

NOTE TO REVIEWER: *Highlighted, italicized text* indicates REVISIONS to the version of the NJTA 2004 Standard Supplementary Specifications which existed prior to the issuance of this DCA.

### PREQUALIFICATION RECAPITULATION

The undersigned hereby affirms that our firm is prequalified by the New Jersey Turnpike Authority in the classification of \_\_\_\_\_ and rating of \_\_\_\_\_ and there has been no material change in our prequalification subsequent to the latest contractor's Qualifying Statement \_\_\_\_\_ (dated) as required by the Procedure for Prequalification and Award on New Jersey Turnpike Authority Construction Contracts.

### DISCLOSURE STATEMENT

The undersigned firm name of Bidder, in compliance with N.J.S.A 52:25-24.2 Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

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

### NON-COLLUSION AFFIDAVIT

The undersigned being duly sworn according to law on my oath depose and say that I am the bidder making this Proposal for the above named project, and that I execute this Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in this Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by our firm.

Subscribed and sworn to before me

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

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

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

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Affiant's Name

\_\_\_\_\_  
Affiant's Signature

\_\_\_\_\_  
Affiant's Title

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NEW JERSEY TURNPIKE AUTHORITY

**CONTRACT AGREEMENT**

(SELECT ROADWAY)

CONTRACT NO. [Insert Contract Number]  
[Insert Contract Title]

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_  
in the year of our Lord, two thousand and \_\_\_\_\_  
between the New Jersey Turnpike Authority, party of the first part, sometimes  
hereinafter called Authority, and \_\_\_\_\_  
part\_\_\_\_ of the second part, sometimes hereinafter called Contractor.

WITNESSETH, that the Said Contractor, in consideration of the payments hereinafter specified, hereby covenants and agrees to furnish and deliver all the materials, to do and perform all the work and labor required to be furnished and delivered, done and performed for, and to do and perform all things necessary or proper for, or incidental to the completion of Contract No. [insert number] in strict and entire conformity with the Specifications, attached hereto, and the Plans which consist of [insert number] drawings numbered [insert numbers] bearing the general title:

NEW JERSEY TURNPIKE AUTHORITY  
NEW JERSEY TURNPIKE/Garden State Parkway [select roadway]  
CONTRACT NO. [insert number]

[insert contract title]

and other Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth at length in the body of this Agreement.

All work under the Contract shall be performed and completed on or before [insert date].

If the Contractor fails to complete fully, entirely and in conformity with the provisions of the Contract, the Project and each and every part and appurtenance thereof, within the time stated above, or any portion for which a completion date is stipulated within such further time as may have been granted in accordance with the provisions of the Contract, then the Contractor shall and hereby agrees to pay the Authority for each and every calendar day that he is in default on time to complete the entire Project, **[insert amount (\$\_\_\_\_)] [engineer to submit liquidated damages calculation with Phase C submission]** which said amount per calendar day is agreed upon by the parties hereto to be liquidated damages and not a penalty.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of its subcontractors, and from all damages, liabilities, actions, proceedings, suits, costs, claims, or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the Project; or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees or agents, and of its subcontractors; or of the Authority, its officers, employees and agents, or of third persons; or through any improper or defective machinery, implements or appliances used in the Project; and the Contractor shall further defend, if so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs or claims of any kind, which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in or about the Project or by, or on account of, any claims or amount recovered for any infringement of patent, trademark or copyright. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination or rescission of this Contract.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Contract is to be binding upon the Authority, its successor or successors, and upon the contractor and \_\_\_\_\_ heirs, executors, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the Provisions of the Specifications, or if the provisions of the statutes relative thereto are not complied with.

*Relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by the New Jersey Office of the State Comptroller pursuant to N.J.S.A. 52:15C-14(d). The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.*

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

Attest:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Secretary of the New Jersey  
Turnpike Authority

\_\_\_\_\_  
Executive Director

(Corporate Seal)

Witness or Attest

\_\_\_\_\_

\_\_\_\_\_  
Name of Contractor

(Corporate Seal)

\_\_\_\_\_ L.S.

\_\_\_\_\_ L.S.

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## 102.09 SUBMITTING PROPOSALS

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Delete the first paragraph and replace it with the following:

The Bidder shall submit a Proposal via Electronic Bidding. An authorized representative of the Bidder is required to digitally sign the Proposal. The Authority may reject Proposals that are not digitally signed by the authorized representative of the Bidder with an approved digital signature. More information on digital signatures are found on the Authority's Electronic Bidding website.

The Bidder is solely responsible for any and all errors and for timely submission of the bid, all components thereof, and all attachments thereto, through the Electronic Bidding system; the Authority assumes no responsibility for any claim arising from the failure of any Bidder or of the electronic delivery system to cause any bid, bid component, or attachment to not be delivered to the Authority on or before the time set for the opening of bids.

The following documents shall be submitted with the Proposal:

Following the first paragraph replace the third bullet item document on the list with the following:

Filed copy of Public Records Filing for New Business Entity, evidencing filing with the New Jersey Department of Treasury, Division of Revenue (if prequalification not required).

Replace the fourth bullet item document on the list with the following:

Acknowledgment of compliance of the Contractor's Business Registration as required pursuant to Section 1 of P.L.2001, C.134 (N.J.S.A. 52:32-44).

