



NEW JERSEY SPORTS & EXPOSITION AUTHORITY

**REQUEST FOR PROPOSAL
FOR
REPLACEMENT OF 5 kV AUTOMATIC SWITCHGEAR

STORM WATER PUMP STATION
MEADOWLANDS SPORTS COMPLEX**

Anyone downloading a copy of this RFP from the NJSEA website, as opposed to picking up a copy from the NJSEA offices, is required to send a notice of interest to Mr. John Duffy at jduffy@njsea.com, which should include name, address, phone number and an e-mail address of the Proposer, in order to receive any addenda.

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FOREWORD

The New Jersey Sports and Exposition Authority (the “**Authority**”), is requesting proposals (“**Proposal**”) from switchgear companies in relation to the replacement of one (1) 5 kV automatic transfer switchgear (“**Proposers**”).

Section I of this RFP contains the scope of work. Sections II and IV of this RFP contain the requirements for the submission of the Proposal. Section III contains the terms and conditions for the replacement of the one (1) 5 kV automatic switchgear (the “**switchgear**”). Section IV contains criteria for qualification and evaluation for the Proposal. Proposers are reminded that awarding of this Proposal is based on both price and documented qualifications of the Proposer to perform the services and the performance of the switchgear.

SECTION I - PROJECT DESCRIPTION AND SCOPE OF WORK

The NJSEA Meadowlands Storm Water Pump Station is planning the replacement of the existing medium-voltage (2400-volt) automatic transfer switchgear. The new switchgear shall be open transition and transfer the station load to-and-from the (1) preferred and (1) alternate sources utilizing an automatic transfer controller and two (2) circuit breakers. There shall be an adder-option to the base price that includes a generator connection tap-box provision utilizing (2) load break switches with kirk-keys preventing parallel closure of both switches.

A. PROJECT SPECIFICATIONS

PROJECT COORDINATION

- A. Project Identification: Pump Station 5kV Automatic Transfer Switchgear
- B. Project Location: NJSEA Meadowlands Site Storm Water Pump Station
- C. Owner: New Jersey Sports & Exposition Authority (NJSEA)
- D. Engineer: John-Winston Engineers & Consultants, Inc., Allenhurst, NJ
- E. Project Coordinator: John-Winston Engineers & Consultants, Inc. has been appointed by NJSEA to serve as Technical Project Coordinator.
- F. The Products and Services to be provided by the Equipment Supplier consists of the following:

Activity Type	Description
Equipment Submittals and Approval Coordination	<ul style="list-style-type: none">1. Provide <u>Engineering Submittals</u> for each item supplied for approval2. Provide <u>24 Man-hours of Design Assistance Services</u> with the Engineer & Contractor3. Prepare a Final Release for Manufacture for Project team Sign-off
Equipment Manufacturer	<ul style="list-style-type: none">1. Provide a guaranteed <u>Schedule for Final Manufacture</u>2. Inform the Project Team when the Manufacturing is Complete
On-Site Delivery	<ul style="list-style-type: none">1. Provide <u>Delivery Transportation</u> for all Equipment to the Project Site. Rigging to be done by others
Commissioning	<ul style="list-style-type: none">1. Provide installation support: <u>40 Man-hours of On-Site Technical Support Services & Training</u>2. Apply final protection & control settings to equipment3. Perform final inspection & adjustment and <u>Approval for Service</u>

B. PROJECT SCOPE

- A. The Electrical Equipment Supplier shall supply a fully functional Generator Automatic Transfer Switchgear to replace the 2.4kV line-up as shown on the attached record drawing E1 & E2 as '2.4kV Generator Control & Automatic Transfer Section' and the new schematic drawings E-1.00 & E-1.01 as 'Generator Automatic Transfer Switchgear'.
- B. The Supplier shall provide technical packages and quotations for the switchgear equipment with the following details for review.
1. Fully automatic metal-enclosed switchgear utilizing (2) circuit breakers.
 2. Adder option to include a generator connection provision (tap box).
- C. The Supplier shall be authorized service providers with complete parts and service to assure minimum equipment downtime and best service response to the owner, available on a 24-hour emergency basis within 50 miles of the project site.

SECTION II - SUBMISSION OF THE PROPOSAL

A. PROPOSAL TIMELINE

The following are key milestones for the selection process:

RFP Release	January 17, 2019
Pre-Bid Walk and Meeting:	January 24, 2019
Proposals Due	February 7, 2019
Evaluation of Proposals	Immediate
Interviews	Authority reserves the right to interview Proposers
Selection of Successful Proposal	as soon as possible
Anticipated Contract Award	as soon as possible

B. PRE-PROPOSAL CONFERENCE (OPTIONAL)

There will be a pre-proposal conference (“**Pre-Proposal Conference**”), where additional information will be available and in a forum in which the Authority’s staff will answer questions.

Attendance at the Pre-Proposal Conference is optional and not condition of this Proposal.

The Conference will be held in the Authority’s offices located at NJSEA Engineering Office at the Meadowlands Sports Complex, 50 NJ-120, East Rutherford, NJ 07073 on January 24, 2019 at 10:00 a.m.

Any questions arising from the Proposers subsequent to the Pre-Proposal Conference must be raised in accordance with sub-section I of this Section.

C. SUBMISSION OF THE PROPOSAL

One (1) original of the sealed Proposal must be submitted to the Authority, by mail or personal delivery, at the below address, no later than 2:00 pm on February 7, 2019. Proposals submitted after this date will not be accepted. Proposals should be submitted to:

Address: New Jersey Sports and Exposition Authority

50 State Route 120 East Rutherford, NJ, 07073-2160 Attn: John Duffy, P.E., Senior Vice President of Sports Complex Operations & Facilities

Phone: (201) 842-5115

Email: jduffy@njsea.com

Proposals shall be identified with the name, address and telephone number of the Proposer and the due date.

Proposer will assume the responsibility of fully acquainting itself with all terms and conditions and specifications set out in this RFP.

D. REJECTION OF THE PROPOSAL

The Authority reserves the right in its sole discretion to reject any or all Proposals in whole or in part, without incurring any cost or liability whatsoever. All Proposals will be reviewed for completeness of the submission requirements. If a Proposal fails to meet a material requirement of this RFP, or if it is incomplete or contains irregularities, the Proposal may be rejected. A deviation is material to the extent that a Proposal is not in substantial accord with the RFP requirements. A Proposal which fails to address each the submission requirements in this Section II or in Section IV, may be deemed non-responsive and will not be further considered.

Immaterial deviations may cause a bid to be rejected. The Authority may or may not waive an immaterial deviation or defect in a Proposal. The Authority's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with the RFP requirements.

Proposals that contain false or misleading statements may be rejected if in the Authority's opinion the information was intended to mislead the Authority regarding the evaluation of the Proposal or the requirements of the RFP.

The Authority shall have the right to award this contract to the Proposer best meeting specifications and conditions.

E. ACCEPTANCE OF THE PROPOSAL AND SIGNING OF THE CONTRACT

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, in accordance with, and if in fact, a Proposal is accepted and a services contract for the replacement of the Switchgear (the "**Services Contract**") is entered into by the Authority.

The Proposer to whom the Services Contract is awarded shall within ten (10) business days of the notification of such award meet with Authority personnel for the purpose of finalizing the detailed terms and conditions of the Services Contract.

No contract or agreement, express or implied, shall exist or be binding on the Authority before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the Authority in its sole discretion, the Authority may enter into negotiations and sign a contract with any other Proposer who submitted a timely, responsive and responsible Proposal to this RFP.

Questions regarding the Authority's award of any business on the basis of Proposals submitted in response to this RFP, or on any other matter in connection with the selection process, should be submitted by email to jduffy@njsea.com with the phrase "Replacement of the Switchgear RFP" in the

subject line.

F. PROPOSAL PREPARATION

Proposers shall submit a sealed Proposal with a letter signed by an authorized representative of the Proposer.

Proposers must return all pages of the Proposal including any addendum issued prior to Proposal opening. Removal of any pages or modifications or deletions on any terms or conditions of the Proposal may result in the Proposal being considered non-responsive.

All responses shall be typewritten without erasures or deletions. Any erasures or deletions shall be initialed.

Proposals submitted for this project are to include all information described below and must address all requested information.

Any additional information that the Proposer wishes to include that is not specifically requested should be included in an appendix to the Proposal.

G. PROPOSAL CONTENTS

To ensure complete and organized responses to this RFP, one (1) original of the sealed Proposal should be submitted according to the format specified below:

SECTION	ITEM
	Transmittal letter
	Table of contents
A	Qualifications of Proposers
Appendix A	Terms and Conditions
Appendix B	Required forms

Transmittal Letter

The transmittal letter shall be a formal letter from the Proposer and shall be prepared in a standard business format. The letter shall be brief, signed by the person who is authorized to commit the Proposer to perform the work specified in the Proposal, and identify all materials and enclosures being forwarded in response to the Proposal. The letter shall also include the name of the person who shall serve as the Proposer's representative for all matters relating to the Proposal response. A statement shall be included that the Proposal submitted is valid for at least seventy-five (75) days from the Proposal due date.

Table of Contents

The Proposer shall provide a table of contents consistent with the outline presented in this section.

H. ERRORS IN THE RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, the Proposer should immediately provide the Authority with written notice and request that the RFP be clarified or modified.

If prior to the submission date, a Proposer knows of or should have known of an error in the RFP but fails to notify the Authority of the error, the Proposer shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

I. QUESTIONS REGARDING THE RFP

Questions regarding the RFP may be addressed in writing to J. Duffy at jduffy@njsea.com, with the phrase "Replacement of the Switchgear RFP" in the subject line. All such questions must be submitted by January 29, 2019. Questions and answers regarding the RFP will be shared with all Proposers known to be interested in submitting a Proposal.

J. ADDENDA

Any modifications or revisions to any part of this RFP will be made via addenda issued by the Authority. Addenda shall be posted on the public notice section of the Authority's website and will also be distributed, via email, to the Proposers who have notified the Authority that they wish to be added to the distribution list for this Proposal.

K. COSTS

The Authority shall not be liable for any costs incurred by the Proposer in submission of its Proposal.

L. PUBLIC RECORDS

Any Proposal received from the Proposer constitutes a public document that will be made available to a member of the public upon request pursuant to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et. seq. A Proposer may request the Authority to deem certain sections of its Proposal containing personal, financial or proprietary information non disclosable, which determination shall be in accordance with such act.

M. NOTICE

Where written notice is required in this RFP, the notice must be sent by U.S. mail and e-mail to jduffy@njsea.com with the phrase "Replacement of the Switchgear RFP" in the subject line.

SECTION III - TERMS AND CONDITIONS

A. PURPOSE AND DURATION

This RFP is for the purpose of establishing a contract between the Authority and a qualified switchgear firm to perform services outlined in the scope of work.

The term of the contract to be awarded, as a result of this Proposal, will be for the completion of services outlined in the scope of work.

B. SERVICES CONTRACT

Set forth in Appendix A are certain key contractual terms of the Services Contract. The final contractual terms shall be as agreed between the parties. The Authority reserves all rights to negotiate the Services Contract if it deems it in its best interest.

C. OTHER CONDITIONS

In addition to the terms and conditions set out in Appendix A, the Proposer should not that:

- The performance and the scope of the work shall at all times and in all respects be subject to the direction and approval of the management of the Authority and its designees.
- The Authority reserves the right to interview and accept or reject all Proposer personnel prior to their commencing work or at any time during the duration of the Services Contract, when it is in the Authority's interest to do so. In all cases, the Authority's decision will be binding on the Proposer.
- The Proposer will assume the responsibility of fully acquainting itself with all "Terms and Conditions" and specifications contained herein, as well as the physical site.

