions for Liquidated Damages**) beyond the maximum delivery date, as per Dataquest's Rental Rate Blue Book for Construction Equipment.

8. **WARRANTY**: All units delivered must be guaranteed to be free from defects in materials, design and workmanship for a minimum of two (2) years/1500 operational hours from the time of acceptance by the New Jersey Turnpike Authority. Warranty must include service availability from any manufacturer's authorized dealer establishment most closely located to Turnpike area. This repair facility may not be further than 100 miles from either Northern Division (milepost 104.7 southbound) Newark, NJ or Central Shops Facility (Exit 8) Hightstown, NJ or Southern Division (milepost 38.0 northbound) Mt. Laurel, NJ. 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 will start from date of acceptance of unit by the New Jersey Turnpike Authority. Successful bidder must supply written certification of all manufacturers' warranties upon delivery of units. NO EXCEPTIONS**

9. **TECHNICAL SHEETS**: All bids must contain a separate detailed specification/technical sheet describing exact equipment that shall be provided. Failure to include these items may be cause for rejection of bid. **Brochures alone shall not be acceptable.**

10. **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 indicating 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 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.**

11. MANUFACTURER’S PRODUCTION SHEET: The vendor shall furnish one (1) copy of the actual Factory Production Sheet for each unit provided.

12. 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 two (2) sites designated by the New Jersey Turnpike Authority.

13. LABELS: All controls and switches installed on unit by chassis manufacturer or sub-contractor shall be clearly and permanently labeled. Plastic stick-on labels shall **not** be acceptable.

14. ADVERTISEMENTS: No Dealer advertisements shall appear on the cab, chassis, body or any other related equipment.

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

16. 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 the both Central Maintenance Facilities located in Holmdel, NJ 07733 and Hightstown, NJ 08520. 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 location, names and telephone numbers of people who are authorized to service the equipment or can be reached for emergency service.

Location \_\_\_\_\_

Phone # \_\_\_\_\_

Contact \_\_\_\_\_

Name & Title

**SPECIFICATIONS: RM-2010  
4-WHEEL DRIVE 72" ROTARY  
REAR DISCHARGE RIDING MOWER**

INTENT: The intent of this specification is to describe and govern the purchase of a four-wheel drive, 72" rotary rear discharge, diesel powered riding mower. The unit shall be new and of the latest design and be in current production at the time of the submission of bid. All standard and optional equipment shall be Original Equipment Manufacturers (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.**

<b>GENERAL:</b>	<b>COMPLY</b>	
	<b>YES</b>	<b>NO</b>
A. Four-wheel drive, 72" rotary rear discharge, diesel-powered riding mower.		
B. The unit shall be new and of the latest design and be in current production at the time of the submission of bid.		
C. All standard and optional equipment shall be Original Equipment Manufacturers (OEM) items, when available. <b>NO EXCEPTIONS.</b>		
<b>ENGINE:</b>		
A. The unit shall have a Kubota or an approved equivalent 3-cylinder, liquid cooled diesel engine.		
B. 26 net horsepower at a governed speed of 3,250 rpm.		
C. Engine shall include the following: <ul style="list-style-type: none"> <li>• Three (3) start assist glow plugs.</li> <li>• Centrifugal water pump.</li> <li>• Fuel injection pump.</li> <li>• Electric fuel pump.</li> <li>• Replaceable fuel filter/water separator.</li> <li>• Bottom drain for water removal.</li> <li>• Heavy-duty remote mounted air cleaner.</li> <li>• Spark arrestor muffler.</li> </ul>		
<b>FUEL TANK:</b>		
A. Fuel tank shall have a minimum capacity of six (6) gallons.		
B. Fuel tank shall be located inside of frame to protect it from accidental impacts from trees, brush, fences, guardrails, etc.		
<b>RADIATOR:</b>		
A. Mid-mount industrial radiator with tube and fin construction.		
B. Radiator shall be positioned to draw cool air around the operator.		
C. Stamped top and bottom tanks with internal hydraulic oil cooler in lower tank.		
D. Water cooled hydrostatic system shall regulate operating temperature-adjusts seasonally.		
<b>CONTROLS, GAUGES, &amp; DIAGNOSTICS:</b>		
A. Hand operated throttle.		

