THE NEW JERSEY TURNPIKE AUTHORITY

PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

New Jersey Turnpike Administrative Offices
1 Turnpike Plaza
P.O. Box 5042
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Fax - 732-750-5399

REQUEST FOR BIDS

TITLE: **SAFETY INSPECTIONS AND ROUTINE MAINTENANCE OF ELEVATORS AND DUMBWAITERS**

BID NO: **RM-134733**

DUE DATE: **SEPTEMBER 26, 2017**

TIME: **2:30 PM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME STATED HEREIN

BIDDER INFORMATION (Please Print)

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

_____ _____
REPRESENTATIVE TO CONTACT-NAME & TITLE TELEPHONE NO.

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

SECTION I

A. INTRODUCTION

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

The Authority is governed by an eight member Board of Commissioners ("Board"). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over $100,000, except in cases where it has delegated authority to the Executive Director.

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

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request of Bid ("RFB"), including specifications and related bid documents ("Bids") must be submitted on or before the due date and time stated on the cover page at the following location: New Jersey Turnpike Authority, Administration Building, One Turnpike Plaza, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.

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

3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.

4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.

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

   (a) Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety ☒

   (b) Stockholder/Partnership Disclosure Statement ☒

6. See the Authority's Instruction to Bidders (attached) for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid.

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

   (a) State of New Jersey Division of Revenue Business Registration Certificate ☒

   (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒

   (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒

   (d) Public Works Contractor Registration Certificate(s) (if applicable) ☒

   (e) Affirmative Action Information Sheet with Certificate or Form AA302 ☒

   (f) Signed Mandatory Equal Employment Opportunity Language ☒

   (g) SBE/WBE/MBE Certificates and Form ☒

   (h) Vendor Disclosure Form (EO129-Location of Services) ☒

   (i) Notice of Set-Off for State Tax (P.L. 1999, c 159) ☒

   (j) Automobile Insurance Liability Waiver ☒

   (k) Insurance Certificate ☒

   (l) Disclosure of Investment Activities in Iran ☒

   (m) Three year Open Option Clause ☐

SECTION II

A. INTENTION

1. Sealed Bids for **R-134733** will be received at the New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095, by the due date and time stated on the cover page of this RFB, at which time and place said Bid will be opened and read in public.

2. It is the intention of the Authority to issue a purchase order for the procurement of SAFETY INSPECTIONS AND ROUTINE MAINTENANCE OF ELEVATORS AND DUMBWAITERS.

3. There will be a **Pre-Bid Meeting and Walk-Thru** for this RFB on **Thursday, September 14, 2017 at 10:00AM** at the Authority HQ Building in Woodbridge. The walk-thru will continue at other Authority facilities to permit potential bidders to view a variety of types of elevators and dumbwaiters. **Attendance is recommended but not required to submit a bid**.

4. Items and Services purchased under this contract will be delivered as directed by the Authority. The term of the contract shall be for two (2) years with the option to extend for two additional one-year terms at the Authority's discretion and the vendor's concurrence.

5. Please contact Richard Bava with any questions regarding this procurement / contract at rbava@turnpike.state.nj.us.

B. BID SHEET INSTRUCTIONS

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

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

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

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

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

C. BASIS OF AWARD

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

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

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

4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price. The Authority is tax exempt from New Jersey Sales and Excise Tax.

5. **Award will be made to the lowest responsive and responsible Bidder based on the Grand Total Bid Price.**

D. MISCELLANEOUS

1. Payment Terms: The Authority's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

   Discount: Maximum time period _____
   Percentage _____

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

2. **Contract Bond**: The successful bidder will be required upon award, to provide a contract bond in an amount of **20% of the contract amount**.

3. **ELECTRONIC PAYMENT: The Vendor will be required to accept payment(s) for goods or services via automatic deposit from the Authority. NO OTHER FORM OF PAYMENT WILL BE PROVIDED. See Exhibit M in the Instructions to Bidders on the Authority's website for the required electronic payment forms: http://www.state.nj.us/turnpike/purchasing.html**

Notice of New Process – Registration for Electronic Bidding

In an effort to make the bid solicitation process more efficient and cost effective for both vendors and the Authority, the PMM Department has adopted an electronic bidding process for public bids. Electronic bids shall be submitted at the bidexpress.com website as the method of bid submission. Commencing in the 4th quarter of 2017, paper bids may no longer be accepted. It is strongly recommended that vendors become familiar with the electronic process as soon as possible to prepare for the Authority's decision to accept only electronic bids.

All electronic bidders must first register on bidexpress.com and create an Info Tech digital identification ("Digital ID") at no cost to the vendor. The Digital ID is used to sign bids and serves important functions including: a) assuring the Authority, that the digital signature is from the entity submitting the bid (forgery deterrence); b) ensuring that no one can alter a bid (non-falsification); c) preventing the information in a bid from disclosure to unauthorized parties (confidentiality); and d) safeguarding that even authorized parties cannot access the bid prior to the public bid opening (sealing). Since it can take up to five (5) business days to process your Digital ID, it is highly recommended that a Digital ID be enabled at least 48 hours in advance of submitting an electronic bid. Please plan accordingly.

In lieu of paying the traditional paper bidding costs (overnight delivery costs), Bid Express charges a fee of $25.00 to those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for $50.00 per month for unlimited electronic bid submission to all entities that (nationally) post solicitations on the bidexpress.com website plus get email notifications by agency/work type/commodity code.

Furthermore, for bidders who are bidding online and wish to utilize the electronic bid bond option, please see the FAQs page regarding electronic bid bonds at https://bidexpress.com.

For additional guidance on the electronic process, please contact the Bid Express team toll free at (888) 352-2439 (select option 1).