SECTION IV - EVALUATION FACTORS AND CRITERIA

A. QUALIFICATIONS OF PROPOSERS

Proposers shall be of known good reputation in the field of switchgear replacement with experience with similar projects or services and must submit with their Proposal evidence of their qualifications to satisfy the following conditions:

1. The Proposer must certify that it possesses a minimum of five (5) years' experience in completing switchgear replacement services for switchgears of a similar size.
2. Provide proof that the Proposer's facility can accommodate the Switchgear and that the Proposer engages in work of this nature on a regular basis.
3. The Proposer must submit the Bidder Qualification Data schedule, found in Appendix B Section R.
4. Complete the Experience matrix, as found in Appendix B Section T, and indicate the following for each representative project:

Column 1	Job Title – Project Location
Column 2	Size of Switchgear
Column 3	Types of Services Provided
Column 4	Job Duration / Completion Date
Column 5	Owner contact name
Column 6	Owner contact phone number
Column 7	Owner contact address
Column 8	Owner contact email address

B. EVALUATION OF THE PROPOSAL

Each Proposal will be evaluated by an evaluation committee of the Authority based on the following criteria:

1. Experience and qualification of Proposer to satisfy specified requirements, including demonstrated ability to completing switchgear replacement services for switchgears of a similar size.
2. The past performance of the Proposer in conducting switchgear replacement services for switchgears of a similar size.
3. The cost proposal.
4. Credentials of the Proposer's team.

During the evaluation process, the Authority may require a Proposer's representative to answer questions with regard to the Proposal and/or require certain bidders to make a formal presentation to the evaluation team.

SECTION V - STATUTORY BIDDING AND OTHER REQUIREMENTS

In addition, to the terms and conditions set out elsewhere in this RFP, each Proposal shall comply with the requirements set forth in this Section V.

A. REVIEW BY STATE TREASURER

The State Treasurer of the State of New Jersey or his designee may review the disclosures submitted pursuant to this Section, as well as any other pertinent information concerning the contributions or reports thereof by the selected Proposer, prior to award, or during the term of the Contract. If the State Treasurer determines that any contribution or action by the selected Proposer constitutes a breach of contract or poses a conflict of interest in the awarding of the contract under this RFP, the State Treasurer may disqualify such Proposer from award under this RFP.

B. REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

Definitions

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

- a) **Reportable Contributions** -- contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
- b) **Business Entity** – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership,

business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person. Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

- c) **Officer** -- a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- d) **Partner** -- one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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 or 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 State 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, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.
- b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 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 mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, 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. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134> shall be provided to the intended awardee with the Notice of Intent to Award.

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 NJSEA (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.

C. BUSINESS REGISTRATION

Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Authority) are prohibited from entering into a contract unless the Proposer has provided a copy of its business registration certificate (or interim registration) as part of its Proposal. Accordingly, all Proposers must submit a copy of such business registration certification. As mandated by this RFP, failure to submit a copy of the Business Registration Certificate will be cause for rejection of the Proposal.

Information concerning business registration may be obtained at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue>.

D. NOTICE OF SETOFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, if the Proposer is entitled to payment under the Services Contract at the same time as it is indebted for any State Tax (or is otherwise indebted to the State), the Authority may set off that payment by the amount owed. In this regard, the Proposer shall certify acknowledgement of this by completing the form set out in Appendix B Section D.

E. NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires State agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of the receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

F. SALES TAX

The Authority is an agency of the State of New Jersey and is exempt for the New Jersey sales and use taxes pursuant to Section 9(a)(1) of the New Jersey Sales and Use Tax Act (NJSA: 54:32B-1) et seq.

G. PREVAILING WAGE ACT

The New Jersey Prevailing Wager Act, P.L. 1963, Chapter 150, is hereby made a part of every contract entered into by the Authority, except those contracts which are not within the contemplation of the Act. The Proposer's submission of its Proposal is its guarantee that neither it nor any subcontractors might employ to perform the work covered by this bid are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of the Act.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of "The New

Jersey Prevailing Wage Act” Chapter 150 of the Laws of 1963 governing the prevailing rates of wage for workers who are employed in this project. All provisions of said Wage Act and amendments thereto, shall be considered part of the Contract and made part thereof.

The Proposer, by submitting the Proposal, declares to the Authority that it is aware of the provisions of said Wage Act with relation to prevailing rates of wages for workers to be employed on this project.

H. DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

I. INSURANCE

The Proposer shall provide a summary of its insurance coverage. The minimum limits and types of insurance that are required to be maintained throughout the term of the project as further identified in Appendix B Section N.

J. ADDITIONAL COMPLIANCES

The Proposer shall comply with Executive Order #189, by Governor H Kean, annexed herewith in Appendix B Section A.

In addition, pursuant to the New Jersey Office of State Comptroller’s record retention requirement under N.J.A.C. 17:44-2.2, the Proposer agrees that it shall maintain all documentation related to products, transactions or services for a period of 5 (five) years from the date of the final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

K. ADDITIONAL FORMS AND DOCUMENTS

The Proposal shall be accompanied by the following forms and documents:

- New Jersey Business Registration Certificate.
- Non-Collusion Affidavit, in the form set out in Appendix B Section B.
- Proposer’s Affidavit of Authorization, in the form set out in Appendix B Section C.
- Notice of Setoff for State Taxes, in the form set out in Appendix B Section D.
- Moral Integrity Affidavit, in the form set out in Appendix B Section E.
- Corporate Resolution (if appropriate), in the form set out in Appendix B Section F.

- Public Law 2005, Chapter 51 and Executive Order 117, in the form set out in Appendix B Section G.
- Public Law 2005, Chapter 271, in the form set out in Appendix B Section H.
- Ownership Disclosure Form, in the form set out in Appendix B Section I.
- Disclosure of Investments in Iran, in the form set out in Appendix B Section J.
- Affirmative Action Regulations, in the form set out in Appendix B Section K.
- MacBride Principles Form, in the form set out in Appendix B Section L.
- Certificate of Employee Information Report/Letter of Federal Approval/or Form AA302, in the form set out at:
https://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf.
- Acknowledgement of Notice of Penalties imposed by N.J.S.A. 54:49-4.1 for failure to comply with N.J.S.A. 52:32-58, in the form set out in Appendix B Section M.
- Bidder Qualification Data, in the form set out in Appendix B Section R.
- Subcontractor Use Form, in the form set out in Appendix B Section S.
- Experience Matrix, in the form set out in Appendix B Section T.
- Timeline Acknowledgement, in the form set out in Appendix B Section U.
- Cost Proposal, in the form set out in Appendix B Section V.

SECTION VI - APPENDICES

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APPENDIX A –KEY TERMS AND CONDITIONS OF THE SERVICE CONTRACT¹

1.0 NON-PERFORMANCE OR UNACCEPTABLE PERFORMANCE OF FIRM OR BUSINESS

The Authority may terminate the Services Contract in whole or in part at any time if the contracted firm has materially failed to comply with the terms of the Services Contract, has been unsuccessful in fulfilling the scope of work, or fails to meet the requirements of NJ Department of Community Affairs or any other authority having jurisdiction.

2.0 INDEMNIFICATION

The firm shall assume all risk of and responsibility for, and agrees to indemnify and save harmless the Authority from and against, any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith, made, brought or obtained on account of the loss of life, property, or injury or damage to persons or property that, shall be due to, arise out of, result from, or be in any way connected with, said work or the performance or lack of performance thereof, or any act or omission of the firm or any Contractor or Subcontractor, in connection herewith.

3.0 INSURANCE

The firm shall comply with the insurance requirements set forth in Appendix B Section N.

¹ **Note to NJSEA:** Consider what other key terms and conditions should be highlighted at this stage.

APPENDIX B - ADDITIONAL FORMS

A. EXECUTIVE ORDER # 189

EXECUTIVE ORDER # 189

Violation of the following prohibitions on vendor activities shall render said vendor liable to debarment in the public interest, pursuant to the procedures established by Executive Order No. 34 (1976), by any Executive department or agency:

- a. "No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph a. through e. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph c."

As used here, "vendor" means any person, firm, corporation, or other entity which provides or offers or proposes to provide goods or services to or perform any contract for any State agency.

B. NON COLLUSION AFFIDAVIT

Non Collusion Affidavit

STATE OF:

COUNTY OF:

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Sports and Exposition Authority ("Authority"), or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to and

before me this _____ day

of _____, 20____

C. **AFFIDAVIT OF AUTHORIZATION**

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

AFFIDAVIT OF AUTHORIZATION

State of _____

SS:

County of _____

_____, being duly sworn, deposes and says
that he resides at _____, that he is
the (TITLE) _____ who signed the Proposal that he
was duly authorized to sign, that the Proposal is a true offer of the Proposer, that the seal attached is
the seal of the Proposer, and that all declarations and statements contained in the Bid are true to the
best of his knowledge and belief.

(Type or print name of
affiant under signature)

Subscribed and sworn to
before me this _____ day
of _____ 20____

(Notary Public)

My commission expires on _____

D. NOTICE OF SET-OFF FOR STATE TAXES

STATE OF NEW JERSEY
NOTICE TO ALL BIDDERS OF SET-OFF FOR STATE TAX FOR CONTRACT WITH
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, 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 and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor's state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S-corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within 30 days of such notice under the procedures for protest established under N.J.S.A. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L. 1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Date: _____

E. MORAL INTEGRITY AFFIDAVIT

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

MORAL INTEGRITY AFFIDAVIT

State of _____

SS:

County of _____

I, _____, the (TITLE)

_____, of (COMPANY)

_____, herinafter called the

Proposer, being first duly sworn; deposes and says that:

1. The Proposer has submitted the Proposal regarding this contract with the New Jersey Sports and Exposition Authority on _____.
2. The Proposer wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports and Exposition Authority .
3. As of the date of signing this Affidavit, neither the Proposer, nor any of his owners, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state):

_____.

4. Neither the Proposer nor any of his owners, officers or directors have ever committed any violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):

_____.

5. The State of incorporation of the Proposer is: _____.

6. If the answer to question #5 is a state other than New Jersey, that the Proposer has received from the Secretary of the State of New Jersey, a certification authorizing the corporation to conduct business in New Jersey.
7. The names and addresses of the principals, shareholders and officers of the Proposer are as follows:

(Use additional sheet if required)

8. He is personally acquainted with the operations of the Proposer, has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.
9. This Affidavit is made to the New Jersey Sports and Exposition Authority to accept the Bid for this Contract, knowing that the New Jersey Sports and Exposition Authority relies upon the truth of the statements contained herein.

Proposer

(Type of print name of affiant under
signature)

Subscribed and sworn to

before me this _____ day

of _____ 20____.

(Notary Public)

My commission expires on _____

F. CORPORATE RESOLUTION

STATE OF NEW JERSEY
NEW JERSEY SPORTS AND EXPOSITION FORM

CORPORATE RESOLUTION FORM

BE IT RESOLVED, By the Board of Directors of _____ that the president (_____) be and hereby is authorized to make, execute and deliver a contract FOR: with the New Jersey Sports and Exposition Authority and that the Secretary (_____) be and hereby is authorized to attest to the execution of the same and affix the corporate seal thereto.

BOARD OF DIRECTORS

SECRETARY (SEAL)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD of Directors of (_____) adopted at a (_____) , meeting held on _____ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of (_____) this _____ day of _____ 2010.

SECRETARY
(SEAL)

G. PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117

[page intentionally left blank; see following pages for instructions and forms]

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number -- Enter the vendor’s street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor’s type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.
The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at:

<https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at:

<http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Business Entity/Vendor”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s civil union partner and any child residing with that person. ¹
- **“Officer”** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Contribution”** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey
 Department of the Treasury
Division of Purchase and Property
 Two-Year Chapter 51/Executive Order 117 Vendor Certification and
 Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting
 recertification ☐

Part 1: Business Entity Information

Full Legal Business Name _____
 (Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
 or all shareholder of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

H. **PUBLIC LAW 2005, CHAPTER 271**

**PUBLIC LAW 2005
CHAPTER 271**

**Vendor Certification and
Political Contribution
Disclosure Form**

Contract Reference: _____ **Vendor:** _____

At least ten (10) days prior to entering into the above-referenced contract, the Vendor must complete this Certification and Disclosure Form, in accordance with the directions below and submit it to the State contact for such contract.