Replace the eighth bullet item document on the list with the following:

Acknowledgment of compliance of the Public Works Certification as required pursuant to P.L.2003, C.91, N.J.S.A 34:11-56:48.

*Add the following bullet to the required document list:*

*Acknowledgment of compliance with the Disclosure of Investment Activities in Iran form provided by the Authority, pursuant to N.J.S.A. 52:32-58.*

Replace the 2nd and 3rd paragraphs with the following:

Proof of valid business registration with the State of New Jersey Department of Treasury, Division of Revenue shall be submitted by the successful Bidder in the form of a valid BRC in compliance with N.J.S.A. 52:32-44. No contract shall be awarded without proof of business registration with the Division of Revenue. Any questions with regard to obtaining a BRC can be directed to the Division of Revenue at (609) 292-1730. Alternatively, further information is available on the internet at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

No subcontract shall be entered into by the Contractor unless the Subcontractor first provides proof of valid business registration. ~~The Contractor shall provide written notice to any Subcontractor(s) to provide it with a valid BRC.~~

The Authority requests that all Bidders submit a copy of the Bidder's BRC prior to bid.

The Contractor shall submit to the Authority a copy of the Contractor's list of Subcontractors and their addresses and any updates that take place during the performance of the Contract. The Contractor shall submit a complete and accurate list of Subcontractors to the Authority before final payment is made for goods provided or services rendered or for construction of a construction project under the Contract.

NOTE TO REVIEWER: The following language is ADDED to the version of the NJTA 2004 Standard Supplementary Specifications which existed prior to the issuance of this DCA.

[Include the following with all contracts:]

The following subsection is added:

## **102.18 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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New Jersey Public Law 2012, c.25 requires all parties seeking to enter into a contract with the Authority to certify that it is not providing goods or services of \$20,000,000 or more in the energy sector of Iran. Each Bidder shall certify under penalty of perjury, date and return to the Authority the completed form entitled "Disclosure of Investment Activities in Iran" as set forth in the Proposal. Failure to include the completed form, certified and dated, may be grounds for rejection of Bidder's Proposal.

## **106.10 PERMITS, LICENSES AND TAXES**

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The following is added after the last paragraph:

Pursuant to N.J.S.A. 54:49-19, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.582:32-32 et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

### **NOTE TO DESIGNERS:**

The following sub-section is "non-standard". It shall be numbered consecutively in the supplementary specifications starting with number 106.25 regardless of the number shown. For example, if you want to use section 106.26 Federal Aid, but no other non-standard section, it shall be renumbered 106.25. If

another non-standard section is required, it shall be numbered 106.26 etc.

The following subsection is added:

**106.27            DISCRIMINATION IN EMPLOYMENT ON PUBLIC WORKS**

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All contractors and subcontractors must comply with the requirements of N.J.S.A. 10:2-1 Discrimination in Employment on Public Works bound hereinafter as Appendix J.



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## **108.03            PARTIAL PAYMENTS**

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In accordance with *N.J.S.A. 2A:30 A-2 – the Prompt Payment Act P.L. 1991, C.133*, regarding the prompt payment of construction contracts, the required 30-day payment period shall begin when the “Certificate for Payment to Contractor” has been approved in the Authority’s contract management system (CapEx Manager) by the Assistant Chief Engineer of Construction.

NOTE TO REVIEWER: The following language REPLACES its respective language in the version of the NJTA 2004 Standard Supplementary Specifications which existed prior to the issuance of this DCA.

## **APPENDIX A - AFFIRMATIVE ACTION MANDATORY LANGUAGE**

(REVISED 12/11)

### **EXHIBIT B MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27**

#### **CONSTRUCTION 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of

LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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 afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

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

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement.

However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

## **Appendix J - Discrimination in Employment on Public Works**

### **N.J.S.A. 10:2-1**

#### **10.2-1. Discrimination in Employment on Public Works; Contract Provisions; Set-Aside Programs**

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c. 490 (C.18A:18A-51 et seq.).

## **APPENDIX X - NEW JERSEY TURNPIKE AUTHORITY REQUIREMENTS FOR SMALL BUSINESS ENTERPRISE SUBCONTRACTORS' AND SET-ASIDE PROGRAM FOR CONSTRUCTION CONTRACTS**

The following pages will provide Bidders with information about the New Jersey Turnpike Authority (the "Authority") Small Business Enterprise ("SBE") Program requirements for non-federally funded construction contracts and subcontracts. Clarification of the SBE specifications along with assistance in completing the required forms can be obtained by calling Teresa M. Hale at the Authority's Office of Equal Employment Opportunity (hereinafter "Office of EEO") at (732) 750-5300 (ext. 8732). Prospective Bidders will also have an opportunity to ask questions regarding the directives contained in the SBE specifications at the pre-bid conference(s).

### **CONTRACT CLAUSE**

It is the policy of the Authority that SBEs, as determined and defined by the State of New Jersey, Department of Treasury, Division of Minority and Women Business Development ("Division") in N.J.A.C. 17:14-1.1 et seq., have the opportunity to compete for and participate in the performance of contracts and subcontracts for construction services. The Authority further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that SBEs have these opportunities.

This language is included to ensure that all persons who enter into any form of contractual agreement with the Authority are aware of their responsibilities and the commitment of the Authority to see that its SBE Policy is carried out in all instances.