NEW JERSEY TURNPIKE AUTHORITY

Bid Price Sheet – Section A

NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY LOCATIONS

MULTIPLY COLUMNS "B" X "C" X "D" = "E"

ITEM # "A"	DESCRIPTION	QTY. "B"	MONTHLY COST "C"	NUMBER OF MONTHS "D"	TOTAL COST "E"
1.	Maintenance, Inspection & Testing of Passenger Elevator; District 8 Maintenance Yard, GSP MP 164 South, Paramus **APPROXIMATE IN SERVICE DATE 2-2018**	**1**	**$**	**24**	**$**
2.	Maintenance, Inspection & Testing of Passenger Elevator; District 7 Maintenance Yard, GSP MP 156 North, Clifton **APPROXIMATE IN SERVICE DATE 8-2018**	**1**	**$**	**24**	**$**
3.	Maintenance, Inspection & Testing of Passenger Elevator; Bloomfield State Police, GSP MP 153 North, Bloomfield	**1**	**$**	**24**	**$**
4.	Maintenance, Inspection & Testing of Passenger Elevator; District 6 Maintenance Yard, GSP MP 137.8 South, Clark	**1**	**$**	**24**	**$**
5.	Maintenance, Inspection & Testing of Passenger Elevators; Traffic Management Center, King Georges Rd., Woodbridge	**4**	**$**	**24**	**$**
6.	Maintenance, Inspection & Testing of Passenger Elevator; Raritan North Tolls, GSP MP 125.3 North, Sayreville	**1**	**$**	**24**	**$**
7.	Maintenance, Inspection & Testing of Dumbwaiter; Raritan South Tolls, GSP MP 125.3 South, Sayreville	**1**	**$**	**24**	**$**
8.	Maintenance, Inspection & Testing of Passenger Elevator; District 5 Maintenance Yard, GSP MP 116 South, Holmdel **APPROXIMATE IN SERVICE DATE 2-2018**	**1**	**$**	**24**	**$**
9.	Maintenance, Inspection & Testing of Passenger Elevator; Holmdel State Police, GSP MP 116 South, Holmdel	**1**	**$**	**24**	**$**
10.	Maintenance, Inspection & Testing of Passenger Elevator; District 4 Maintenance Yard, GSP MP 94.3 South, Brick **APPROXIMATE IN SERVICE DATE 1-2018**	**1**	**$**	**24**	**$**
11.	Maintenance, Inspection & Testing of Dumbwaiters; Lakewood Tolls, GSP MP 90.0 North & MP 90.0 South, Lakewood	**2**	**$**	**24**	**$**

Bid Price Sheet – Section A (Continued)

NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY LOCATIONS

MULTIPLY COLUMNS "B" X "C" X "D" = "E"

ITEM # "A"	DESCRIPTION	QTY. "B"	MONTHLY COST "C"	NUMBER OF MONTHS "D"	TOTAL COST "E"
12.	Maintenance, Inspection & Testing of Dumbwaiters; Berkeley Tolls, GSP MP 77.5 North & MP 78.4 South, Berkeley Twp.	**2**	**$**	**24**	**$**
13.	Maintenance, Inspection & Testing of Dumbwaiters; Waretown Tolls, GSP MP 70.4 North & MP 70.4 South, Lacey Twp.	**2**	**$**	**24**	**$**
14.	Maintenance, Inspection & Testing of Passenger Elevator; District 3 Maintenance Yard, GSP MP 67.7 North, Barnegat **APPROXIMATE IN SERVICE DATE 12-2017**	**1**	**$**	**24**	**$**
15.	Maintenance, Inspection & Testing of Passenger Elevator; Galloway State Police, GSP MP 41.6 South, Galloway	**1**	**$**	**24**	**$**
16.	Maintenance, Inspection & Testing of Passenger Elevator; District 2 Maintenance Yard, GSP MP 41.1 South, Absecon **APPROXIMATE IN SERVICE DATE 12-2017**	**1**	**$**	**24**	**$**
17.	Maintenance, Inspection & Testing of Passenger Elevator; District 1 Maintenance Yard, GSP MP 13.8 South, Swainton **APPROXIMATE IN SERVICE DATE 11-2017**	**1**	**$**	**24**	**$**
18.	Maintenance, Inspection & Testing of Passenger Elevators; Authority's HQ Building, 1 Turnpike Plaza, Woodbridge	**5**	**$**	**24**	**$**
19.	Maintenance, Inspection & Testing of Passenger Elevator; District 8 Maintenance Yard, TPK MP 111.5 South, Secaucus	**1**	**$**	**24**	**$**
20.	Maintenance, Inspection & Testing of Passenger Elevator; Newark State Police, TPK MP 104.7 South, Newark	**1**	**$**	**24**	**$**
21.	Maintenance, Inspection & Testing of Passenger Elevator; Interchange 14 Utility Building, TPK MP 104.7 South, Newark	**1**	**$**	**24**	**$**
22.	Maintenance, Inspection & Testing of Passenger Elevator; District 6 Maintenance Yard, TPK MP 100.4 North, Elizabeth **APPROXIMATE IN SERVICE DATE 2-2018**	**1**	**$**	**24**	**$**
23.	Maintenance, Inspection & Testing of Passenger Elevator; Central Services, TPK MP 90.0 North, Woodbridge	**1**	**$**	**24**	**$**
24.	Maintenance, Inspection & Testing of Passenger Elevator; Administration Building, TPK MP 83.4, New Brunswick **NOT IN SERVICE**	**1**	**$**	**24**	**$**

Bid Price Sheet – Section A (Continued)

NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY LOCATIONS

MULTIPLY COLUMNS "B" X "C" X "D" = "E"