Please note that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no vendor will be precluded from entering into a contract by any information submitted on this form, a vendor's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

Disclosure

Following is the required Vendor disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor is required to disclose Reportable Contributions by: the Vendor itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor or more than 10% of the stock of the Vendor, if the Vendor is a corporation for profit; a spouse or child living with a natural person that is a Vendor; all of the principals, partners, officers or directors of the Vendor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the 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. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

**PUBLIC LAW 2005
CHAPTER 271**

Vendor: _____

Name and Address of Committee to Which Contribution Was Made	Date of Contribution	Amount of Contribution	Contributor's Name
Indicate " <u>none</u> " if no Reportable Contributions were made. Attach Additional Pages As Needed			

#1

Certification:

I certify as an officer or authorized representative of the Vendor that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

#2

Name of Vendor: _____


Signed: _____

Print Name: _____

Title: _____

Date: _____

I. **OWNERSHIP DISCLOSURE FORM**

	STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY
	33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #:

VENDOR/BIDDER:

PART 1		
<p>PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO <u>N.J.S.A. 52:25-24.2</u>. PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.</p>		
	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor/Bidder?	<input type="checkbox"/>	<input type="checkbox"/>
<p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM. IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 - 4 BELOW.</p>		
2. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties corporations, partnerships, or limited liability companies?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
<p>IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</p>		

PART 2	
<p>PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".</p> <p>If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.</p>	
INDIVIDUALS	
NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____
NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____
NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____
<p><i>Attach Additional Sheets if Necessary.</i></p>	

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete, I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FETA/SSN

J. DISCLOSURE OF INVESTMENTS IN IRAN

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
Quote Number: _____	Bidder/ Offeror: _____
PART 1: CERTIFICATION BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.	
<p>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 is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he 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</p>	
<p>PLEASE CHECK THE APPROPRIATE BOX:</p> <p><input type="checkbox"/> I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the 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 am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> I am unable to certify as above because the 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. <u>Failure to provide such will result in the proposal being rendered as non-responsive</u> and appropriate penalties, fines and/or sanctions will be assessed as provided by law.</p>	
<p style="text-align: center;">PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN</p> <p>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 boxes below.</p> <p style="text-align: center;">EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>Name _____ Relationship to Bidder/Offeror _____</p> <p>Description of Activities _____</p> <p>Duration of Engagement _____ Anticipated Cessation Date _____</p> <p>Bidder/Offeror Contact Name _____ Contact Phone Number _____</p> </div> <p style="text-align: center; background-color: #cccccc; padding: 5px; border: 1px solid black;">ADD AN ADDITIONAL ACTIVITIES ENTRY</p>	
<p>Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print): _____	Signature: _____
Title: _____	Date: _____

K. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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.

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.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative 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.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the

good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the

local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any

applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

L. MACBRIDE PRINCIPLES FORM

PB-MP.1 R10/2011

MACBRIDE PRINCIPLES FORM

BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH MACBRIDE PRINCIPLES AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- ☐ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- ☐ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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.

Signature: _____

Print Name: _____

Title: _____

Firm Name: _____

Date: _____

M. ACKNOWLEDGEMENT OF NOTICE OF PENALTIES IMPOSED BY N.J.S.A. 54:49-4.1 FOR FAILURE TO COMPLY WITH N.J.S.A. 52:32-58

**ACKNOWLEDGEMENT OF NOTICE OF PENALTIES IMPOSED BY N.J.S.A. 54:49-4.1 FOR
FAILURE TO COMPLY WITH N.J.S.A. 52:32-58**

Please be advised that failure to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false information of business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

I, the undersigned, acknowledge receipt of this notice:

Signature: _____

Name: _____

Designation: _____

Date: _____

N. INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance as presented in the following paragraphs and in addition require each Subcontractor to purchase specific insurance that will protect the Contractor, Subcontractor, and the additional parties designated below from claims which may arise out of the Contractor's operations or completed operations including the operations or completed operations of any Subcontractor.

1. Statutory Workers' Compensation Insurance (including occupational disease) in accordance with the law.

2. Employer's Liability Insurance for \$1,000,000 per accident and disease.

The Contractor shall agree to at all times indemnify, defend, and insure the Authority for all claims by employees of the Contractor, or any Subcontractors, arising out of their performance of the Work directly or indirectly related to his contract.

3. Commercial General Liability Insurance ("CGL") with a per occurrence limit for Bodily Injury and Property Damage of at least \$2,000,000. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage shall provide and encompass at least the following:

1. X, C, and U hazards, where applicable;
2. Independent Contractors;
3. Blanket Written Contractual Liability;
4. Products Liability and Completed Operations.

4. Business Auto Liability insurance including owned, non-owned and hired vehicles with combined single limits for bodily injury and property damage of \$1,000,000 each occurrence; Contractor may at its option, waive excess liability limits above \$1,000,000 for any Subcontractors. Such waiver shall not relieve the Contractor of its contractual liability responsibilities in this Contract, nor can it be interpreted in any ways as a limitation of liability.

5. All liability coverage must be written on an occurrence form (as compared to "claims-made") and shall be maintained without interruption from date of commencement to the completion of the project, with an additional two years for completed operations.

6. All insurance policies shall be maintained with insurance companies licensed to do business in the State of New Jersey and shall maintain a rating of "A" or better in most current edition of Best's Key Rating Guide.

7. Each policy except the Worker's Compensation shall specifically name the NJSEA and any other required parties as additional insureds.

8. Contractor shall not commence the Work until Certificates of Insurance evidencing the required insurance have been submitted to and approved by the Authority or its designee. Contractor shall

not allow any Subcontractor work to commence until evidence is provided that each Subcontractor(s) has obtained not less than the insurance coverage's set forth above where applicable.

9. The Contractor shall furnish the Authority with copies of all Certificates showing the types, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after 30 days written notice has been received by the New Jersey Sports and Exposition Authority.
10. All renewal Certificates shall be delivered to the Authority not less than twenty (20) days prior to the expiration date of such policies. If any one of the foregoing coverage's is required to remain in force after the final payment, an additional Certificate evidencing continuation of such coverage shall be submitted to the Authority.
11. No insurance policy may be cancelled or materially changed except after 60 days advance written notice to the Authority. Upon receipt of any notice of cancellation or material change, Contractor shall within ten days procure replacement policies of insurance. If Contractor fails to procure and maintain acceptable policies of insurance in accordance with the terms hereof, then the Authority may, at the Authority's option, obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.
12. All insurance carried by Contractor will be primary and that any insurance carried by any additional insured shall be excess and non-contributory. Contractor shall require the same of any insurance carried by all Subcontractors, except for CGL that can have a per occurrence limit of \$2,000,000 with a \$2,000,000 aggregate.
13. Contractor waives all rights of recovery against the additional insured parties, including there agents, officers, directors, and employees for any losses covered by the insurance maintained or required to be maintained under this Contract and for any losses which fall within insurance policy deductibles. Contractor shall by written agreement require similar waivers of all Subcontractors.
14. Contractor's insurance obligations are separate from and in addition to Contractor's indemnification obligations contained in the Services Contract.
15. Contractor shall be responsible to the Authority for the acts and omissions of its Subcontractors and their agents and employees and any other persons performing any work under a contract with Contractor.
16. Contractor and all Subcontractors should secure and maintain Property insurance necessary for protection against loss of assets being constructed, owned, borrowed, or rented capital equipment and tools, including tools owned by employees, and any tools, equipment, stages, tower, field office trailer, or another temporary structure, and forms owned, borrowed, or rented by Contractor or any Subcontractor. The amount of Property insurance should be at the end of the Project no less than the amount of the Proposal submitted. This coverage may be provided on an incremental basis. The recommendation to secure such insurance is solely for the benefit of the

Contractor or Subcontractor. Failure to secure such insurance or to maintain adequate levels of coverage shall not obligate the Authority or any of its agents for any losses.

R. BIDDER QUALIFICATION DATA

Bidder Must Submit the Following Information With His Bid for Evaluation

1. The number of years the bidding firm has been performing the service as it relates to the contract services as required in the bid.

_____ Total Years

2. Location of the Contractor's office that will be responsible for managing this Contract:

a. Company Name: _____

Address: _____

City: _____

Phone Number: _____

On Site Manager of the Contract: _____

b. Bidder's Federal Employer's Identification Number:

3. Name(s) and phone number(s) of management personnel to be contact if problems or emergencies occur:

<u>Name</u>	<u>Phone Number</u>	<u>Availability Time</u>

4. Bidder must furnish a list of five (5) contracts completed within the last three (3) years that bidder has performed services as it relates to the contract service as required in the bid on a direct contract basis:

<u>Sl.no</u>	<u>Location</u>	<u>Contact Person/Phone</u>	<u>Contract Service</u>
1.			
2.			
3.			
4.			

5.			

5. Bidder must furnish a list of contract lost or terminated during the last three (3) years with the reason for loss or termination:

<u>Sl.no</u>	<u>Location</u>	<u>Contact Person/Phone</u>	<u>Reason for Loss/Termination</u>
1.			
2.			
3.			
4.			
5.			

6. Bidder must provide a list of qualified personnel that will be assigned to work on this contract, including a brief resume. Resume shall include for each person the number of years, and his qualifications and experience to handle the requirements of this bid:

<u>Sl.no</u>	<u>Name</u>	<u>Years</u>	<u>Qualified Experience</u>
1.			
2.			
3.			
4.			
5.			

S. SUBCONTRACTOR USE FORM

Furnish below the company name, address, telephone number, and name of contact person for each

subcontractor, if any, to be used in the performance of the Work for this Contract. Experience statements shall be attached hereto for each subcontractor. If no work will be subcontracted, indicate NONE.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

T. EXPERIENCE MATRIX

	<u>Job Title - Project Location</u>	<u>Size of Switchgear</u>	<u>Type of Services Provided</u>	<u>Job Duration / Completion Date</u>	<u>Owner Contact Name</u>	<u>Owner Contact Phone Number</u>	<u>Owner Contact Address</u>	<u>Owner Contact Email Address</u>
1.								
2.								
3.								
4.								
5.								

U. TIMELINE ACKNOWLEDGEMENT

The undersigned hereby certify the Firm's facility can accommodate the Replacement of one (1) 5 kV automatic transfer switchgear and all work can be completed within the required time period of 15 calendar days.

Respectfully Submitted,

(Signature)

(Date Signed)

(Name)

(Title)

(Name of Firm)

(Telephone Number)

(Business Address)

(Business Address)

(City, State & Zip Code)

V. COST PROPOSAL FORM

**REPLACEMENT OF ONE 5 kV AUTOMATIC TRANSFER SWITCHGEAR
MEADOWLANDS SPORTS COMPLEX**

Having examined the RFP Documents, related documents, and the site of the proposed Work; and being familiar with all conditions and requirements surrounding the replacement of the Switchgear and the proposed scope of work, including the availability of materials and labor as well as industry standards, _____ hereby proposes to provide all supervision, labor, materials, equipment, and supplies and to perform the required Scope of Work for in accordance with the RFP Documents and industry standards within the time set forth herein for the amount as follows:

Switchgear Replacement Price: \$ _____ Dollars
Spell in words and print in numerals

Alternate Add: Generator Connection (Tap Box): \$ _____ Dollars
Spell in words and print in numerals

Total Proposal Price (Including Alternate): \$ _____ Dollars
Spell in words and print in numerals

Successful Proposer must achieve Final Completion within fifteen (15) calendar days from receipt of equipment as specified by the RFP Documents.
Bidder acknowledges receipt of the following Addendum/Addenda:

Addendum #	Date of Addendum

The undersigned hereby certify that I/we, having carefully examined the RFP Documents and all other Requirements for the Replacement one (1) 5 kV automatic transfer switchgear and being familiar with local conditions affecting the cost of work, hereby will contract to do all work, complete, in place, according to the RFP Documents and other requirements, and any Addenda to said Documents, and all other work in connection and incidental, thereto. We have also reviewed the completion date and milestones/phases, if any, and hereby certify that the above work can be completed within the required time period.

Respectfully Submitted,

(Signature)

(Date Signed)

(Name)

(Title)

(Name of Firm)

(Telephone Number)

(Business Address)

(Business Address)

(City, State & Zip Code)

**NJSEA MEADOWLANDS
STORM WATER PUMP STATION
5kV AUTOMATIC TRANSFER SWITCHGEAR
REQUEST FOR PROPOSAL
TECHNICAL REQUIREMENTS**

The NJSEA Meadowlands Storm Water Pump Station is planning the replacement of the existing medium-voltage (2400-volt) automatic transfer switchgear. The new switchgear shall be open transition type and transfer the station load to-and-from the (1) preferred and (1) alternate source(s) utilizing an automatic transfer controller and two (2) circuit breakers. Additionally, a generator connection tap-box utilizing (2) load break switches with kirk-keys preventing parallel closure of both switches shall be included in the proposal.