### **EXPLANATORY NOTE**

The following information is provided by the New Jersey Turnpike Authority (the "Authority") to prospective bidders in an effort to promote and encourage participation in its "Small Business Enterprise Program" ("Program") for small businesses registered with the State of New Jersey, Department of Treasury, Division of Minority and Women Business Development (Division) as a Small Business Enterprises ("SBE"). The information provided below is not a complete reproduction of the regulations governing SBE registration and participation. Accordingly, to the extent that any of the information contained below conflicts with the applicable regulations, the regulations shall govern. Interested parties are encouraged to obtain a complete copy of the applicable regulations 17:13-1.1 et seq. and N.J.A.C. 17:14-1.1 et seq. prior to registering with the Commerce Commission State and submitting bids to the Authority.

#### **I. Standards Of Eligibility For Small Business Enterprises**

See N.J.A.C. 17:13-2.1 and 17:14-2.1

- A. In order to be eligible as a small business, a business must satisfy all of the following criteria:
  1. The business must be independently owned and operated, as evidenced by its management being responsible for both its daily and long term operation, and its management owning at least 51 percent interest in the business.
  2. The business must be incorporated or registered to do business in the

State and have its principal place of business in New Jersey, defined as such when either 51 percent or more of its employees work in New Jersey, as evidenced by the payment of New Jersey unemployment taxes or 51 percent or more of its business activities take place in New Jersey, as evidenced by its payment of income or business taxes.

3. The business must be a sole proprietorship, partnership, corporation or limited liability company with 100 or fewer employees in full-time positions, not including:
  - a. Seasonal and part-time employees employed for less than 90 days, if seasonal and casual part-time employment are common to that industry; and
  - b. Consultants employed under the other contracts not related to the construction and construction-related services that are under the subject of the specific contract for which the business wants to be eligible as a small business.
4. For goods and services contracts, the business must have gross revenues that do not exceed \$12 million or the applicable Federal revenue standards established at 13 CFR 121.20 whichever is higher.
5. For construction contracts, the business must have gross revenues that do not exceed \$3 million or 50% of the applicable revenue standards set forth in Federal regulation at 13 CFR 121.201 or the applicable annual revenue standards set forth in 13 CFR 121.201, whichever is higher.
6. Gross revenues of a business which has been in business for 3 or more completed years means the revenues of the business over its last 3 completed tax years divided by three.
7. Gross revenues of a business which has been in business for less than 3 complete tax years means the revenue for the period the business has been in business divided by the number of weeks in business, multiplied by 52.
8. Gross revenues of a business which has been in business 3 or more complete tax years but has a short year as one of those years means the revenues for the short year and the two full years divided by the number of weeks in the short year and the two full years, multiplied by 52. In addition, the Division may limit participation in its small business set-aside programs to businesses whose individual owners do not exceed \$750,000 in personal net worth.
9. Eligibility is formalized by the Division's registration and approval process.
10. For goods and services contracts, small businesses will be registered in one of the following three categories:
  - a. SBE 1 – Small businesses whose gross revenues do not exceed \$500,000; or
  - b. SBE 2 – Small businesses whose gross revenues do not exceed \$5,000,000; or
  - c. SBE 3 -- Small businesses whose gross revenues do not exceed \$12,000,000 or the applicable Federal revenue standards at 13 CFR 121.201, whichever is higher.



Small businesses registered in the category SBE 1 will be eligible to participate in the set-aside contracts and subcontracting programs available to businesses registered in the categories in SBE 1, 2 and 3. Small businesses registered in category SBE 2 will be eligible to participate in the set-aside contracts and subcontracting programs available to businesses registered in the category SBE 2 and 3. Small businesses registered in the category SBE 3 will be eligible to participate in the set-aside contracts and subcontracting programs available to businesses registered in the category SBE 3 only.

11. For construction contracts, small businesses will be registered in one of the following three categories:
  - a. SBE 4 – Small businesses whose gross revenues do not exceed \$1 million; or
  - b. SBE 5 – Small businesses whose gross revenues do not exceed 50% of the applicable annual revenue standards set forth in Federal regulation at 13 CFR 121.201 and as may be adjusted periodically.
  - c. SBE 6 Small Businesses with gross revenues that do not exceed the applicable annual revenue standards set forth in Federal regulation at 13 CFR 121.201 as may be adjusted periodically (16.75+M to \$33.5M).

Small businesses registered in the category SBE 4 will be eligible to participate in the set-aside contracts and subcontracting programs available to businesses registered in the categories in SBE 4, 5 and 6. Small businesses registered only in category SBE 5 will be eligible to participate in the set-aside contracts and subcontracting programs available to businesses registered in the category SBE 5 and 6 only. Small businesses registered in category SBE 6 above will be eligible to participate in set-aside contracts and subcontracting programs available to businesses registered only in category SBE 6.