ITEM # "A"	DESCRIPTION	QTY. "B"	MONTHLY COST "C"	NUMBER OF MONTHS "D"	TOTAL COST "E"
25.	Maintenance, Inspection & Testing of Dumbwaiters; Administration Building, TPK MP 83.4, New Brunswick **NOT IN SERVICE**	**2**	**$**	**24**	**$**
26.	Maintenance, Inspection & Testing of Passenger Elevator; District 5 Maintenance Yard, TPK MP 80.7 South, Milltown **APPROXIMATE IN SERVICE DATE 1-2018**	**1**	**$**	**24**	**$**
27.	Maintenance, Inspection & Testing of Passenger Elevator; Law Enforcement Center, TPK MP 71.4 South, Cranbury	**1**	**$**	**24**	**$**
28.	Maintenance, Inspection & Testing of Passenger Elevator; District 4 Maintenance Yard, TPK MP 67.6 South, Hightstown **APPROXIMATE IN SERVICE DATE 2-2018**	**1**	**$**	**24**	**$**
29.	Maintenance, Inspection & Testing of Passenger Elevator; District 3 Maintenance Yard, TPK MP 56.5 North, Crosswicks **APPROXIMATE IN SERVICE DATE 2-2019**	**1**	**$**	**24**	**$**
30.	Maintenance, Inspection & Testing of Passenger Elevator; District 2 Maintenance Yard, TPK MP 37.1 North, Mt. Laurel **APPROXIMATE IN SERVICE DATE 12-2018**	**1**	**$**	**24**	**$**
31.	Maintenance, Inspection & Testing of Passenger Elevator; Moorestown State Police, TPK MP 37.1 South, Mt. Laurel	**1**	**$**	**24**	**$**
32.	Maintenance, Inspection & Testing of Passenger Elevator; District 1 Maintenance Yard, TPK MP 13.2 North, Woolwich Twp **APPROXIMATE IN SERVICE DATE 12-2017**.	**1**	**$**	**24**	**$**
33.	Maintenance, Inspection & Testing of Passenger Elevators; Interchange 1 Toll Plaza, TPK MP 2.6, Deepwater	**3**	**$**	**24**	**$**

TOTAL BID PRICE FOR SECTION "A" (LINES 1 THROUGH 33) - $ _____

Bid Price Sheet– Section B

NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY LOCATIONS

MULTIPLY COLUMNS "B" X "D" = "E"

ITEM # "B"	DESCRIPTION	HOURS "B"	N/A "C"	HOURLY RATE "D"	TOTAL COST "E"
1.	Regular Hourly Rate for Additional Services as Directed by the NJTA for Elevators and Dumbwaiters at any Location	**500**	**N/A**	**$**	**$**
2.	Emergency Hourly Rate for Additional Services as Directed by the NJTA for Elevators and Dumbwaiters at any Location	**600**	**N/A**	**$**	**$**

TOTAL BID PRICE FOR SECTION "B" (LINES 1 AND 2) - $ _____

GRAND TOTAL BID PRICE FOR SECTIONS "A" AND "B" - $ _____

_____/_____

Name of Company and / Authorized Signature of Bidder

NEW JERSEY TURNPIKE AUTHORITY

_____

Andrea E. Ward
Director, PMM Department

SIGNATURE PAGE

1. **ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:
   Receipt of Addendum / Inquiries #_____dated_____is hereby acknowledged.
   Receipt of Addendum / Inquiries #_____dated_____is hereby acknowledged.

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

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid.

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

   I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

4. **AUTHORIZED SIGNATURE:**_____

   Print Name and Title: _____

   Bidder: _____

   Address: _____

   City, State, Zip: _____

   E-mail address _____

   Telephone #: _____ Fax:_____

   Date: _____

NEW JERSEY TURNPIKE AUTHORITY

AGREEMENT

RM-134733

SAFETY INSPECTIONS AND ROUTINE MAINTENANCE OF GARDEN STATE PARKWAY AND NEW JERSEY TURNPIKE ELEVATORS AND DUMBWAITERS

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at One Turnpike Plaza Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____ having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the Safety Inspections and Routine Maintenance of Elevators and Dumbwaiters as specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate two (2) years therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

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 his subcontractors, and 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, servants, and 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 he shall further defend it, so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment 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 or patent, trademark or copyright. Any such 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 Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:

_____
Kim Schurman
Secretary to the Authority

[Corporate Seal]

NEW JERSEY TURNPIKE AUTHORITY

BY_____
Joseph W. Mrozek, Jr.
Executive Director

ATTEST:

_____

_____
Name / Title

_____
Company Name

BY_____
Name / Title

SPECIFICATIONS

NEW JERSEY TURNPIKE AUTHORITY

SPECIFICATIONS
FOR
SAFETY INSPECTIONS AND ROUTINE MAINTENANCE
OF GARDEN STATE PARKWAY AND NEW JERSEY TURNPIKE
ELEVATORS AND DUMBWAITERS

AUGUST 2017

1. PURPOSE AND INTENT

The purpose of this Request for Bids is to obtain proposals from responsible bidders to furnish all labor, replacement parts, minor materials, services, equipment, tools and insurance to perform safety inspections, routine preventative maintenance and repairs on elevators and dumbwaiters along the Garden State Parkway and New Jersey Turnpike. Refer to Appendix A for a list and type of elevators and dumbwaiters with their locations.

The name "Authority" or "NJTA" hereinafter refers to the New Jersey Turnpike Authority, One Turnpike Plaza, Woodbridge, NJ 07095. The name "Contractor" hereinafter refers to the Company hired and retained by Authority on an annual basis to perform monthly elevator and dumbwaiter safety inspections and routine maintenance as indicated in the Specifications.