PART 1 - GENERAL

1.1 PROJECT COORDINATION

- A. Project Identification: Pump Station 5kV Automatic Transfer Switchgear
- B. Project Location: NJSEA Meadowlands Site Storm Water Pump Station
- C. Owner: New Jersey Sports & Exposition Authority (NJSEA)
- D. Engineer: John-Winston Engineers & Consultants, Inc., Allenhurst, NJ
- E. Project Coordinator: John-Winston Engineers & Consultants, Inc. has been appointed by NJSEA to serve as Technical Project Coordinator.
- F. The Products and Services to be provided by the Equipment Supplier consists of the following:

<u>Activity Type</u>	<u>Description</u>
Equipment Submittals and Approval Coordination	<ul style="list-style-type: none">1. Provide <u>Engineering Submittals</u> for each item supplied for Approval2. Provide <u>24 Man-hours of Design Assistance Services</u> with the Engineer & Contractor3. Prepare a Final Release for Manufacture for Project Team Sign-off
Equipment Manufacturer	<ul style="list-style-type: none">1. Provide a guaranteed <u>Schedule for Final Manufacture</u>2. Inform the Project Team when the Manufacturing is Complete
On-Site Delivery	<ul style="list-style-type: none">1. Provide <u>Delivery Transportation</u> for all Equipment to the Project Site. Rigging by Others.
Commissioning & Training	<ul style="list-style-type: none">1. Provide Installation Support: <u>40 Man-hours of On-Site Technical Support Services & Training</u>2. Apply Final Protection & Control Settings to Equipment3. Perform Final Inspection & Adjustments and <u>Approval for Service</u>

1.2 SCOPE

- A. The Electrical Equipment Supplier shall supply a fully functional Generator Automatic Transfer Switchgear to replace the 2.4kV line-up as shown on the attached record drawing E1 & E2 as '2.4kV Generator Control & Automatic Transfer Section' and the new schematic drawings E-1.00 & E-1.01 as 'Generator Automatic Transfer Switchgear'.
- B. The Supplier shall provide technical packages and quotations for the switchgear equipment with the following details for review.
 - 1. Fully automatic metal-enclosed switchgear utilizing (2) circuit breakers.
 - 2. Adder option to include a generator connection provision (tap box).
- C. The Supplier shall be authorized service providers with complete parts and service to assure minimum equipment downtime and best service response to the owner, available on a 24-hour emergency basis within 50 miles of the project site.

1.3 REFERENCES

- 1. The Automatic Transfer Switchgear and all components shall be designed, manufactured and tested in accordance with the latest applicable standards. The applicable codes and standards listed below should be considered as part of this specification. The latest revision in effect at time of product qualification shall apply for all standards referenced. The switchgear and all components shall be designed, manufactured and tested in accordance with applicable standards of IEEE, ANSI and NEMA.
- A. Applicable Codes and Standards
 - 1. ANSI/IEEE
 - a. C37.04 Standard Rating Structure for AV HV Circuit Breakers
 - b. C37.06 Preferred Ratings for AC HV Circuit Breakers
 - c. C37.09 Standard Test Procedure for AC HV Circuit Breakers
 - d. C37.010 Application Guide for AC HV Circuit Breakers
 - e. C37.011 Application Guide for TRV for AC HV Circuit Breakers
 - f. C37.11 Requirements for Electrical Control
 - g. C37.20.3 Standard for Metal-Enclosed Type Switchgear
 - h. C37.55 Conformance Testing Procedure of Metal-Clad Switchgear
 - i. C57.13 Requirements for Instrument Transformers
 - 2. NEMA
 - a. SG-4 Standards for Power Circuit Breakers
 - b. SG-5 Power Switchgear Assemblies NEC/NFPA
 - 3. NFPA
 - a. 70, 70B & 70E
 - 4. UL-ANSI

1.4 SUBMITTALS – FOR REVIEW & APPROVAL

A. The following information shall be submitted to the Owner:

1. Master drawing index
2. Front view elevation
3. Floor plan
4. Top view
5. Single line diagram
6. Controls one-line diagram
7. Nameplate schedule
8. Component list
9. Conduit entry/exit locations
10. Major component ratings including:
 - a. Voltage
 - b. Continuous current
 - c. Interrupting ratings
11. Product data sheets
12. Sequence of operation description

1.5 SUBMITTALS – FOR CONSTRUCTION

A. The following information shall be submitted for record purposes:

1. Final as-built drawings and information for items listed above and shall incorporate all changes made during the manufacturing process.
2. Wiring diagrams.

1.6 QUALIFICATIONS

A. For the equipment specified herein, the manufacturer shall be ISO 9001 or 9002 certified.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Equipment shall be handled and stored in accordance with manufacturer's instructions. One (1) copy of these instructions shall be included with the equipment at time of shipment.
- B. Equipment being stored prior to installation shall be stored to maintain the equipment in a clean and dry condition. If stored outdoors, indoor gear shall be covered and heated.

1.8 OPERATION AND MAINTENANCE MANUALS

- A. Equipment operation and maintenance manuals shall be provided with each assembly shipped and shall include instruction leaflets and instruction bulletins for the complete assembly and each major component.

PART 2 - PRODUCTS AND SERVICES

2.1 SWITCHING EQUIPMENT MANUFACTURERS

- A. ABB
- B. Eaton
- C. Siemens
- D. Square-D

The list above does not imply acceptance of their products that do not meet the specified ratings, features and functions. The Supplier is responsible for meeting these specifications in their entirety. Products in compliance with the specification and manufactured by others not named will be considered only if pre-approved by the Engineer ten (10) days prior to bid date.

2.2 RATINGS

A. Switchgear equipment ratings shall be as follows:

1. Nominal System Voltage	2.4kV, 3-Ph, 3-W
2. System Grounding	Solid
3. Maximum Design Voltage	5kV
4. BIL	60kV
5. Power frequency withstand voltage	36 kV
6. Voltage range factor K	1.0
7. Interrupting Time	3 cycles
8. Circuit Breaker(s) Device Continuous Current	1200 Amperes
9. Close and Latching	60 kA RMS
10. Short Time Rating	31.5 kA @ 3 seconds

2.3 CONSTRUCTION

- A. Switchgear metal-enclosed construction. The depth of the finished equipment shall be sufficient to allow for entrance, bending, and termination of power cables. Individual units shall be provided for top or bottom entrance as specified.
 - 1. The available footprint is approximately 120" width x 78" depth.
 - 2. Front and side access only required.
- B. Each vertical section shall be provided with space heaters. Tubular type heaters operated at half voltage for long life shall be supplied.
- C. Power for space heaters, lighting, receptacles, and breaker control power shall be supplied by the owner.
- D. Switchgear shall be certified for IBC Seismic Region D.
- E. Hinged doors with IR scanning view ports.

2.4 BUS

- A. All phase bus conductors shall be insulated silver-plated copper.

2.5 BUS INSULATION SYSTEM

- A. All insulators shall be glass polyester type for 5kV class switchgear, as required.

2.6 WIRING/TERMINATIONS

- A. One (1) terminal 4-hole pad per phase shall be provided for attaching cable terminal lugs for a maximum of (2) conductors per phase, 5kV – 500MCM phase conductors. Sufficient space shall be allowed for installation of electrical stress relief termination devices and bending radius allowances for the cable sizes indication on the drawings.
- B. All control wiring shall be UL listed and have a VW-1 flame retardant rating. Wires shall terminate on terminal blocks with marker strips numbered in agreement with detailed connection diagrams.
- C. Auxiliary wiring, fuse blocks and terminal blocks within the sections shall be furnished as indicated. Terminal blocks shall be provided for owner connections to other apparatus.

2.7 AUXILIARY DEVICES

- A. The Supplier shall furnish all necessary instruments as shown on drawings.
- B. Current transformers shall be furnished as indicated on the contract drawings. The thermal and mechanical ratings of the current transformers shall be coordinated with the circuit breakers. Their accuracy rating shall be equal to or higher than the ANSI standard requirements. Shorting terminal blocks shall be provided on the secondary of all the current transformers.
- C. Potential and control power transformers (PTs and CPTs) of the quantity and ratings shown in the single line drawings shall be supplied. Potential transformers shall be mounted on draw-out trucks.
- D. A mechanical interlock shall be provided to require the secondary breaker to be open before the CPT truck or CPT primary fuse truck can be withdrawn.
- E. Provide the following accessories:
 - 1. Breaker Lift Truck
 - 2. Racking handle and special tools required for maintenance
 - 3. Test plugs for ABB FT-1 test Switches
 - 4. CB Test Jumper and Test Station
 - 5. Remote racking system
- F. Manual Ground & Test Device (G&T)
- G. IEEE Std. C37.20.6 Compliance Test Certificate

2.8 GENERATOR CONNECTION TAP BOX

- A. Separately enclosed 5kV 1200A Manual Load Break Disconnect Switch Generator Tap Box.
 - 1. Keyed interlock provisions to prevent generator source paralleling.

2.9 SURGE AND TRANSIENT PROTECTION

- A. Voltage Surge Suppressor 2.4 kV, 60 kV BIL, Intermediate Class.

2.10 NAMEPLATES

- A. Engraved nameplates, mounted on the face of the assembly, shall be furnished for all equipment. Nameplates shall be laminated plastic, black characters on white background. Characters shall be 1/2-inch high, minimum.
- B. Circuit nameplates shall be provided with circuit designations as shown on drawings.
- C. Control components mounted within the assembly, such as fuse blocks, relays, pushbuttons, switches, etc., shall be suitably marked for identification corresponding to appropriate designations on manufacturer's wiring diagrams.

2.11 FINISH

- A. All new equipment finishes shall consist of a coat of gray (ANSI-61), thermosetting, polyester powder paint applied electrostatically to pre-cleaned and phosphatized steel and aluminum for internal and external parts. The coating shall have corrosion resistance of 600 hours to 5% salt spray.

2.12 AUTOMATION & CONTROLS

- A. The automation and control system shall facilitate overall operation including automatic standby operation, monitoring of the generator, alarm/fault monitoring, generator and protective relaying.

2.13 REMOTE NOTIFICATION

- A. The system shall provide several types of remote notification. Notification shall be triggered by user specified events and/or alarms. Means of notification shall include:
 - 1. Voice notification via cell phone or land lines.
 - 2. Text (SMS) messaging via cell phone lines.
 - 3. Email notification.

2.14 CONTROL POWER

- A. Automation control power system shall be protected against single point of failure by the utilization of a dual best source selector DC system.
 - 1. Battery capacity shall be capable of 12 circuit breaker charging cycles and 48 hours of instrument monitoring.
- B. A 120VAC control power system shall include the following features:
 - 1. Control power shall be provided via a source selector transfer relay and contactor.

2.15 AUTOMATION & CONTROLS ENVIRONMENTAL SPECIFICATIONS

- A. The automation and control system components shall meet or exceed the following environmental requirements:
 - 1. Operating Temperature: 0 to 55° C
 - 2. Humidity: 5 to 95% non-condensing

2.16 METERING

- A. All metering functions shall be 0.5% accuracy or better.
 - 1. The following metering shall be provided for the common bus.
 - a. Volts with 4-position selector switch to select three phases of voltage
 - b. Amps with 4-position selector switch
 - c. Kilowatts Kilo-vars Frequency Power Factor Harmonics Voltage Transients
 - d. Event recording shall capture 4 seconds of metered data, stored every 20 msec for certain events. The data is captured 2 seconds before and 2 seconds after the event.
 - 2. The following metering shall be provided for the utility and generator line side bus.
 - a. Volts with 4-position selector switch to select three phases of voltage

2.17 MICROPROCESSOR LOGIC

- A. The transfer controller shall be a microprocessor-based controller. The controller shall be hardened against potential problems from transients and surges. Operation of the transfer switch and monitoring of both sources shall be managed by the Controller.
- B. The automatic transfer switch controllers shall meet or exceed the following standards in addition to the basic switch standards:
 - 1. IEC 61000-4-2 - EMC Testing and Measurement Techniques - Electrostatic Discharge Immunity Test
 - 2. IEC 61000-4-3 - EMC Testing and Measurement Techniques - Radio-frequency, Electromagnetic Field Immunity Test
 - 3. IEC 61000-4-4 - EMC Testing and Measurement Techniques - Electrical Fast Transient/Burst Immunity Test
 - 4. IEC 61000-4-5 - EMC Testing and Measurement Techniques - Surge Immunity Test
 - 5. IEC 61000-4-6 - EMC Testing and Measurement Techniques - Immunity to Conducted Disturbances, Induced by Radio-frequency Fields
 - 6. IEC 61000-4-11 - EMC Testing and Measurement Techniques - Voltage Dips, Short Interrupts and Voltage Variations Immunity Tests
 - 7. CISPR11, Class B - Industrial, Scientific and Medical Radio-frequency Equipment - Electromagnetic Disturbance Characteristics - Limits and Methods of Measurement
 - 8. FCC Part 15, Subpart B, Class B

2.18 TRANSFER CONTROLLER

- A. The microprocessor-based controller display shall be UV resistant backlit display. The controller shall be capable of displaying transfer switch status, parameters, and diagnostic data. All set point parameters shall be password protected and programmable using the controller keypad, USB port, or remotely using serial port access. Limited abbreviations or codes shall be used for transfer switch functions.