## **II. Obligation To Provide Information And Penalties For Failure To Provide Complete And Accurate Information**

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See N.J.A.C. 17:13-2.2 and 17:14-2.2

- A. Applicants shall accurately and honestly supply all information required by the Division.
- B. When a business has been approved as a small business on the basis of false information knowingly supplied by the business and the business has been awarded an Authority good and services or construction contract or subcontract, the Director, Division of Minority and Women Business Development, after notice and opportunity for a contested case hearing pursuant to N.J.S.A. 52:14B-10 and N.J.A.C. 1:1, shall:
  1. Assess the business any difference between the contract amount and what the Authority's cost would have been if the contract had not been awarded pursuant to the Program;
  2. Assess the business a penalty in the amount of not more than 10 percent (10%) of the amount of the contract or subcontract involved; and
  3. Order the business ineligible to transact any business with a State

- contracting agency for a period of not less than three months and not more than 24 months; and
4. Revoke the registration of the business as a small business and remove the business from the State's small business database.
- C. Any business approved by the Division as a small business shall immediately apprise the Division of any circumstances which might affect the eligibility of the business under these rules.
- D. The failure of a business to report any such changed circumstances, or the intentional reporting of false information, shall disqualify the business for inclusion in the small business database and may subject the business to adverse action by contracting agencies and/or the Attorney General or other enforcement agencies.
- E. When a business has been registered as a small business on the basis of false information knowingly supplied by the business, but the business has not been awarded a State contract, the Division, after notice and opportunity for a contested case hearing pursuant to N.J.S.A. 52:14B-10 and N.J.A.C. 17:14-3.1, shall revoke the registration of the business as a small business, remove the business from the State's small business database and notify the Office of the Attorney General and State contracting agencies.

### **III. Registration Procedures For Small Business Enterprise**

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See N.J.A.C. 17:13-3.1 and 17:14-3.1

- A. Registration procedures established by the Division are as follows:

1. The business shall register at [www.newjerseybusiness.gov](http://www.newjerseybusiness.gov) <http://www.state.nj.us/njbusiness/contracting/sbsa>, for Premier Business Services; and
  2. The business shall apply to the Division by completing the Vendor Registration Form, available online at [www.newjerseybusiness.gov](http://www.newjerseybusiness.gov) <http://www.state.nj.us/njbusiness/contracting/sbsa>.
    - i. As part of its application to the Division, a business shall document its principal place of business, independent status, number of employees, and its gross revenues. This documentation shall include appropriate forms or reports otherwise submitted to or issued by State and Federal agencies, such as employee reports filed with the New Jersey Department of Labor and Workforce Development or certificates of incorporation issued by the New Jersey Department of State.
    - ii. If an applicant knowingly supplies inaccurate or false information, the application shall be denied under this chapter, the business shall be disqualified from inclusion in the small business database, and the business may be subject to adverse action by contracting agencies, the Attorney General or other enforcement agencies.
    - iii. As part of its application, the business shall pay a non-refundable \$ 100.00 application fee for a three-year registration.
- B. When an application for registration as a small business has been completed, the Division shall determine whether to approve it and notify the business of its decision. If approved, the Division will issue the business a registration certification and add the

business to the small business database.

C. The small business database shall be used by State contracting agencies in confirming eligibility for set-aside contracts and subcontracts and in reporting progress toward established contract award goals.

D. Every three years, no later than 20 days prior to expiration of the small business's registration, and not earlier than 60 days prior to the expiration of such registration, a business interested in remaining registered as a small business shall comply with the registration procedures pursuant to (a) above.

E. Annually the business shall submit, prior to the anniversary of the registration notice, an annual verification statement, in which it shall attest that there is no change in the ownership, revenue eligibility or control of the business.

1. If the business fails to submit the annual verification statement by the anniversary date, the registration will lapse and the business will be removed from the State's small business database. If the business seeks to be registered, it will have to reapply and pay the \$ 100.00 application fee.

2. If the business submits the annual verification statement by the anniversary date but either the verification statement or other information received by the Division indicates that the business is no longer eligible for registration as a small business, the Division shall revoke the registration pursuant to this chapter and following revocation, the business shall be removed from the State's small business database. The business may appeal this revocation pursuant to the procedures set forth at N.J.A.C. 17:13-3.4.

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#### **IV. Time For Application To Register As A Small Business Enterprise**

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See N.J.A.C. 17:13-3.2 and 17:14-3.2

- A. A business may apply to the Division at any time to be registered as a small business and to be placed on the small business database.
- B. If a business is to be eligible to bid on a specific set-aside contract or participate in the subcontracting target programs for purposes of these requirements, it must be registered as a small business by the Division on the date the bid or bid proposal is due at the Authority.

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#### **V. Responsive Bid Criteria**

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- A. The Authority requires that SBE Forms A, B, C and D, as applicable, be submitted within seven (7) days after Notice of Award. However, the Authority may extend the deadline for this requirement at its sole discretion.
- B. **FAILURE TO TIMELY AND SATISFACTORILY COMPLETE THE SBE FORMS OR, IF THE GOAL IS NOT MET, TO SHOW GOOD FAITH EFFORTS TO MEET THE GOAL, SHALL RESULT IN A DETERMINATION BY THE AUTHORITY THAT THE BIDDER IS NON-RESPONSIVE AND SHALL CAUSE REJECTION OF THE BID.**
- C. If the low Bidder submits the SBE forms within the requested time frame, but fails to meet the SBE goal, the Office of EEO, in conjunction with the Department of Engineering will evaluate the efforts made by the Bidder to determine whether a demonstration of Good Faith Efforts has been made.
- D. Criteria used to evaluate the efforts made to obtain SBE participation are outlined in Article VI, Good Faith Efforts of Bidders Requirements.