2. CONTRACT PERIOD

The term of the Contract shall commence upon receipt of an Authority Purchase Order and shall terminate on the date two (2) years after the date of the Purchase Order or until such a time as the need for such services are no longer required, whichever comes first. The Authority, at its sole discretion, may choose to extend this Contract for an additional two (2), one (1) year terms.

3. GENERAL REQUIREMENTS

All work performed under the Contract shall be done in accordance with the following conditions:

a. The Garden State Parkway locations must be performed during normal working hours, Monday through Friday, 7:00 am through 3:00 pm. If additional time is necessary other than the normal working hours listed, it must be coordinated with the Authority Designee.

b. The New Jersey Turnpike locations must be performed during normal working hours, Monday through Friday, 8:00 am through 4:30 pm. If additional time is necessary other than the normal working hours listed, it must be coordinated with the Authority Designee.

c. The Authority may require repairs to be made outside normal working hours or on holidays; these repairs will be considered Emergency Repairs. The Contractor shall respond on site to the Authority's Emergency Repair requests within **two (2) hours**. Emergency Repairs will be billed at the hourly rate as submitted on the Bid Quotation sheets plus parts. Parts will be billed at the contractors cost plus 10%.

d. If the Contractor is aware an elevator must remain out of service for more than 48 hours to facilitate necessary maintenance or repairs, the Authority Designee must be notified in advance for scheduling purposes.

e. The Contractor shall remove all debris, garbage, equipment and materials from work site upon completion and return in a safe, clean and orderly condition. The contractor must dispose of all debris for no additional fee.

f. The Authority may choose to add or delete any elevator from this agreement with 30 days written notice to the Contractor.

4. WORK TO BE PERFORMED

The Contractor shall inspect each elevator at least once each month. During these inspections, the Contractor, shall examine all equipment including, but not limited to, hoistways, car tops, car bottoms, pits, beams, sills, safeties and linkages and complete the following scope of work:

a. Cleaning: Remove accumulated dirt, dust and rubbish from machine rooms, hoistways and pits. Clean door operator equipment including linkages, drive motor, speed reduction unit, safety shoe and light ray devices; machine, brakes, motors, electro-mechanical and motor operated cam devices; controller and component parts.

b. Adjustments: Adjust machinery and equipment as required. The Contractor shall maintain the performance times including door open & close times, door dwell times, car speeds and floor to floor times. In addition to the performance times, the Contractor shall maintain a smooth quiet ride for each unit.

c. Lubrication: The Contractor shall lubricate all machinery and equipment with materials recommended by the manufacturer of the specific machinery and equipment.

5. ELEVATORS IN OPERATION

During the term of this agreement the Authority expects new elevators to be added as shown on the Bid Summary Sheet (these dates are estimates only and are subject to change). The Authority will notify the Contractor of the desire to add elevators in writing. The Contractor will only be paid for the elevators that are actively being maintained.

6. TESTING

The Contractor shall test the fire recall system on an **annual** basis to ensure proper operation. The Contractor shall conduct all safety tests as required by National, State and/or Local codes as part of the monthly inspections.

7. REPORTING

The Contractor shall submit **quarterly** reports to the Authority Designee summarizing the current condition of the services performed, of each elevator and dumbwaiter and all other pertinent information such as preventative and safety maintenance schedule and for each repair completed by location and date.

8. PROVISIONS FOR PAYMENTS

Invoices shall be submitted for payment to the Authority Designee on an equal monthly payment schedule for the term of the contract, which must show date, elevator and dumbwaiters location and

repair parts will be billed at contractors cost plus 10%. The contractor must submit original invoice showing cost of part, if invoice is not submitted, payment shall not be submitted to accounts payable.

9. OTHER WORK AS DIRECTED BY THE AUTHORITY

The Authority may also direct the Contractor to provide services other than those included in the Service Agreement. Hourly Rate and Repair Parts apply to such work. The Contractor shall bill the Authority based upon the following terms:

a. **Regular Hourly Rate:** Labor Rate for work performed during Garden State Parkway and New Jersey Turnpike regular working hours including all mileage and tolls. The Hourly Rate is for actual working time, traveling time is not permitted.

b. **Emergency Hourly Rate:** Labor Rate for work performed outside the Garden State Parkway and New Jersey Turnpike regular working hours including all mileage and tolls. The Hourly Rate is for actual working time, traveling time is not permitted.

c. **Repair Parts:** Repair parts will be billed at the Contractor's cost plus **10%**. The Contractor shall submit, as backup information, a copy of the original purchase invoice(s) as proof of cost for parts. This must accompany the job invoice in order for the Authority to process payment for services performed. If no purchase invoice is available for proof of cost for repair parts, the Authority may verify current market value and if necessary, alter the payment invoice to reflect market price.

10. TRAFFIC, TOLLS AND SAFETY

Toll Free passes will not be issued to the Contractor. All mileage, costs and tolls are the responsibility of the Contractor and are not reimbursable. Contractor vehicles will not be permitted to use Z-turns, median U-turns, grade separated U-turns or make U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns will be subject to a summons by the State Police. Access to the work site in this Contract may be via Authority interchanges by means of revenue toll tickets or via local streets. If access is via the Authority's roadway, egress must also be via the Authority's roadway. If access is via local streets, egress must also be via local streets. Exiting the Authority's roadways via an access gate, as at Service Areas or Maintenance Facilities, constitutes an evasion of tolls and is prohibited by Authority regulations, NJAC 19:-1.19.

11. PERSONNEL AND VEHICLES

All personnel servicing this Contract shall be neat in appearance.

Contractor vehicles shall be marked in a prominent location with the company name such that it will be recognizable to the State Police who patrol the Authority's facilities.