1. The microprocessor-based controller shall include a mimic bus display consisting of six (6) individual LED's for indicating the following:
 - a. Availability status of source 1
 - b. Availability status of source 2
 - c. Connection status of source 1
 - d. Connection status of source 2
 - e. Source 1 Preferred
 - f. Source 2 Preferred

2.19 VOLTAGE AND FREQUENCY SENSING

- A. The controller shall have a voltage range of 0-5000 volts (50/60 Hz) with an accuracy of +/- 1% of the reading and a frequency range of 40-70 Hz with an accuracy of +/- .3 Hz.
 1. Voltage and frequency dropout and pickup parameters are set as a percentage of the nominal voltage as indicated in the table below.

Set-point	Sources	Dropout	Pickup
Under-voltage	Source1 and 2	80 – 99%	80 - 99%
Over-voltage	Source 1 and 2	101 – 120%	101 – 120%
Under-frequency	Source 1 and 2	90 – 99%	90 – 99%
Over-frequency	Source 1 and 2	101 – 110%	101 – 110%
Voltage Unbalance	Source 1 and 2	5 – 20%	5 – 20%

2. The normal and emergency sources shall include phase reversal protection. The preferred rotation is programmable as ABC or CBA.

2.20 TIME DELAYS

1. A time delay shall be provided on transfer to source 2, adjustable from 0 to 180 minutes.
2. A time delay shall be provided to override a momentary power outage or voltage fluctuation, adjustable from 0 to 600 seconds.
3. A time delay shall be provided on retransfer from source 2 to source 1, adjustable from 0 to 180 minutes.
4. A time delay shall be provided after retransfer that allows the generator to run unloaded prior to shut down, adjustable from 0 to 180 minutes.
 - a. A time delay shall be provided for engine failure to start, adjustable 0- 6 seconds.
 - b. All delays shall be field adjustable from the microprocessor-based controller without the use of special tools.

2.21 ADDITIONAL FEATURES

1. The controller shall include a programmable Engine Exerciser, selectable as disabled, 7, 14, or 28 day interval, or by calendar date. Run time shall be adjustable for 0-180 minutes, with or without load. Transfer time delays shall also be independently programmable for test events.
2. The controller shall include a keypad pushbutton to initiate a system test.
3. The controller shall include 4 user configurable inputs. Each input provides 50 volts at 10ma and can be user configured to one of the following features:
4. Input to accept a remote contact which closes to initiate a transfer to source 2. This feature shall be failsafe and an automatic retransfer shall occur in the event that source 2 power is lost.
5. Input to accept a remote contact which opens to inhibit transfer to source 2.
6. The controller shall include 4 user configurable outputs rated for 10-Amp at 250-Vac and 10-Amp at 30-Vdc. Each input can be user configured to one of the following features:
 - a. Source 1 connected
 - b. Source 2 connected
 - c. ATS in test
 - d. ATS not in automatic mode (Monitor Mode)
 - e. General Alarm indication for failure to transfer, mechanical fault, or electrical fault.
 - f. Engine Test Aborted
 - g. Engine cool down in process
 - h. Engine start contact status
 - i. Emergency inhibit on
 - j. Pre and/or post transfer signal - A pre and or post transfer time delay output adjustable from 0-120 seconds.
 - k. Data Logging
7. Historical Data Storage to include:
 - a. Engine Run Time
 - b. Source 1 Available time
 - c. Source 2 Available time
 - d. Source 1 Connected time
 - e. Source 2 Connected time
 - f. Load Energized Time
 - g. Number of Transfers
8. Event Summary shall include up to 100 date and time stamped events. All metered values are logged for each event. Event summaries include:
 - a. Transfer events
 - b. Alarms
 - c. Changes to the set points
 - d. Changes to the time/date
 - e. Resetting a historical counter
 - f. Engine Run test

- g. Event Details shall include up to 350 date and time stamped events. All metered values are logged for each event. Event details include detailed sequence of operations of a transfer event.
- h. Source unavailability actions that initiate a transfer sequence (Under voltage, Overvoltage, etc.)
- i. Successful transfers (at the point of breaker/contactors closure)
- j. Unsuccessful transfers (at the point of breaker/contactors failure to close or open)

2.22 SECURITY

- A. Controller setting changes and adjustments shall be password protected.
- B. A minimum of two (2) password protected security levels shall be provided.

2.23 SPARE PARTS

- A. The Supplier shall have factory trained technicians that maintain a stock of spare parts and programming tools.
- B. Provide a complete listing with prices of spares parts with O&M Documents.

PART 3 - EXECUTION

3.1 FACTORY TESTING

- A. The system shall be completely and functionally tested in the manufacturer's facility prior to shipment.
 - 1. Shop floor functional testing of relay and control logic shall be conducted and recorded.
 - 2. The Owner shall have the option to witness factory testing at the Owner's expense.

3.2 PROJECT MANAGEMENT SUPPORT

- A. The Supplier shall assign a regional support team within the manufacturer's organization consisting of Project Managers, Project Coordinators, Project Engineers and Application Engineers, which shall be in addition to the manufacturer's local field sales support and/or manufacturing technical support.

3.3 SHIPPING

- A. Provide protective measures for all the equipment from weather, dirt, fumes, water, construction debris, and physical damage at the factory.

3.4 FIELD QUALITY CONTROL AND STARTUP

- A. The Supplier shall provide the services of a qualified factory-trained manufacturer's representative for start-up of the equipment specified under this section. The manufacturer's representative shall provide inspection of the final installation, perform functional testing, and start-up.
- B. Functional Testing shall include testing of the following as a minimum:
 - 1. Pre-startup inspection of the dc system, control wiring, power cables, and switchgear.
 - 2. Verify alarms.
 - 3. Verify protective relay/breaker trip units are set to coordination study if applicable.
 - 4. Test all modes of operation.
 - 5. Test with Load.

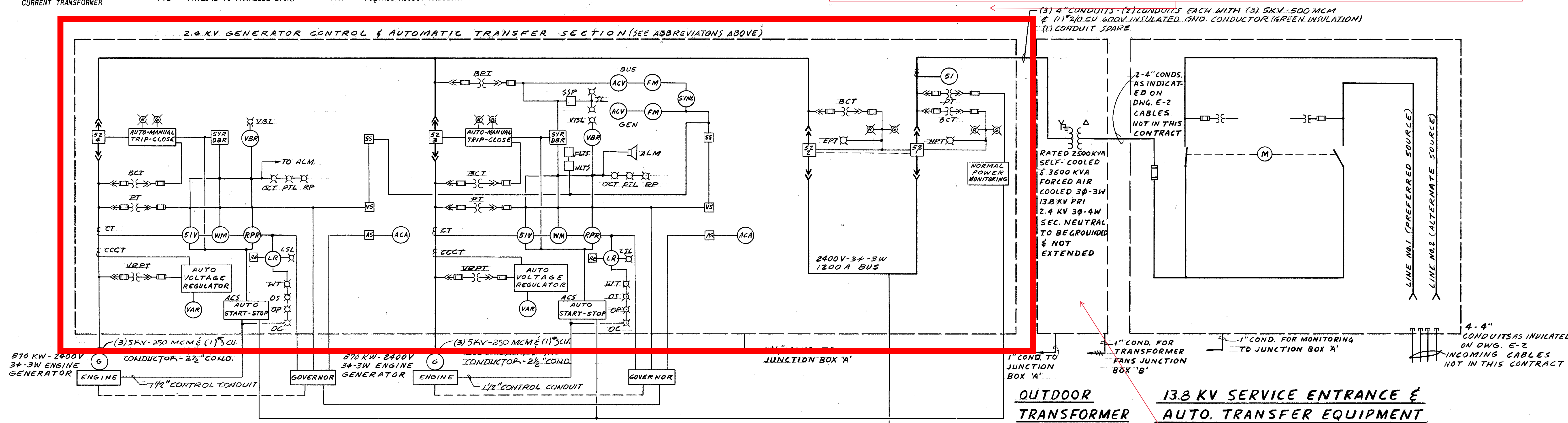
3.5 TRAINING

- A. The manufacturer's representative shall provide an eight (8) hour "hands-on" training course for the customer's operating personnel which shall cover the following topics:
 - 1. Overall system description, assembly operations, and theory of operation.
 - 2. Automatic and manual operation.
 - 3. Safeties and protective relaying.
 - 4. Recommended system check lists and log sheets.
 - 5. Recommended preventive maintenance.

NJSEA Existing Conditions Drawings
E-1 & E-2

ACA A.C. AMMETER
ACS ENGINE CONTROL SWITCH
ACV A.C. VOLTMETER
ALM ALARM HORN
AS AMMETER SWITCH
BPT BUS POTENTIAL TRANSFORMER
CCCT CROSS CURRENT COMPENSATING
CURRENT TRANSFORMER
BCT BREAKER CONTROL TRANSFORMER
CT CURRENT TRANSFORMER
VBL VOLTAGE BUILDUP LIGHT
FLT5 FULL LOAD TEST SWITCH
FM FREQUENCY METER
G BREAKER OPEN LIGHT (GREEN)
NLTS NO/LOAD TEST SWITCH
OC FAILURE TO START LIGHT
OS OIL PRESSURE LIGHT
OS OVERSPEED LIGHT
PT POTENTIAL TRANSFORMER
PTL FAILURE TO PARALLEL LIGHT
R BREAKER CLOSED LIGHT (RED)
RE FAULT RESET SWITCH
RP REVERSE POWER LIGHT
RPR REVERSE POWER RELAY
S1 SYNCHRONIZING LIGHT
SS COMMON SPEED CONTROL
SYN SYNCHROSCOPE
SYR/DBR SYNCHRONIZING AND DEAD BUS
RELAY
VAR VOLTAGE ADJUST RHEOSTAT
VBR VOLTAGE BUILDUP RELAY
VRPT VOLTAGE REGULATOR POTENTIAL
TRANSFORMER
VS VOLTAGE SWITCH
WM WATTMETER
WT EXCESSIVE WATER TEMP. LIGHT
SL OVERCURRENT RELAY
OCT OVERCURRENT TRIP LIGHT
STV VOLTAGE RESTRAINED OVERCURRENT
RELAY
LSL LOAD SHED LIGHT
LIR LOCKOUT RELAY
NPL NORMAL POWER LIGHT
EPL EMERGENCY POWER LIGHT

2400V Automatic Transfer Switchgear to be Replaced with (2) Source ATS, (1)-Preferred, (1)-Alternate



Outdoor Transformer secondary
conduit and cabling to remain.