B. PTO.		
C. Hydraulic implement lift.		
D. Foot controlled traction pedal.		
E. The following gauges shall be supplied: <ul style="list-style-type: none"> <li>• Ammeter.</li> <li>• Hour meter.</li> <li>• Fuel gauge.</li> <li>• Coolant temperature switch gauge (shuts down engine in case of over heating).</li> <li>• Oil pressure warning light and buzzer.</li> <li>• Glow plug switch/indicator.</li> </ul>		
<b>ELECTRICAL FEATURES:</b>		
A. 12-volt maintenance free battery with 630 cold cranking amps. Battery must be situated in an appropriate out of the way location in a steel enclosure to prevent damage from rocks and/or debris.		
B. 40-amp alternator.		
C. 40-amp manual reset circuit breaker.		
D. Seat, PTO, and traction shall have interlock safety switches.		
<b>TRACTION DRIVE:</b>		
A. Variable speed, axial piston, hydrostatic in-line transmission mating to drive axle.		
B. Single foot pedal control for forward/reverse ground speed.		
C. Charge circuit hydraulics shall provide hydraulic flow for power steering and implements lift.		
D. Mechanically driven rear steering axle with differential action and on-demand overriding clutch.		
E. On-demand overriding clutch shall prevent rear wheel skidding and shall maintain 2-wheel drive maneuverability and uncut circle in the 4-wheel drive mode.		
<b>IMPLEMENT DRIVE/LIFT:</b>		
A. 1/8" splined PTO shaft driven by a tight-slack double "A" section torque team V-belt.		
B. Anti-side load system shall protect the crankshaft output bearings.		
C. Hydraulic implement lift.		
D. Two (2) torsion springs counter balance implements shall be provided for greater stability and traction.		
<b>STEERING:</b>		
A. Hydraulic power steering.		
B. Tilt steering wheel with a 15° range of movement. Shall release and lock by a single lever control.		
<b>GROUND SPEED/CLEARANCE:</b>		
A. Speed shall be 0-9.5 mph, infinitely variable.		
B. Front ground clearance of 7.5".		
<b>TIRES/WHEELS:</b>		
A. Two (2) front extra traction drive tires, 23 x 8.50-12, tubeless on demountable drop center rims.		
B. Two (2) rear steering tires, 18 x 6.50-8 tubeless, ribbed tread.		
<b>BRAKES:</b>		
A. Individual drum type wheel brakes and parking brakes on front traction wheels used together or individually for steering control or slope mowing.		
B. Dynamic braking through traction drive.		
<b>SEAT:</b>		
A. High-back weight adjustable deluxe suspension seat with arm rests.		
<b>TOOLBOX:</b>		
A. Built-in steel toolbox with a latch down cover shall be located in fender.		
<b>ROPS (Roll Over Protective Structure):</b>		
A. An OSHA certified 2-post ROPS with seatbelt and canopy shall be installed on unit.		
<b>LIGHTS:</b>		