APPENDIX A

Turnpike and Parkway Locations:

1. District 8 Maintenance Yard, GSP MP 164 South, Paramus

One (1) Passenger Elevator (Hydraulic)

2. District 7 Maintenance Yard, GSP MP 156 North, Clifton

One (1) Passenger Elevator (Hydraulic)

3. Bloomfield State Police, GSP MP 153 North, Bloomfield

One (1) Passenger Elevator (Hydraulic)

4. District 6 Maintenance Yard, GSP MP 137.8 South, Clark

One (1) Passenger Elevator (Hydraulic)

5. Traffic Management Center, King Georges Rd., Woodbridge

Four (4) Passenger Elevators
(#1 Cable, #2 Hydraulic, #3 Hydraulic, #4 Hydraulic)

6. Raritan North Tolls, GSP MP 125.3 North, Sayreville

One (1) Passenger Elevator (Hydraulic)

7. Raritan South Tolls, GSP MP 125.4 South, Sayreville

One (1) Dumbwaiter (Cable)

8. District 5 Maintenance Yard, GSP MP 116 South, Holmdel

One (1) Passenger Elevator (Hydraulic)

9. Holmdel State Police, GSP MP 116 South, Holmdel

One (1) Passenger Elevator (Hydraulic)

10. District 4 Maintenance Yard, GSP MP 94.3 South, Brick

One (1) Passenger Elevator (Hydraulic)

11. Lakewood Tolls, GSP MP 90.0 North & MP 90.0 South, Lakewood

Two (2) Dumbwaiters (Cable)

12. Berkeley Tolls, GSP MP 77.5 North & MP 78.4 South, Berkeley Twp.

Two (2) Dumbwaiters (Cable)

13. Waretown Tolls, GSP MP 70.4 North & MP 70.4 South, Lacey Twp.

Two (2) Dumbwaiters (Cable)

14. District 3 Maintenance Yard, GSP MP 67.7 North, Barnegat

One (1) Passenger Elevator (Hydraulic)

15. Galloway State Police, GSP MP 41.6 South, Galloway

One (1) Passenger Elevator (Hydraulic)

16. District 2 Maintenance Yard, GSP MP 41.1 South, Absecon

One (1) Passenger Elevator (Hydraulic)

17. District 1 Maintenance Yard, GSP MP 13.8 South, Swainton

One (1) Passenger Elevator (Hydraulic)

18. Authority's HQ Building, 1 Turnpike Plaza, Woodbridge
Five (5) Passenger Elevators (Traction/Drum)

19. District 8 Maintenance Yard, TPK MP 111.5 South, Secaucus

One (1) Passenger Elevator (Hydraulic)

20. Newark State Police, TPK MP 104.7 South, Newark

One (1) Passenger Elevator (Hydraulic)

21. Interchange 14 Utility Building, TPK MP 104.7 South, Newark

One (1) Passenger Elevator (Hydraulic)

22. District 6 Maintenance Yard, TPK MP 100.4 North, Elizabeth

One (1) Passenger Elevator (Hydraulic)

23. Central Services, TPK MP 90.0 North, Woodbridge

One (1) Passenger Elevator (Hydraulic)

24. Administration Building, TPK MP 83.4 South, New Brunswick

One (1) Passenger Elevator (Electric) and Two (2) Dumbwaiters (Cable)

25. District 5 Maintenance Yard, TPK MP 80.7 South, Milltown

One (1) Passenger Elevator (Hydraulic)

26. Law Enforcement Center, TPK MP 71.4 South, Cranbury

One (1) Passenger Elevator (Hydraulic)

27. District 4 Maintenance Yard, TPK MP 67.6 South, Hightstown

One (1) Passenger Elevator (Hydraulic)

28. District 3 Maintenance Yard, TPK MP 56.5 North, Crosswicks

One (1) Passenger Elevator (Hydraulic)

29. District 2 Maintenance Yard, TPK MP 37.1 North, Mt. Laurel

One (1) Passenger Elevator (Hydraulic)

30. Moorestown State Police, TPK MP 37.1 North, Mt. Laurel

One (1) Passenger Elevator (Hydraulic)

31. District 1 Maintenance Yard, TPK MP 13.2 North, Woolwich Twp.

One (1) Passenger Elevator (Hydraulic)

32. Interchange 1 Toll Plaza, TPK MP 2.6, Deepwater

Three (3) Passenger Elevators (Hydraulic)

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM # 134733

PROPOSAL TITLE: SAFETY INSPECTIONS AND ROUTINE MAINTENANCE FOR ELEVATORS AND DUMBWAITERS

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

Name of Company_____
Reason you did not respond (Check all that apply)

_____ Cannot supply product or service

_____ Cannot meet technical specifications

_____ Cannot meet delivery specifications

_____ Cannot meet legal requirements
(i.e. Bid/performance/security/insurance, etc.)

_____ Cannot provide a competitive price at this time

_____ Interested in receiving specifications for informational purposes only

_____ Insufficient lead time to respond

_____ Other :(please be specific) _____
_____
_____

Do you wish to remain on our mailing list?