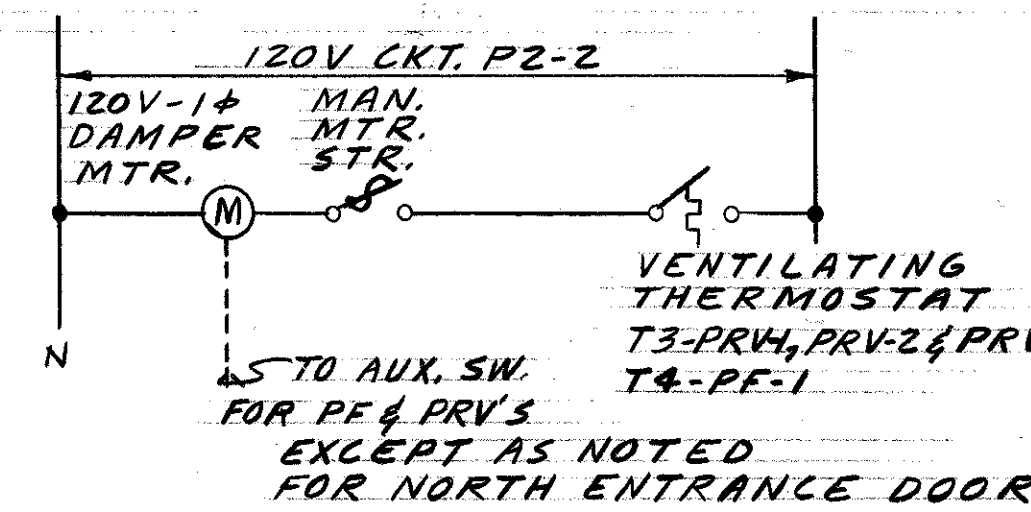
- 500 HP-2300V-3P-60Hz PUMP MOTOR
CODE "P" FLA 114. SERVICE FACTOR 1.15
- 250 HP-2300V-3P-60Hz PUMP MOTOR
CODE "P" FLA 55. SERVICE FACTOR 1.15
- (3)-5KV #1/0-4 (1) 600V #3 INSULATED GROUND
CONDUCTOR (GREEN INSULATION) IN 2" COND.
BETWEEN STARTER & MOTOR
- (3)-5KV #4 & (1) 600V #6 INSULATED GROUND
CONDUCTOR (GREEN INSULATION) IN 1 1/2" COND.
BETWEEN STARTER & MOTOR
- PANEL BUSSING LEFT TO RIGHT FACING PANEL: A0-B0-C0
FOR P1 & A0-B0 FOR PANEL P2. ODD NUMBERED BREAKERS-
LEFT SIDE, EVEN NUMBERED BREAKERS-RIGHT SIDE

PANEL BOARD SCHEDULE

PANEL	MTG.	MAINS AMPS	NO. OF POLES	ACTIVE CIRCUIT BREAKERS			SPACE CIRCUIT BREAKERS			PROVISIONS ONLY	REMARKS
				20A-1P	15A-3P	OTHER	20A-1P	15A-3P	OTHER		
P1	SURFACE	400A MAIN BKR.	66	(6) 1 TO 5 10	(1) 14	(2) 30A-1P-6, 8 (1) 40A-1P-15 (7) 20A-3P-17, 19, 20, 22, 23, 24, 25 (3) 30A-3P-16, 18, 21 (1) 20A-1P-12 ADD CKTS FOR 230V TRANSF. FANS	(4) 7, 9, 11, 12, (2) 26, 27	(1) 20A-3P-28 (1) 30A-3P-29 (1) 30A-1P-13	(2) 50A-3P 30, 31	480/277V 3P 4W-100A NEUT. DOUBLE PANEL	
P2	SURFACE	70A MAIN BKR.	20	(3) 1 TO 13			(5) 15 TO 19			240/120V 1P 3W PACKAGED LOADCENTER PANEL & TRANSFORMER	

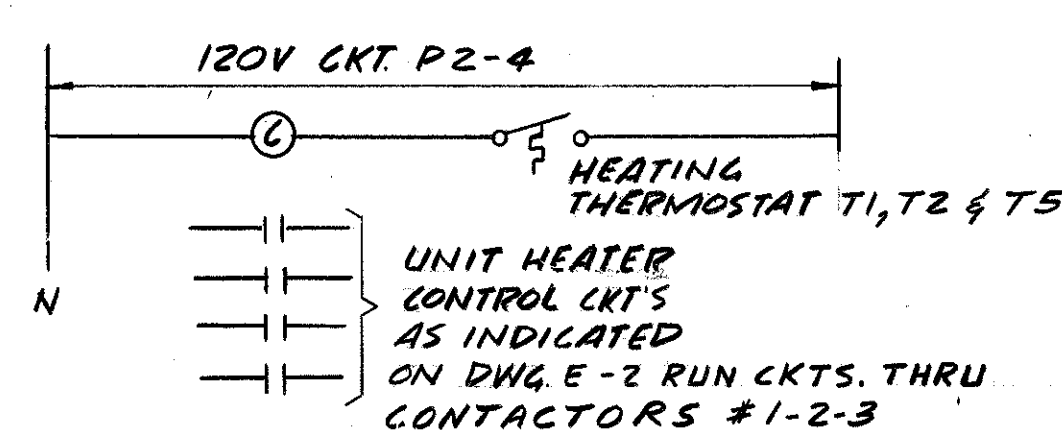
UNIT	EQUIP. TAG	EQUIP. NAME	EQUIP. LOCATION	LOAD	WIRE & COND. SIZE	STARTER & DISC. MEANS	REMARKS
1A		400A MAIN BKR.					MECH. INTERLOCKED WITH PRIMARY SWITCH
1B	PRV-1	VENTILATOR	ON ROOF	1HP	3#12-3/4" C.	1 30A-3P BUILT-IN	
1C	PRV-1A	VENTILATOR	ON ROOF				
1D	PRV-1B	VENTILATOR	ON ROOF				
1E	PF-1	WALL FAN	GEN. RM.	1/2HP		SAF. SW.	
2A		FEEDBACK DAMPER SLUICE GATES				NO STARTER	20A FUSES
2B		LAGOON NO.1 SLUICE GATES				II	60A FUSES
2C							
2D							
2E							
2F							
3A							
3B							
3C							
3D							
3E							

- PROVIDE H.O.A. SEL SW. & PILOT LIGHT FOR MOTOR RUNNING INDICATION
- TO BE USED FOR NAMEPLATE ENGRAVING
- ALL FUSES UNLESS OTHERWISE INDICATED SHALL BE SIZED AS PER N.E.C. FOR BRANCH CIRCUIT PROTECTION
- MOTOR INSTALLATION & WIRING NOT IN THIS CONTRACT. INFORMATION FOR SIZING OVERLOADS, FUSES & NAME PLATE ENGRAVING SHALL BE SUPPLIED TO THIS CONTRACTOR AT A LATER DATE.
- PROVISIONS ONLY FOR FUTURE UNIT
- SEE DWG. E-2 FOR ARRANGEMENT OF MOTOR CONTROL CENTER

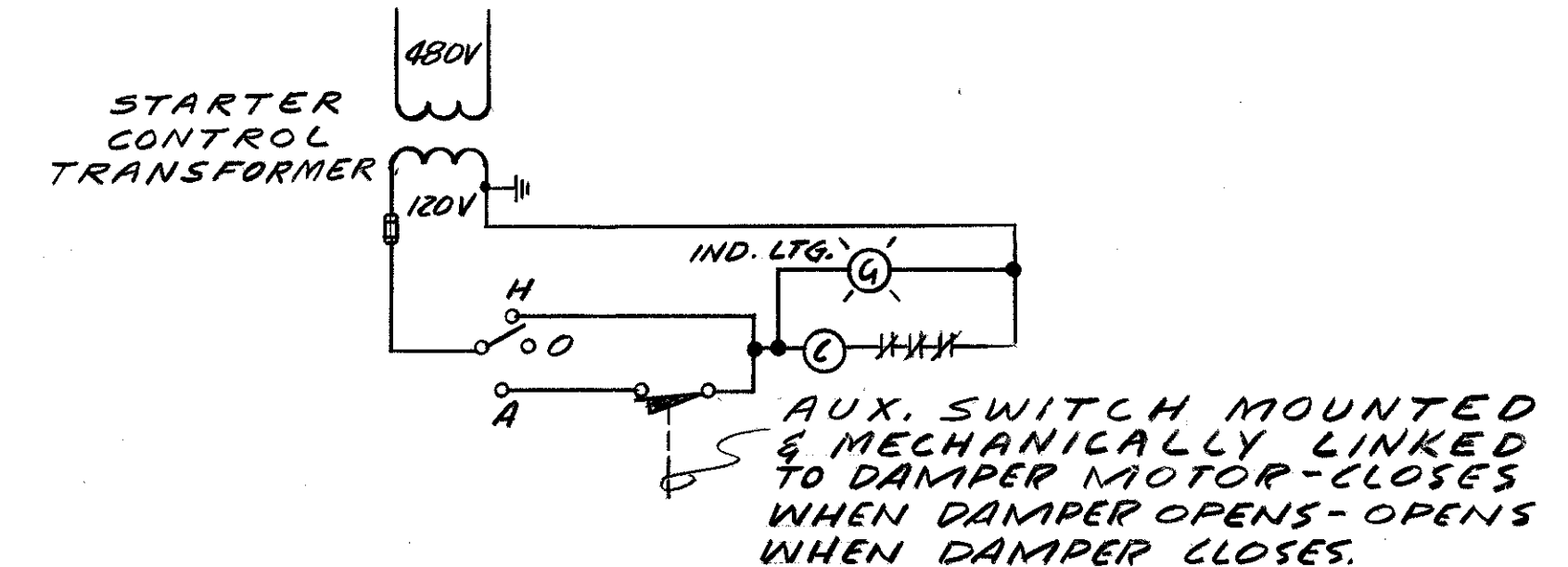


DAMPER MOTOR
POWER & CONTROL CKT.

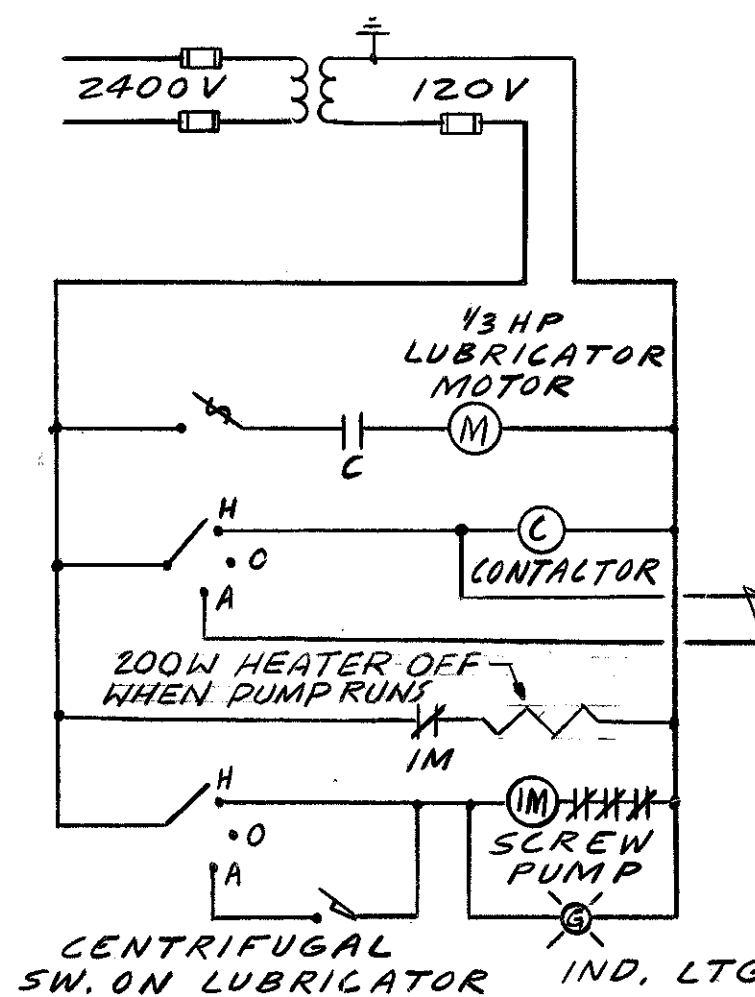
PUMP ROOM & EXTERIOR LTG.
CONTACTOR CONTROL CKT.
(EXTERIOR LIGHTING TO HAVE CONTROL POINT
REMOTE FROM BUILDING IN ADDITION TO THOSE
IN BUILDING.)



UNIT HEATER CONTROL
CIRCUIT



PRV-1, PRV-1A & PRV-1B & PF-1
STARTER CONTROL CKT.



PUMP & LUBRICATOR MOTOR
CONTROL CKT.