**VI. Good Faith Efforts Of Bidders Requirements**

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See N.J.A.C. 17:13-4.3 and 17:14-4.3

- A. The following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible small businesses:
1. The bidder shall attempt to locate qualified potential small business subcontractors;
  2. The bidder shall request a listing of small businesses from the Division and the Authority if none are known to the bidder;
  3. The bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of contact;
  4. The bidder shall attempt to contact all potential subcontractors on or about the same day and use similar methods to contact them;
  5. The bidder shall provide all potential subcontractors with detailed information regarding the specifications;
  6. The bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes; and
  7. Bidders shall maintain adequate records to document their efforts.

**VII. Counting SBE Participation**

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- A. Once a firm is determined to be an eligible SBE by the Division, the total dollar value of the contract awarded to the SBE shall be counted toward the applicable goal as follows:
1. The Authority will count towards its SBE goal only awards to SBEs that perform a commercially useful function in the work of a contract. This means that a SBE must be responsible for a distinct element of the work by actually performing, managing, and supervising the work involved. A SBE may, of course, enter into subcontracts. The subcontract values may be counted toward the SBE goal. However, if a SBE subcontracts a significantly greater portion of the work than is usual according to industry practices, it is presumed the SBE is not performing a commercially useful function and, therefore, the value of the SBE subcontract and its subcontracts will not be counted. The SBE may present evidence to the Authority to rebut this presumption.
  2. No work shall be included in the SBE Participation Schedule if the Bidder has reasonable cause to believe the listed SBE firm will subcontract, at any tier, more than 49% to a non-SBE firm.
  3. For construction contracts awarded under this program, 100% of the total contract amount will count toward the SBE Goal.
  4. For contracts with SBE suppliers of goods and services, 100% of total contract amount will count toward the SBE goal.
  5. Awards to SBE suppliers that are not manufacturers or regular dealers will be counted toward the goal on the following basis:
    - a. Fees or commission charged will be counted toward the goal for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract.

- b. If a SBE delivers equipment, materials and supplies required on a job site, the delivery fee charged may be counted toward the goal. Where such fees are a part of the SBE subcontract amount on a construction job, they have already been applied to the goal and cannot be further counted.
  - c. Fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract may be counted toward the goal, providing the aforementioned fees or commissions are determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.
6. Awards in subcontracts with businesses that are joint ventures will be counted on the basis of percentage ownership of the eligible SBE in the joint venture.

## **VIII. Bid Requirements**

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### **Pre-Bid Instructions:**

- 1. The listing of a SBE firm by a Bidder on its SBE Participation Schedule (Form A) shall constitute a representation by the Bidder to the Authority that such SBE firm is qualified and not unavailable, and a commitment by the Bidder that, if it is awarded the contract, it will enter into a subcontract with such SBE firm for the portion of the work described in the SBE Participation Schedule and at the price set forth in its Bid. NO SUBSTITUTIONS OF SBE FIRMS DESIGNATED IN THE BIDDER'S SBE PARTICIPATION SCHEDULE MAY BE EFFECTED WITHOUT THE AUTHORITY'S PRIOR WRITTEN APPROVAL. A SBE Bidder which lists itself on the SBE Participation Schedule is committed to performing the work indicated with its own personnel.
- 2. Agreements between a Bidder and SBE in which SBE promises not to provide subcontracting quotations to other Bidders are prohibited.
- 3. Price alone shall not be an acceptable basis for rejecting a SBE subcontractor's bid, unless the contractor evidences to the Authority's satisfaction that no reasonable price could be obtained from the SBE.
- 4. A Directory of Small Business Enterprises is available in the Authority's Office of EEO upon request. Use of this listing does not relieve the Bidder of its responsibility to seek SBE participation from other sources.

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### **Post Award Obligations:**

- 1. After the execution of a contract with the Authority, signed copies of subcontracts between the prime contractor and SBE subcontractors must be submitted to the Authority's Office of EEO no later than 14 business days after the subcontract execution. The Prime Contract recipient shall inform the Authority of the anticipated job start date for all SBE subcontractors prior to the start of same.
- 2. The agreement between the prime contractor and subcontractor shall remain firm for the duration of the contract. Should changes that affect the SBEs performance and/or compensation be required, the Authority's Office of EEO, in conjunction with the Department of Engineering, must be notified for its review and approval of the changes prior to their implementation.
- 3. Whenever the Authority issues project change orders, the Engineering

Department, after consultation with the Office of EEO, will determine if increased SBE participation will be required.