_____Yes _____No

Additional comments: _____
_____
_____

Signed :(optional)_____

Company:_____

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

Delivery Date Exception _____

Warranty Date Exception_____

Vendor's Name_____

Signature of Vendor Responsible Officer_____

Date_____

NEW JERSEY TURNPIKE AUTHORITY

P.O. Box 5042
Woodbridge, New Jersey 07095
or
1 Turnpike Plaza
Woodbridge, New Jersey 07095
Tel. – 732-750-5300
Fax – 732-750-5399

INSTRUCTIONS TO BIDDERS

PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING YOUR BID

AW/JP - 8/17

TABLE OF CONTENTS

Section No.			Page:
I	Definitions		3
II	State Laws Requiring Mandatory Compliance By All Bidders		3
	A.	Division of Revenue Registration	3
	B.	Equal Employment Opportunity Compliance	4
	C.	Ownership Disclosure Form	4
	D.	Political Contributions Compliance	5
	E.	Prevailing Wage Act	5
	F.	Public Works Contractor Registration Act	5
	G.	Foreign Corporation	6
	H.	Small Business Enterprises	6
	I.	Code of Ethics	6
	J	Vendor location Disclosure	7
	J-1	Disclosure of Investment Activities in Iran	7
	K.	Set-Off for Outstanding Tax Liability	7
	L.	MSDS Requirements	8
	M.	Labeling Requirements	8
	N.	VOC Requirements	8
	O.	Compliance with State and Federal Laws	8
	P.	Safety & Health Requirements	8
	Q.	Choice of Law	8
III	Bid Preparation		
	A.	Bid Submission	9
	B.	Corrections	9
	C.	Bid Prices	9
	D.	Payment Term	9
	E.	Alternates	9
IV	Bidder Guarantees and Miscellaneous Contract Requirements		
	A.	Warranty	10
	B.	Bid Security	10
	C.	Contract Bond	10
	D.	Electronic Payment	10
	E.	Non-Collusion	11
V	Insurance and Indemnification		
	A.	Insurance	12
	B.	Indemnification	14
	C.	Patent Indemnification	14

VI Delivery Requirements

A.	**Delivery Date**	**14**
B.	**F.O.B.**	**14**
C.	**Delivery**	**15**

VII Other Terms and Conditions

A.	**Contract Period**	**15**
B.	**Extension Option**	**15**
C.	**Termination of Contract**	**15**
D.	**Scope**	**16**
E.	**Bidders Facilities**	**16**
F.	**Testing**	**16**
G.	**Inspection**	**16**
H.	**Awards**	**17**
I.	**Notice To Vendors and Authority Departments**	**17**
J	**Right To Audit**	**17**
K.	**Taxes**	**17**
L.	**Transfer of Business**	**17**
M.	**Interagency Cooperative Purchasing**	**18**
N.	**Contract Changes**	**18**
O.	**Subcontracting or Assignment**	**18**
P.	**Rejection of Bids**	**18**

EXHIBITS

A.	**Mandatory Equal Employment Opportunity Language**	**19**
B.	**Affirmative Action Information Sheet**	**21**
C.	**Ownership Disclosure Form**	**22**
D.	**State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117**	**26**
E.	**NJ Election Law Enforcement Commission Requirement For Disclosure of Political Contributions**	**29**
F.	**Small/Minority/Woman Owned Business Enterprise**	**30**
G.	**Vendor Disclosure Form EO 129**	**31**
G-1	**Iran Disclosure**	**32**
H.	**Notice to All Bidders Set-Off for State Tax**	**34**
I.	**Letter of Surety**	**35**
J.	**Proposal Bond**	**37**
K.	**Contract Bond**	**39**
L.	**Insurance Waiver**	**41**
M.	**Instruction and Agreement for Direct Payments (ACH)**	**42**

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS
STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

a. "Authority" shall mean the New Jersey Turnpike Authority.

b. "Bidder" shall mean any potential vendor submitting a response to an RFB issued by the Authority.

c. "Contract" shall mean the RFB (including these Standard Terms and Conditions), the response thereto submitted by the bidder, and the Authority's Notice of Award.

d. "Director" shall mean the Director of Procurement & Materials Management Department of the Authority.

e. "Vendor" shall mean the successful bidder who is awarded the contract at issue.

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

B. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE - Bidders must agree not to discriminate in employment and are required to comply with all applicable anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127. The mandatory language required by P.L. 1975, c. 127, as set forth in Exhibit A, shall be deemed a material term of any and all contracts, purchase agreements, and purchase orders entered into by the Authority. Bidders must acknowledge their agreement with the terms set forth in Exhibit A by signing where indicated and returning the exhibit with the bid. In addition, Bidders must affirmatively demonstrate compliance with P.L. 1975, c. 127 by submitting with the bid the completed Affirmative Action Information Sheet, set forth in Exhibit B, and any required attachments.

1) Anti-discrimination provision required by N.J.S.A. 10:2-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.

2) 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.

3) 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

4) 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.

C. OWNERSHIP DISCLOSURE FORM-Bidders who are corporations or partnerships must comply with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, by completing the Ownership Disclosure Form, set forth in Exhibit C, and submitting it with the bid. Failure to do so shall result in rejection of the bid.

D. POLITICAL CONTRIBUTIONS COMPLIANCE-To be eligible for an award, bidders must comply with the requirements of P.L. 2005, c. 51, N.J. S.A. 19:44A-20.13 et seq., and with the requirements of Executive Order 117 (Corzine). No award may be made to a bidder who has not complied with these laws regarding political contributions. A more detailed explanation of these requirements is set forth in Exhibit D.

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

Bidders are advised of their responsibility to file annual disclosure statements on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3, if they receive contracts in excess of $50,000 from any public entity in a calendar year. It is the bidder's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Bidders must include with their bid a statement acknowledging this requirement, on the form set forth in Exhibit E.
Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

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

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

G. FOREIGN CORPORATION-If applicable, the bidder shall register as a "Foreign Corporation" with the Secretary of the State of New Jersey, designating a resident agent for the service of process. Foreign corporations must obtain a certificate of authority to do business in NJ pursuant to N.J.S.A. 14A:13-3. Written proof of such registration must be included with the bid submission.

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

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

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) The provisions cited 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 as stated above.