NEW JERSEY
SPORTS AND
EXPOSITION
COMPLEX

NEW JERSEY SPORTS & EXPOSITION AUTHORITY
BRENDAN T. BYRNE
GOVERNOR
DAVID A. WERBLIN
CHAIRMAN
EWING COLE ERDMAN & EUBANK/CLAUSS & NOLAN
COORDINATING ARCHITECTS-ENGINEERS-PLANNERS

SITE DEVELOPMENT

CLAUSS & NOLAN
ARCHITECTS/ENGINEERS/PLANNERS
FREDERIC R. HARRIS INC.
CONSULTANT ENGINEERS
EWING COLE ERDMAN & EUBANK
ARCHITECTS/ENGINEERS/PLANNERS

CERTIFICATE	NUMBERS
EWING	C 3779
COLE	C 4439
ERDMAN	C 4595
EUBANK	C 5357
CLAUSS	C 2727
NOLAN	13703

NO.	DATE	REVISIONS	SEAL

RECORD DRAWINGS
THIS RECORD DRAWING HAS BEEN
PREPARED BASED ON INFORMATION
SUPPLIED BY THE CONTRACTOR.

DWG. TITLE
ONE LINE DIAGRAM
&
SCHEDULES
SCALE NONE DRN. BY DATE 7-31-74
DWG. NO. E I

NEW JERSEY SPORTS AND EXPOSITION COMPLEX

NEW JERSEY SPORTS & EXPOSITION AUTHORITY
BRENDAN T. BYRNE
 GOVERNOR
DAVID A. WERBLIN
 CHAIRMAN
EWING COLE ERDMAN & EUBANK/CLAUSS & NOLAN
 COORDINATING ARCHITECTS - ENGINEERS - PLANNERS

SITE DEVELOPMENT

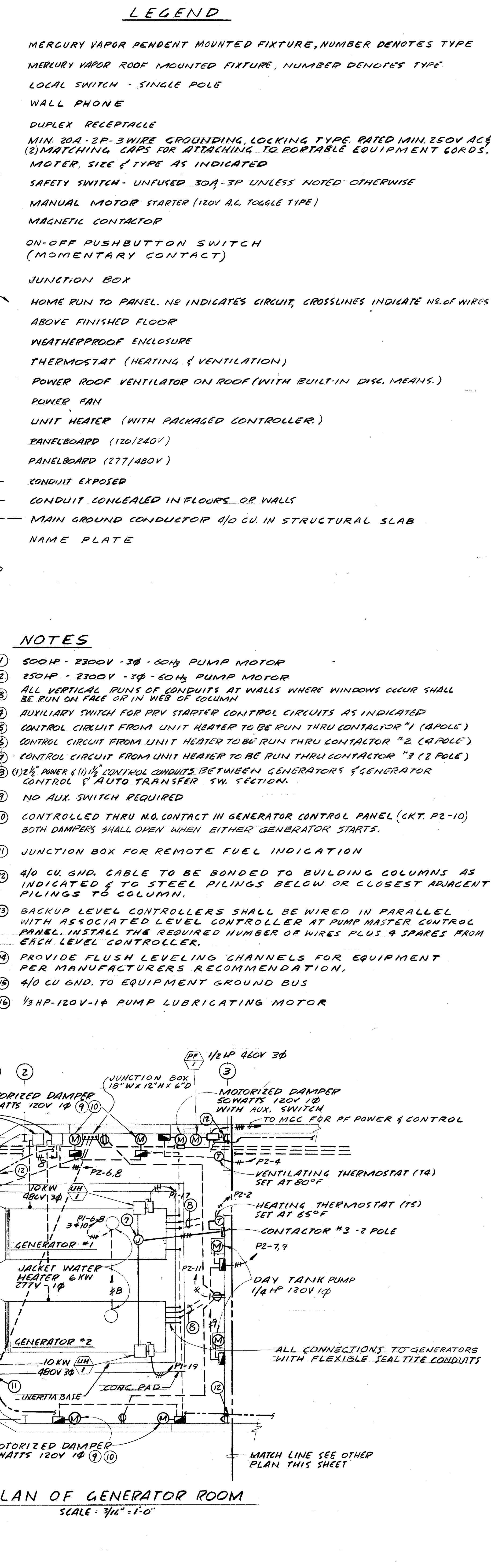
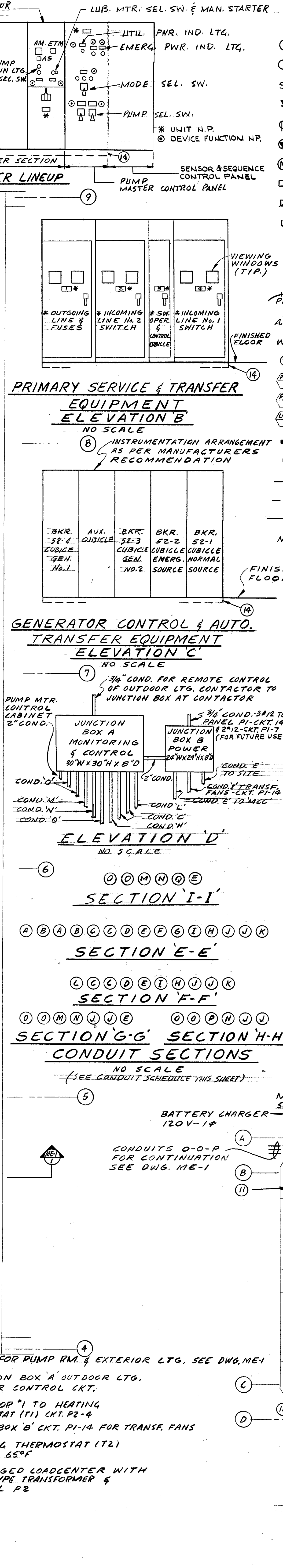
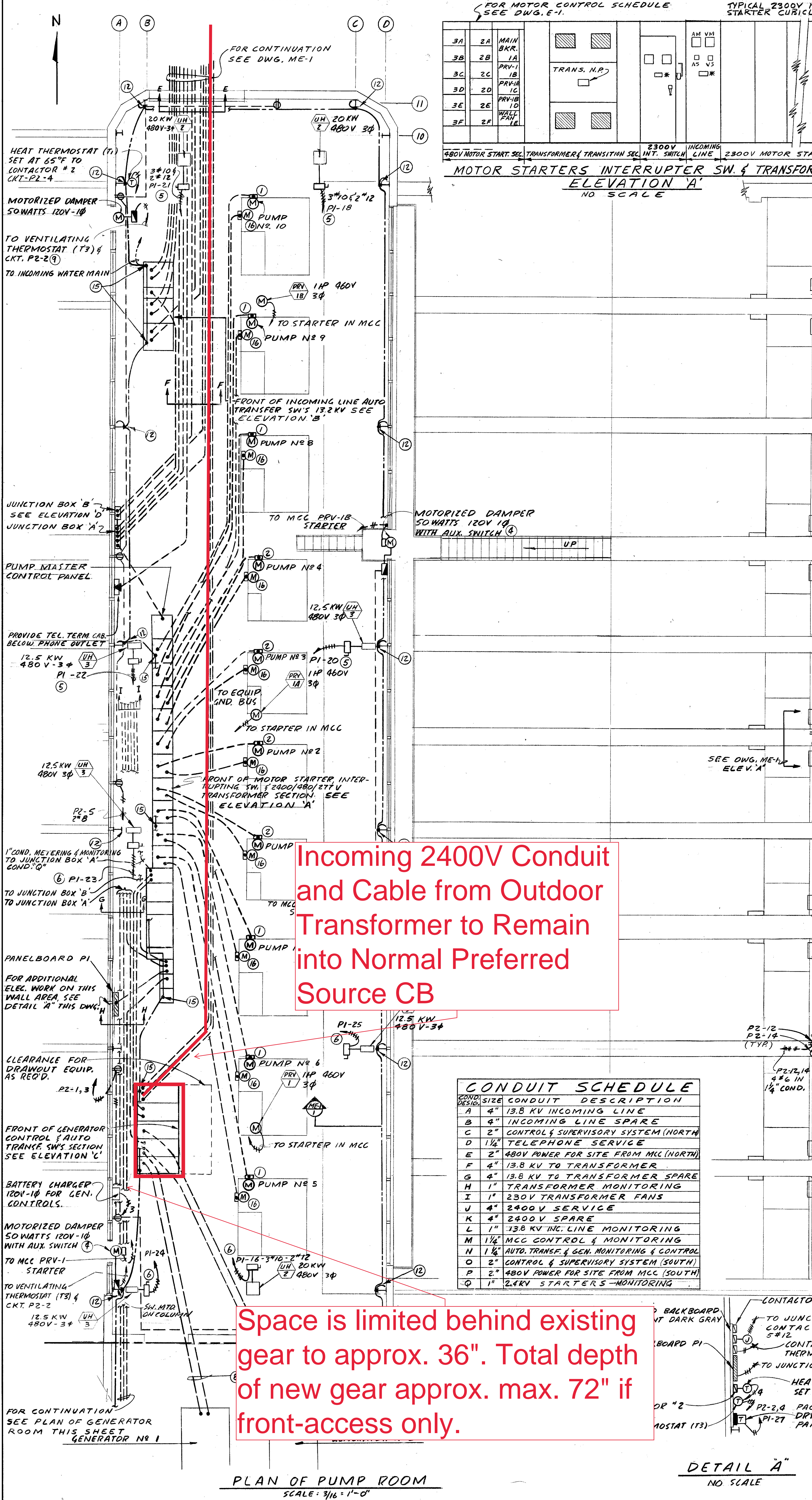
CLAUSS & NOLAN
 ARCHITECTS (ENGINEERS) / PLANNERS
FREDERIC R. HARRIS INC.
 CONSULTANT ENGINEERS
EWING COLE ERDMAN & EUBANK
 ARCHITECTS - ENGINEERS - PLANNERS

CERTIFICATE	NUMBERS
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NO.	DATE	REVISIONS	SEAL

RECORD DRAWINGS
 THIS RECORD DRAWING HAS BEEN PREPARED BASED ON INFORMATION SUPPLIED BY THE CONTRACTOR.

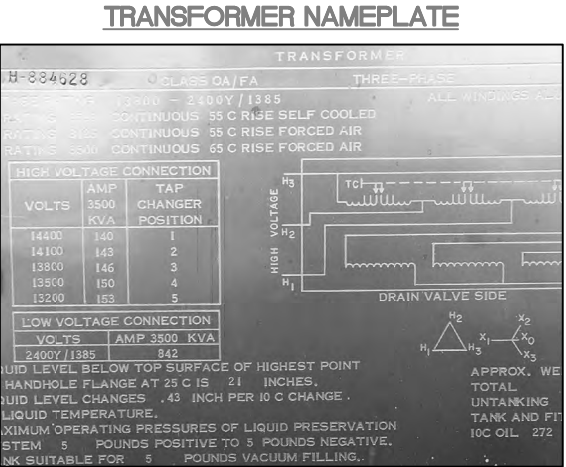
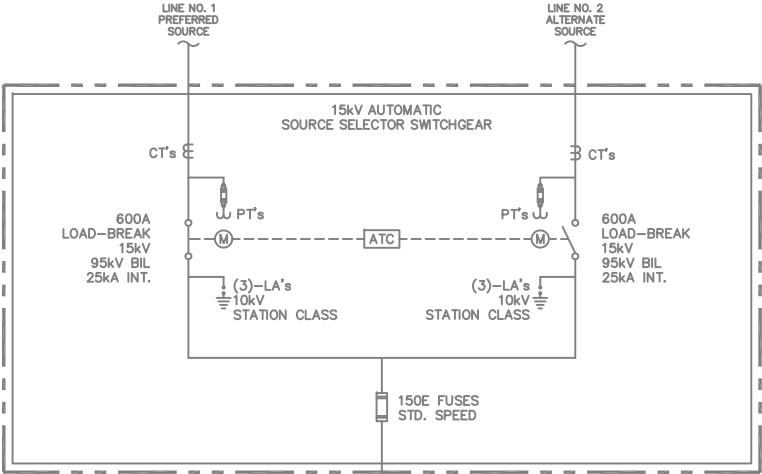
VI
 DWG. TITLE
POWER PLAN & LEGEND
 SCALE AS SHOWN DRN. BY DATE
 DWG. NO. **E2**