4. If at any time the contractor believes or has reason to believe that a proposed SBE has become unavailable or, due to change in ownership or management responsibility, does not meet the standards set forth in Article 2, the contractor shall, within 10 days, notify the Authority of that fact in writing. Within 15 days thereafter, the contractor shall, if necessary to achieve the stated goal, make every reasonable effort to subcontract the same or other work to other SBE firms. The contractor's efforts to replace an unavailable SBE firm shall be coordinated with the Authority's Office of EEO.
5. Should a SBE become ineligible during the course of this contract, effective as of the date of ineligibility, further contractual dollars expended with the SBE shall not be counted toward the SBE goal. Within 15 days after notification by the Authority to the contractor of the ineligible SBE, the contractor will make every reasonable effort to satisfy the SBE goal. The contractor's effort to continue to meet the SBE goal shall be coordinated with the Authority's Office of EEO.
6. Within 15 days of a contract award, a SBE Liaison Officer must be designated by the Prime Contractor. The liaison officer will be responsible for cooperating with the Authority regarding SBE subcontractor matters and will work with the office of EEO as necessary.
7. To ensure that all obligations under subcontracts awarded to SBEs are met, the Authority shall review the Prime Contractor's SBE involvement efforts during the performance of the contract. The Contractor shall monitor the performance of and collect and report data on SBE participation to the Compliance Officer of the Office of EEO. The Contractor shall report the SBE status on the *SBE Certificate of Participation form, a copy of which is attached to this Appendix, attached Form E (Contractor's Monthly SBE Report)* and submit it monthly to the Office of EEO. The Contractor must submit invoices or estimates to the Authority. SBEs must submit the appropriate forms on a monthly basis to the Office of EEO. The form will be reviewed to determine contract compliance with respect to the SBE goal. Failure to submit this report may result in suspension of payments as provided in Section D, "Audit and Penalties" below. If, at any time, the Authority has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the Attorney General of the State of New Jersey.
8. The Contractor agrees to pay each subcontractor and supplier under this contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the Contractor receives from the Authority.
9. In accordance with N.J.S.A. 52:32-40 and 52:32-41, the Contractor shall certify, prior to the issuance of a progress payment by the Authority, that all subcontractors and suppliers have been paid any amounts due from previous progress payments and shall be paid any amounts from the current progress payment. Alternatively, the Contractor shall certify that there exists a valid basis under the terms of the subcontractors or supplier's contract to withhold payment from the subcontractor or supplier and therefore payment is withheld.
10. If the Contractor withholds payment from the subcontractor or supplier,

the Contractor shall provide to the subcontractor or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of payment withheld. If a Performance/Payment Bond has been provided under this contract, the Contractor shall send a copy of the notice to the Surety providing the bond for the Contractor. A copy of the notice shall also be submitted to the Authority with the certification that payments are being withheld.

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#### **Substitution of SBE's**

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Except as provided herein, the successful Bidder shall not have the work performed, or the materials or supplies furnished, by any other SBE firm other than those named in the "Schedule of SBE Participation". However, if the Authority finds that the Bidder upon submission of its bid, committed itself to the goal in good faith, the Bidder may, in unusual situations, be permitted to substitute a subcontractor(s). A request for substitution must be in writing, with complete justification for the request. Whether the Contractor (or Bidder) seeks to make a substitution prior to award or during performance, the Contractor must have approval of the Authority before substitution of the SBE subcontractor, regardless of the reason for the substitution. Failure to obtain approval from the Authority could result in the Prime Contractor being found to be in "noncompliance" with the requirements of the contract. The term "unusual situations" includes, but is not limited to, a SBE subcontractor's or SBE joint venture partner's:

1. Failure to qualify as a SBE, or maintain SBE registration status.
2. Death or physical disability, if the named subcontractor or SBE partner of the joint venture is an individual.
3. Dissolution, if a corporation or partnership.
4. Bankruptcy of the subcontractor, subject to applicable bankruptcy laws, and only in instances where the bankruptcy affects the subcontractor's ability to perform.
5. Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
6. Failure or inability to comply with a requirement of law applicable to the subcontract work.
7. Material failure to comply with the terms and conditions of the subcontract.
8. Material failure to successfully perform the subcontract tasks.

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#### **D. Audit and Penalties**

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The Prime Contractor is advised that failure to carry out the requirements of these specifications shall constitute a breach of contract and may result in termination of the contract by the Authority, or such remedy as the Authority deems appropriate. During the performance of the contract, and for a period of up to three (3) years following completion of the contract work, the Authority may conduct reviews for compliance with the requirements of the SBE Program. Such reviews may include the evaluation of monthly reports, desk audits and site visitations. Where a Prime Contractor, or any subcontractor, is found to be in noncompliance with the requirements of the SBE Program during the

performance of the contract, it will be required to take corrective action. If corrective action is not promptly taken by the offending contractor, the following sanctions may be instituted (singularly, in any combination and in addition to any other remedies provided by law):

1. The Authority may withhold further payments under the contract.
2. The contract may be terminated for breach.
3. Suspension or debarment proceedings may be commenced in accordance with New Jersey law and the Authority regulations.
4. The relevant performance bond(s), if any, may be enforced.

## **IX. The Authority Program: Bid/Proposal Submittals**

*Copies of the following forms are attached to this Appendix:*

### **A. The Authority SBE Form A: ~~SBE Participation Schedule~~ ~~Schedule of SBE Participation:~~**

- List all SBE firms scheduled to participate in the contract, including scope of work to be performed and the dollar value of their anticipated participation. Additionally, the name of the Contractor's SBE liaison officer should be included on this form.
- Upon execution of a contract with the Authority the prime contractor must enter into a formal agreement with the SBE(s) listed on Form A. There can be no substitution of the SBE(s) listed on Form A without the prior written approval of the Authority. If, for any reason Form A is not completed, then the bidder must complete and provide Form D (see below).

### **B. The Authority SBE Form B: ~~Affidavit of Small Business Enterprise~~ ~~Intent to Perform as a Subcontractor:~~ (If Applicable)**

- For each SBE owned firm listed on Form A, Bidder shall include a complete and signed Form B. This form B is not required for set aside contract awards, *nor in cases wherein the Bidder is an SBE itself.*

### **C. The Authority SBE Program Form C: Affidavit of SBE:**

- Each SBE firm to be utilized must sign Form C attesting to its validity as a SBE.