J. VENDOR LOCATION DISCLOSURE-Pursuant to N.J.S.A. 52:34-13.2, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. The statute requires all bidders to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Bidders must include with their bid a completed Vendor Disclosure Form, attached hereto as Exhibit G.

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

K. SET-OFF FOR OUTSTANDING TAX LIABILITY-Bidders are advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, the State of New Jersey has the right to set-off any tax indebtedness from payments made under contracts with the Authority. The State's rights are explained in more detail in Exhibit H, attached. Bidders must include with their bid a signed copy of Exhibit H acknowledging that they have received notice of the State's right of set-off.

L. MSDS REQUIREMENTS-Any vendor, supplier, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer's most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to N.J.A.C. 8:59-2.2(i).

M. LABELING REQUIREMENTS-Any vendor, supplier or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, N.J.S.A. 34:5A-1 et seq., or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.

N. VOC REQUIREMENTS-Any architectural coating, as defined by N.J.A.C. 7:27-23.2, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection's Volatile Organic Compounds in Consumer Products (VCC) regulations, N.J.A.C. 7:27-23.1 et seq.

O. COMPLIANCE WITH STATE AND FEDERAL LAWS-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.

P. SAFETY & HEALTH REQUIREMENTS-The goods, services and/or equipment provided through the contract at issue shall be so designed and installed to meet all applicable federal and state safety and health regulations and national consensus standards including, but not limited to US DOL-OSHA, NJ LWD-PEOSHA, NFPA and ANSI standards

Q. CHOICE OF LAW-It is agreed and understood that any contract entered into and/or purchase orders placed as a result of any RFB issued by the Authority shall be governed and construed and the rights and obligations of the parties thereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

III. BID PREPARATION

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

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

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

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

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

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

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

IV. BIDDER GUARANTEES AND MISCELLANEOUS CONTRACT REQUIREMENTS

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

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

B. BID SECURITY-Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to insure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.

C. CONTRACT BOND-The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.

D. ELECTRONIC PAYMENT - With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically and invoices should be emailed to; invoicefb@turnpike.state.nj.us. In order to receive your payments via automatic deposit from the Authority, complete and return the "Authorization Agreement for Direct Payments (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located in the Instruction to Bidders on the Authority's website http://www.state.nj.us/turnpike/purchasing.html. The completed form along with the required voided check or bank letter should be emailed to achvendor@turnpike.state.nj.us.

E. NON-COLLUSION-. The bidder's signature on its bid is its guarantee that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the referenced contract; and that all statements contained in the bid and any additional statements requested by the Authority are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained therein in awarding the contract.

The bidder's signature on its bid is its guarantee, in accordance with N.J.S.A. 52:34-15, that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

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

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

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

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

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

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

4. **Certificate and Endorsement Requirements**
   Each of the above required policies shall contain the endorsements as stated below:

   (a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.

   (b) All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.

   (c) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

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

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

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

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

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

VI. DELIVERY REQUIREMENTS

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

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

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

C. DELIVERY-Upon award of the contract:

1. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions stated in the RFB.

2. Deliveries may be set on a scheduled basis as arranged between the Authority and the vendor. It shall be the responsibility of the vendor to maintain an adequate supply stock.

3. The vendor will be responsible, at the point of delivery, for the delivery of material in such quality and condition as required by Paragraph IV.A. hereof and in accordance with good commercial practice.

4. Items delivered must be strictly in accordance with those bid upon.

5. As applicable, bidders must state in the space provided on the RFB/bid solicitation documents the number of days required to make delivery after notification to ship.

6. In the event delivery is not made within the number of days stipulated, the Authority may purchase the required material from any available source. The difference in price, if any, will be paid by the vendor failing to meet its commitments.

VII. OTHER TERMS AND CONDITIONS

A. CONTRACT PERIOD- Except as otherwise stated in the RFB, the term of the contract shall be for one (1) year, with the option to extend for two (2) one-year options, at the Authority's discretion, and with vendor's concurrence.

B. EXTENSION OPTION-If, in the opinion of the Director, it is in the best interest of the Authority to extend any contract beyond the original term, for a period of all or any part of a year, the vendor will be so notified of the Director's intent, prior to the expiration date of the existing contract. The Authority reserves the right to make up to two extensions of this contract for not more than one year each. If the extension is acceptable to the Authority at the original prices and on the original terms, notice will be given to the vendor by the Director in writing. If the original contract required a Contract Bond, a new Contract Bond must be submitted to cover the period of the extension. The same insurance requirements will be required for each extension period.

C. TERMINATION OF CONTRACT-The contract awarded may be terminated by the Authority at any time for inadequate or improper performance, or for breach of any terms, conditions, or obligations of the contract by the vendor, as determined by the Authority, or if the vendor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the vendor and the act of bankruptcy therein alleged is not denied by the vendor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate any contract for any reason provided written notice has been given by the Director to the vendor at least thirty (30) days prior to such proposed termination date.

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

D. SCOPE-The total quantities of any contract are estimated. There is no guarantee of any minimum quantity. It is understood and agreed that contract prices shall cover the quantities actually required and ordered by the Authority during the term of the contract, whether more or less than the approximate quantity stated.

E. BIDDERS FACILITIES-The Authority reserves the right to inspect the bidder's establishment before making an award.

F. TESTING-The Authority reserves the right to have the material tested prior to the award and during the contract by an independent testing laboratory, to determine if the material meets the specifications of the RFB. If required for testing purposes, the low bidder shall submit a reasonable quantity of the product as samples. If these samples prove satisfactory, the contract shall be awarded. If they do not prove satisfactory, a test shall be made of the next low bidder's sample, until satisfactory products are found to meet requirements. Should the laboratory find that any shipment does not meet specifications, the Authority shall have the right to reject same.