A. Exact location of warning lights shall be determined by contacting the Authority Inspector prior to mounting. <b>NO EXCEPTIONS</b>		
<p>B. The following light package shall be installed onto each unit ordered in this bid package:</p> <ul style="list-style-type: none"> <li>• Whelen Model TIR 3 Series lights or approved equivalent, four (4) of each of the following components: RSA03ZCR, RBKT1, RFLANGEA. Installation instructions shall be as follows: <ul style="list-style-type: none"> <li>a. Install wiring and flasher relay.</li> <li>b. Install two (2) TIR 3 light bracket assemblies on the inside of the upper rear of the canopy, one (1) on the left and one (1) on the right facing rearward.</li> <li>c. Install two (2) TIR 3 light bracket assemblies on the inside of the upper front of the canopy, one (1) on the left and one (1) on the right facing forward.</li> <li>d. Bolt TIR 3 lights to brackets and install plug ends on light assemblies.</li> <li>e. Install plug ends on two (2) lengths of fifteen feet long 16 gauge/three wire.</li> <li>f. Cover wires with ½" loom.</li> <li>g. Route covered wires from the front lights to the rear lights securing them to each side of the canopy with vinyl coated cable clamps.</li> <li>h. Secure covered wires to each side of the Roll Over Protection Structure (ROPS).</li> <li>i. Route covered wires behind seat along right side.</li> <li>j. Remove the instrument cover; connect the ground wires to the negative terminal of the battery.</li> <li>k. Install an inline fuse on the positive battery terminal to the relay feed.</li> <li>l. Connect the two (2) positive wires to the fused relay.</li> <li>m. Connect the SYNC wires for the forward facing lights together.</li> <li>n. Connect the SYNC wires for the rearward facing lights together.</li> </ul> </li> <li>• Whelen Model 200 Series lights or approved equivalent, two (2) of each of the following components: 2EA00ZAR, 2FLANGEB. Installation instructions shall be as follows: <ul style="list-style-type: none"> <li>a. Drill two (2) 4½" diameter holes in rear of engine cover.</li> <li>b. Install new harness plug (Deutsch) type.</li> <li>c. Install plug onto 200 Series lights (Deutsch) type.</li> <li>d. Install lights using rubber grommets.</li> <li>e. Connect SYNC wires.</li> </ul> </li> </ul> <p><u>NOTE:</u> Exact location of warning lights shall be determined by contacting the Authority Inspector prior to mounting. <b>NO EXCEPTIONS</b></p>		
<b>MOWER DECK:</b>		
A. Rear discharge mower deck shall have a 72" cutting width, three (3) blades, and front mounted rotary.		
B. Unit shall be capable of mowing a minimum of 4 acres per hour at 5.5 mph.		
C. Mowing deck shall be full floating.		
<b>TRIMMING:</b>		
A. The steel deck shall be offset 18" to the right from centerline in order to enable the deck to cut further under guard rail and low hanging branches, etc.		
B. Deck trim width from outside of extra traction tire to trim side-right: 23".		
C. Uncut circle, right: 15".		
D. Uncut circle with use of wheel brakes: 0".		
<b>HEIGHT OF CUT:</b>		
A. 1" to 4" adjustable front and rear in .5" increments.		
<b>CONSTRUCTION:</b>		
A. 11-gauge steel, 4" deep, welded construction reinforced with 3.5" x 7- gauge channel.		
B. No tool quick-release deck covers.		
<b>CUTTER DRIVE:</b>		
A. Isolation mounted PTO driven gearbox.		
B. Single "BB" section hex belt to spindles with self-tensioning idler pulleys.		

C. 1.25" diameter spindle shafts shall turn on two (2) greasable tapered roller bearings (lubrication from top of deck).		
D. Spindle assembly shall be supported within conical 9" ductile cast iron spindle housing.		
E. A positive splined connection shall attach pulleys to spindle shafts for high torques capacity.		
F. Welded blade retainer.		
<b>BLADES:</b>		
A. Three (3) 25" long x .25" thick heat-treated steel blades.		
B. Anti-scalp cup shall be located on each blade.		
<b>SUSPENSION &amp; CASTER WHEELS:</b>		
A. Four (4) caster deck design, torsion spring supported deck push arms and ball joint arms mount allowing front to rear, left to right, and diagonal deck flotation.		
B. Two (2) front (10.00" x 3.25") and two (2) rear (6.25" x 3.0") caster tires shall consist of hard rubber and roller bearings.		
C. Deck shall be counter balanced by two (2) torsion springs.		
D. One (1) front center anti-scalp roller, 2-position adjustable.		
E. Adjustable left and right side skids.		
<b>PAINT:</b>		
A. Manufacturer's standard.		
<b>MANUALS:</b>		
A. The following manuals shall be provided with each unit at time of delivery: <ul style="list-style-type: none"> <li>• Operating-3</li> <li>• Maintenance-2</li> <li>• Repair-2</li> <li>• Parts-2</li> </ul>		
<b>CERTIFICATION:</b>		
A. Complete unit shall meet and/or exceed all Federal and State Regulations.		