### **D. The Authority SBE Program Form D: ~~SBE Unavailability Certification~~ ~~Documentation of Good Faith Effort SBE Firms Unavailability Certification~~ (If Applicable):**

- If a Bidder is unable to identify SBE(s) as required to meet the targeted goal set for this Contract, Bidder shall complete and attach this form which documents the Bidder's Good Faith Efforts to do so.

### **E. The Authority SBE Program Form E: ~~SBE Certificate of Participation~~ ~~Contractor's Monthly SBE Payment Report:~~**

- This is the payment report that must be completed on a monthly basis by the successful Bidder, *unless the Bidder is an SBE itself.*

### **F. ~~The Authority SBE Program Form E2: Subcontractor's Monthly SBE Payment Report:~~**

- ~~This form verifies payment to the SBE subcontractors, Form E2 is to be given to each SBE subcontractor by the Prime Contractor. The SBE firm is required to submit this form to the Authority Office of EEO directly or through the Contractor on a monthly basis.~~



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**X. Definitions**

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See N.J.A.C. 17:13-1.2 and 17:14-1.2, as the case may be.

- A. **“Construction Contract”** means any contract to which the Authority is a party involving any construction, renovation, reconstruction, rehabilitation, alteration, conversion, extension, demolition, repair or other changes or improvements of any kind whatsoever of any structure, facility or highway. The term also includes contracts for consultant services, the supervision, inspection and other functions incidental to actual construction.
- B. **“Consultant”** means an architect, engineer, construction manager, or other provider of technical and professional services in support of a design or construction or highway project.
- C. **“Contractor or Prime Contractor”** means any party performing or offering to perform a construction contract or consultant contract, or any party providing materials or goods used to perform a construction contract issued by the Authority.
- D. **“Goal”** means the statutorily determined percentage of contracting dollars awarded by the Authority to small businesses in order to comply with the small business provisions of the Set-Aside Act. It further means the percentage of State contracting dollars that the Authority makes a good faith effort to award to small businesses under Executive Order No. 71 (1993).
- E. **“Registration”** means the process by which any business can have its eligibility for participation in the Division’s small business programs determined.
- F. **“Set-Aside Contract”** means a contract specifically designated by the Authority as exclusively available for award to a small business.
- G. **“Small Business”**, for purposes of registering as a **goods and services contractor** means a business which has its principal place of business in the State, is independently owned and operated, has no more than 100 full-time employees, and has gross revenues that do not exceed \$12 million or the applicable Federal revenue standards established at 13 CFR 121.201 whichever is higher; and satisfying any additional eligibility standards under this chapter.
- H. **“Small Business”**, for purposes of registering as a **construction contractor**, means a business which has its principal place of business in the State, is independently owned and operated, has no more than 100 full-time employees, and has gross revenues that do not exceed either \$3 million, 50% of the applicable revenue standards set forth in Federal regulation 13 CFR 121.201 or the applicable annual revenue standards set forth in 13 CFR 121.201, whichever is higher.
- I. **“State Contracting Agency”** or **“Contracting Agency”** means any board, commission, committee, authority, division, department, college or university of the State which possesses the legal authority to award and make construction contracts except where expressly inconsistent with statutory authority.
- J. **“Subcontractor”** means a third party that is engaged by a contractor to perform all or part of the work or to provide supplies, materials or equipment included in a construction-related contract with the Authority.
- K. **“Target”** means the numerical objective which the Authority establishes, on a contract by contract basis, in order to meet its small business goal. **Subcontracting goals are not applicable if the prime contractor is a registered Small Business Enterprise (SBE) firm.**

**NEW JERSEY TURNPIKE AUTHORITY  
SMALL BUSINESS ENTERPRISES  
FORM A\***

**PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION ("SBE PARTICIPATION SCHEDULE")**

Contract Number:\_\_\_\_\_ Project Title:\_\_\_\_\_

SBE 1 GOAL%\_\_\_\_\_ SBE 2 GOAL%\_\_\_\_\_ SBE 3 GOAL%\_\_\_\_\_ **SBE 4 GOAL%**\_\_\_\_\_ SBE 5 GOAL%\_\_\_\_\_ SBE 6 GOAL%\_\_\_\_\_

NAME AND ADDRESS OF SBE 1, 2, 3, 4 and/or 5, 6 SUBCONTRACTOR	S B E 1	S B E 2	S B E 3	S B E 4	S B E 5	S B E 6		** M B E	** W B E	TYPE OF WORK TO BE PERFORMED	DOLLAR AMOUNT OF SUBCONTRACTOR WORK***	SUB- CONTRACT %

The undersigned will enter into a formal agreement with the SBE(s) listed in this schedule conditioned upon execution of a contract with the Authority for the above referenced project.

Authorized Signature:\_\_\_\_\_ Name of Company:\_\_\_\_\_

Print Name:\_\_\_\_\_ Title\_\_\_\_\_ Prime Contractor's Liaison Officer:\_\_\_\_\_

Company Phone #\_\_\_\_\_ Company Address:\_\_\_\_\_

**This form MUST be completed and submitted within seven (7) days after Notice of Award.**

SBE Prime Contractors need only to complete this form for their firm.