New Transfer Switchgear Schematic Drawings
E-1.00 & E-1.01

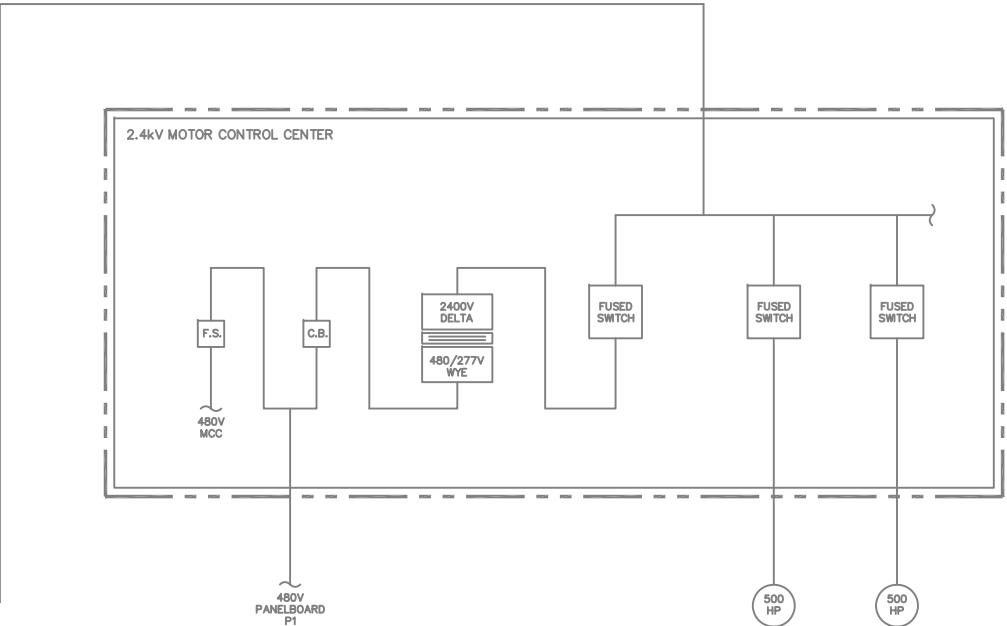
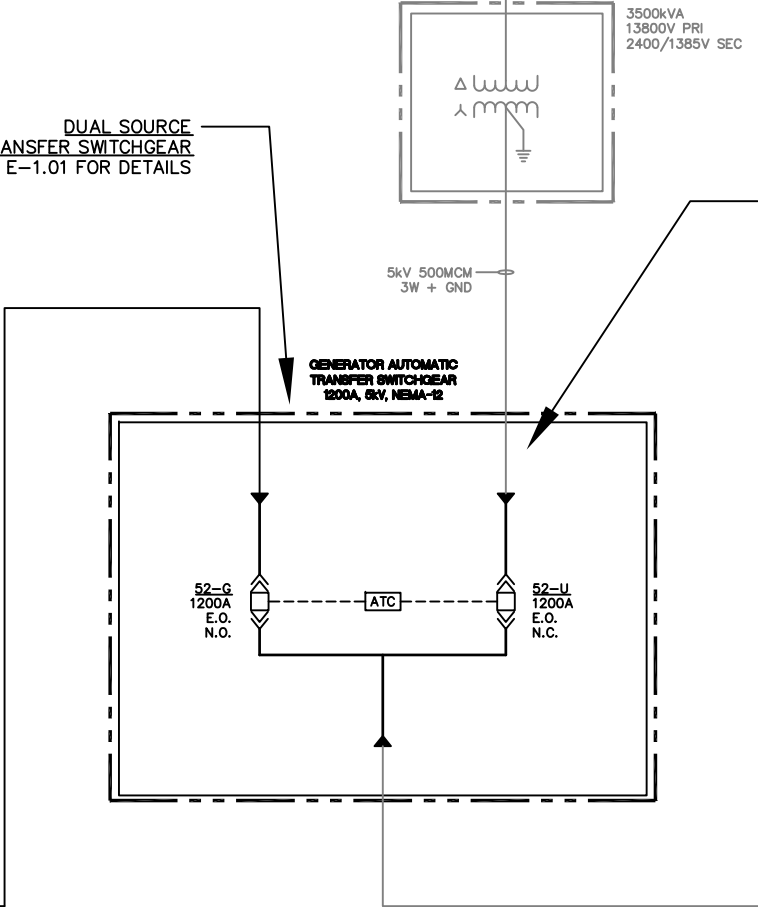
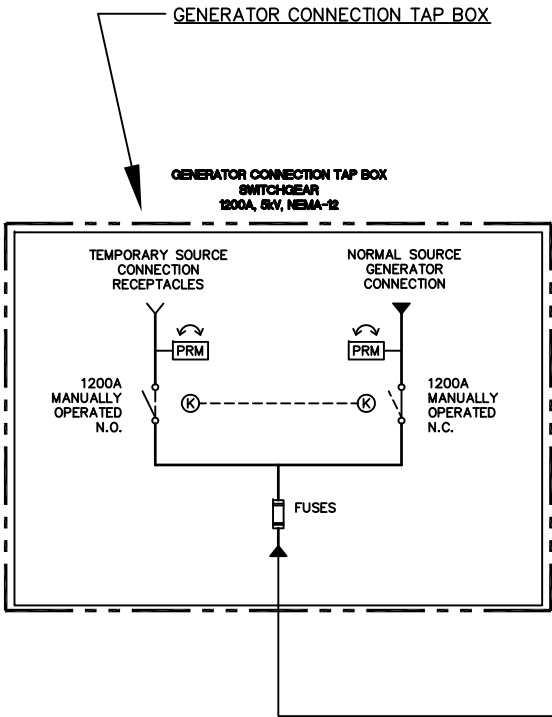
GENERAL NOTES:

- 1 REFER TO THE ATTACHED NJSEA DRAWINGS TITLED E1 & E2 FOR EXISTING CONDITIONS DETAILS TO COORDINATE THE NEW EQUIPMENT INTERCONNECTION REQUIREMENTS.
- 2 SEE THE ATTACHED DRAWING E-1.01 FOR AUTOMATIC TRANSFER SWITCHGEAR DETAILS FOR PROTECTION, MONITORING, AND TRANSFER CONTROL REQUIREMENTS.



DUAL SOURCE
AUTOMATIC TRANSFER SWITCHGEAR
SEE DWG. E-1.01 FOR DETAILS

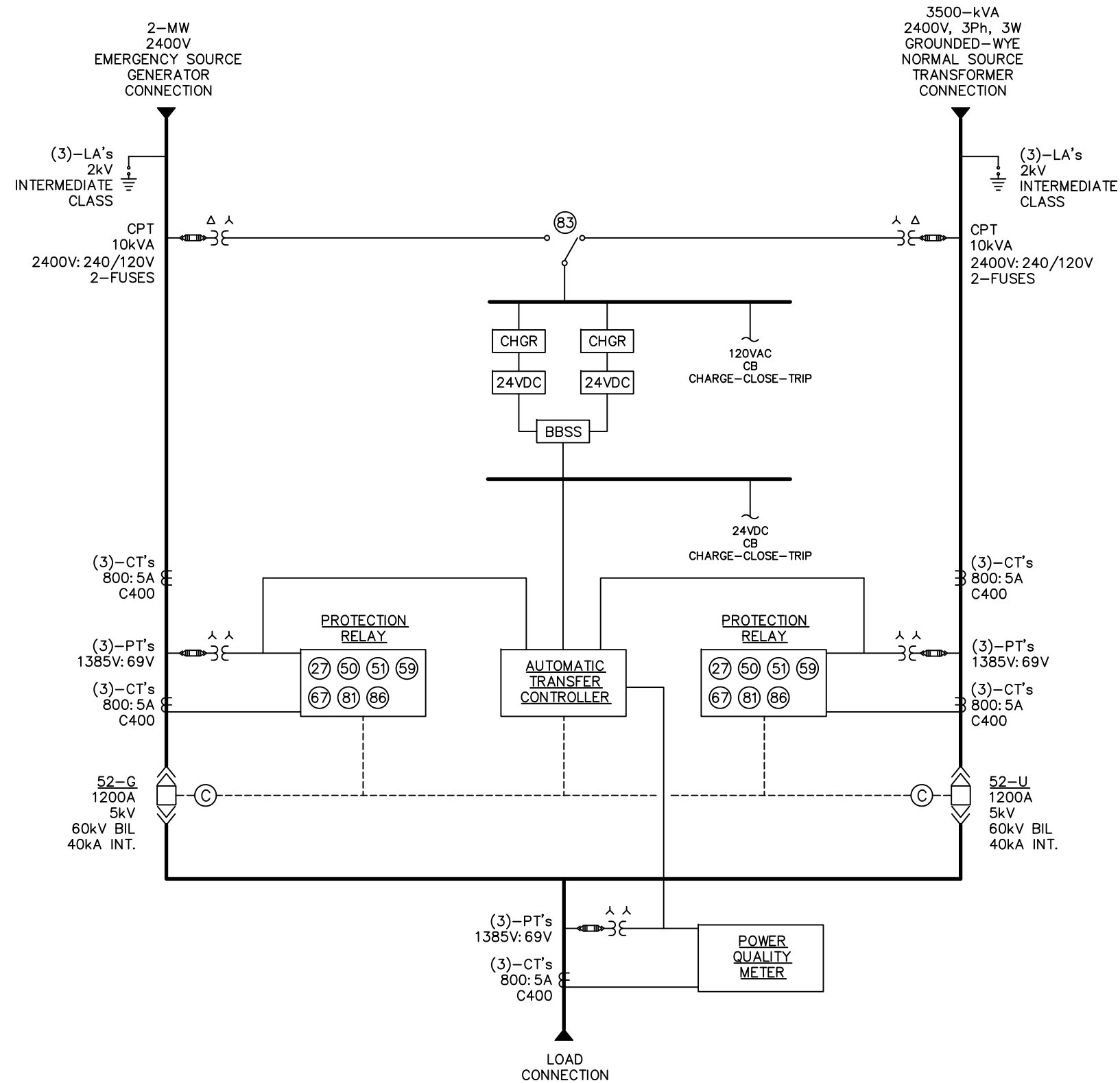
COORDINATE CONDUIT WINDOWS WITH
EXISTING UNDERGROUND CONDUIT
FROM POWER TRANSFORMER



REVISION			
NO.	DATE	DESCRIPTION	INITIALS
4	1/11/19	PURCHASING SPEC	MJV
3	11/6/18	PURCHASING SPEC	MJV
2	4/10/18	PURCHASING SPEC	MJV
1	5/26/17	DESIGN REVIEW	MJV
NO.	DATE	DESCRIPTION	INITIALS
SUBMISSION			
NOT FOR CONSTRUCTION			
<div><div><div><div><div><div></div></div></div><div><div>John-Winston</div><div>Engineers</div><div>Consultants Inc.</div></div><div><div>417 EUCLID AVE.</div><div>PO BOX 335</div><div>LOCH ARBOUR, NJ 07711</div><div>(732) 517-1151</div></div><div><div><div>RICHARD B. BERNHARDT NJPE 32030</div><div>NJ CERTIFICATE OF AUTHORIZATION # 240A27936200</div></div></div></div></div></div>			
<div><div><div><div><div></div><div>NEW JERSEY PROFESSIONAL ENGINEER SEAL</div></div></div><div><div><div>RICHARD B. BERNHARDT NJPE 32030</div><div>PROFESSIONAL ENGINEER</div></div></div></div></div>			
PROJECT NAME AND ADDRESS			
NJSEA MEADOWLANDS STORM WATER PUMP STATION SWITCHGEAR REPLACEMENT EAST RUTHERFORD, NJ			
TITLE			
ELECTRICAL SINGLE LINE DIAGRAM			
SCALE		DATE	DWG. NO.
AS NOTED		05/10/2017	E-100

GENERAL NOTES:

1 REFER TO THE ATTACHED NJSEA DRAWINGS TITLED E1 & E2 FOR EXISTING CONDITIONS DETAILS TO COORDINATE THE NEW EQUIPMENT INTERCONNECTION REQUIREMENTS.



REVISION			
NO.	DATE	DESCRIPTION	INITIALS
4	1/11/19	PURCHASING SPEC	MJV
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PROJECT NAME AND ADDRESS			
NJSEA MEADOWLANDS STORM WATER PUMP STATION SWITCHGEAR REPLACEMENT EAST RUTHERFORD, NJ			
TITLE			
ELECTRICAL SINGLE LINE DIAGRAM DETAILS			
SCALE	DATE	DWG. NO.	
AS NOTED	05/10/2017	E-101	