\* In the event Form A cannot be completed, or if the percentage of the goal for the contract is not met, Form D must be completed.

\*\* The provision of this information is voluntary and will not be considered in determining the successful bid or in calculating SBE participation.

\*\*\* Eliminate Price in Professional Service Contracts Only.

**NEW JERSEY TURNPIKE AUTHORITY  
SMALL BUSINESS ENTERPRISE  
FORM B  
INTENT TO PERFORM AS A SUBCONTRACTOR**

TO: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_  
(Name of Prime Contractor)

PROJECT TITLE: \_\_\_\_\_

The undersigned intends to perform subcontract work in connection with the above-mentioned project as  
(Check One):

\_\_\_ Individual \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Joint Venture \_\_\_ L.L.C. \_\_\_ Other

The SBE Category status of the undersigned is confirmed on the attached Affidavit of Small Business Enterprise  
(NJTA SBE Form C).

The undersigned is prepared to perform the following described work in connection with the above-referenced  
project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and at the following price: \_\_\_\_\_

**NOTE:** Eliminate Price on Professional Service Contracts Only.

The Prime Contractor has projected the following commencement date for such work, and the undersigned  
projects completion of such work as follows:

\_\_\_\_\_ Project Commencement Date                      \_\_\_\_\_ Projected Completion Date

With respect to the proposed subcontract described above, \_\_\_\_% of the dollar value of such subcontract will be  
subcontracted and/or awarded to Non-SBE Contractors and/or Non-SBE Suppliers.

The undersigned will enter into a formal agreement for the above work with the Prime Contractor conditioned  
upon execution of a contract with the Authority. As a SBE Sub-Contractor, I will cooperate with the certification  
and monitoring process set forth by the Authority for the referenced project.

\_\_\_\_\_  
Signature of SBE                      Date

\_\_\_\_\_  
Name of SBE Firm

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Type Title

\_\_\_\_\_  
Telephone Number

**NEW JERSEY TURNPIKE AUTHORITY  
SMALL BUSINESS ENTERPRISE PROGRAM  
FORM C  
AFFIDAVIT OF SMALL BUSINESS ENTERPRISE**

Contract Number: \_\_\_\_\_

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

**I HEREBY DECLARE AND AFFIRM that I am the (title)** \_\_\_\_\_

and duly authorized representative of the firm of \_\_\_\_\_

located in the STATE OF \_\_\_\_\_ and COUNTY OF \_\_\_\_\_

Bidder acknowledges and affirms that he/she is registered and approved in good standing with the State of New Jersey, Department of the Treasury, Division of Minority & Women Business Development ("Division") as a Small Business Enterprise ("SBE") and has been placed on the Division's small vendor list. This status must be achieved on or before the date the bids are received and opened.

PLEASE ATTACH A COPY OF YOUR SBE REGISTRATION CERTIFICATE.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Address

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
\_\_\_\_\_, the person described in the foregoing Affidavit acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness thereof, I hereunto set my official seal

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

(Seal)

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

**NEW JERSEY TURNPIKE AUTHORITY  
SMALL BUSINESS ENTERPRISE PROGRAM  
FORM D  
SBE UNAVAILABILITY CERTIFICATION**

Contract Number:

Project Title:

I, Name:

Title:

of

located in the STATE OF

Prime Contractor:

Certify that on \_\_\_\_\_, I contacted the following SBE(s) to obtain a Bid for work items to be performed on the Project named above.

**SBE: List By Firm Name, SBE Category No. & SBE Registration No. Of Each SBE Contacted  
Together With The Type Of Work Requested To Be Performed  
(attach additional pages as necessary)**

Firm Name	SBE Category No.	SBE Registration No.	Type Of Work

To the best of knowledge and belief, each SBE identified in this Form was unavailable for work on this project, exclusive of unavailability due to lack of agreement on price, and each SBE was unable to prepare a bid for the following reason(s) (if known):

Reason Unavailable:

Signature of Prime Contractor:

Date: \_\_\_\_\_

**This form MUST be completed and submitted within seven (7)  
days after Notice of Award.**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_

\_\_\_\_\_, the person described in the foregoing Affidavit acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness thereof, I hereunto set my official seal

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

(Seal)

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

# SBE CERTIFICATE OF PARTICIPATION

## FORM E

Construction Estimate No. Period  
 Contract No: (Note if Final) Ending

NAME & ADDRESS OF SBE SUBCONTRACTOR	PAY ITEM & DESCRIPTION OR PARTS THEREOF, OF WORK PERFORMED	DATES OF COMMENCEMENT & ESTIMATED COMPLETION	ACTUAL AMOUNT PAID THIS PERIOD	TOTAL AMOUNT PAID TO DATE	ESTIMATED AMOUNT TO BE PAID AT END OF CONTRACT	** M/WBE
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	

**CERTIFICATES FOR PAYMENTS SUBMITTED WITHOUT THE COMPLETED SBE CERTIFICATE OF PARTICIPATION WILL NOT BE PROCESSED.**

IN WITNESS WHEREOF the undersigned has hereunto set its

General Contractor

Hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

By: \_\_\_\_\_

General Contractor's SBE Liaison Officer

WITNESS OR ATTEST:

Telephone Number \_\_\_\_\_

**\*\* COMPLETION OF THIS SECTION IS OPTIONAL**