G. INSPECTION- All work done and supplies furnished shall be subject to inspection, testing and rejection by the Authority, or its representatives, at all times and places, both during manufacture and at destination. After award of the contract, should the result of any test or inspections show that the material supplied fails to meet the requirements of the Authority, the material shall be rejected and immediately replaced by the vendor. Rejected supplies or materials will be returned at the vendor's risk, and all inspection, handling and transportation charges to and from the Authority's delivery site will be assumed by the vendor. The vendor shall bear any and all expenses resulting from delay caused by failure to meet test or inspection standards. Should the Authority for any reason decide to accept any shipment which fails to meet specifications, the Authority may make an appropriate price adjustment with regard to same.

H. AWARDS-Comparison of bids will be based on the total price stated in the bid and an award will be based on the total price, terms and delivery date given by the bidder. If the total price is found to have been incorrectly computed, discrepancies will be corrected by the Authority on the basis of the unit prices and a determination of the low bidder will be made on the basis of the corrected total price. The Authority shall not be liable for any failure on its part to detect or correct errors, and the Authority's action in connection therewith shall not give rise to any rights to the bidder.

I. NOTICE TO VENDORS AND AUTHORITY DEPARTMENTS-The Authority is authorized to order, and vendors are authorized to ship only those items covered by the contract. If a review of orders placed by the Authority reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned regardless of the time elapsed between the date of delivery and discovery of the violation. A full refund to the Authority by the vendor will be required.

J RIGHT TO AUDIT-Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least five (5) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.

1. In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy N.J.A.C. 17:44-2.2 - The vendor 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 OSC upon request.

K. TAXES-The Authority is exempt from Federal Excise Tax, New Jersey State Sales and Use Tax and other tax as applicable.

L. TRANSFER OF BUSINESS-It is understood by all parties that, if, during the term of the contract, the vendor disposes of its business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser.

M. INTERAGENCY COOPERATIVE PURCHASING-Pursuant to P.L. 1999, c. 440, vendors may receive inquiries by the entities listed below, with respect to extending this contract to them based upon the same prices, terms and conditions:

South Jersey Transportation Authority
New Jersey Sports & Exposition Authority
New Jersey Meadowlands Commission
New Jersey Water Supply Authority
Port Authority of New York & New Jersey
Delaware River Port Authority
Higher Education Student Assistance Authority

N. CONTRACT CHANGES-During the term of contract, no change will be permitted in any of its conditions and specifications unless the vendor receives written approval from the Director.

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

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

P. REJECTION OF BIDS-Failure to comply with mandatory requirements of the bid shall be considered grounds for rejection. The Authority retains the right to reject any or all bids, to waive informalities and minor irregularities and to rebid the entire contract.

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.

C. The Contractor or Subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

E. The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. In conforming with the targeted employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

i. LETTER OF FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL
ii. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
iii. EMPLOYEE INFORMATION REPORT FORM AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

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

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

   YES____ NO_____

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

(OR)

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

   YES____ NO_____

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

(OR)

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

   YES____ NO_____

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

   If you are the successful Proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with a copy returned to the Authority's Procurement and Materials Management Department.

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

Signed_____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address_____

Telephone Number _____ Fax Number_____

EXHIBIT C
OWNERSHIP DISCLOSURE FORM

BID SOLICITATION: _____BIDDER/PROPOSER: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE NEW JERSEY TURNPIKE AUTHORITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE BIDDER/PROPOSER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Bidder/Proposer?

   YES ☐ NO ☐

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.

2. Of those parties owning a 10% or greater interest in the Bidder/Proposer, are any of those parties individuals?

   YES ☐ NO ☐

3. Of those parties owning a 10% or greater interest in the Bidder/Proposer, are any of those parties **corporations, partnerships, or limited liability companies?**

   YES ☐ NO ☐

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?

   YES ☐ NO ☐

IF ANY OF THE ANSWERS TO QUESTIONS 2-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS "YES".

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 Bidder/Proposer. 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.

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**_____

Attach Additional Sheets if Necessary.

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**_____

Attach Additional Sheets if Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Bidder/Proposer 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 number(s) 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 Bidder/Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the New Jersey Turnpike Authority is relying on the information contained herein, and that the Bidder/Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the New Jersey Turnpike Authority to notify the New Jersey Turnpike Authority 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 New Jersey Turnpike Authority, permitting the New Jersey Turnpike Authority to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Signature Date

_____

Print Name and Title

_____

FEIN/SSN

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

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

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

DEFINITIONS

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

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

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

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

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

(i) make or solicit a contribution in violation of Chapter 51 or EO117;
(ii) knowingly conceal or misrepresent a contribution given or received;
(iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
(iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
(v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
(vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
(vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
(viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE:_____

Print Name and Title:_____

Bidder :_____

Date:_____

EXHIBIT F
SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

SBE CATEGORY 1	$0- $500,000	_____
SBE CATEGORY 2	$500,001 thru $5,000,000	_____
SBE CATEGORY 3	$5,000,001 thru $12,000,000	_____

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____

COMPANY_____

SIGNATURE _____

NAME_____

TITLE _____

DATE_____

EXHIBIT G
VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129

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

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

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

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

Contractor Name:_____

Address: _____

Country:_____

Subcontractor #1 Name:_____

Address: _____

Country:_____

Subcontractor #2 Name:_____

Address: _____

Country:_____

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

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

Signature:_____

Print Name:_____ Title: _____

EXHIBIT G-1
NEW JERSEY TURNPIKE AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name_____Relationship to Contractor/Bidder _____

Description of Activities

_____

_____

Duration of Engagement_____Anticipated Cessation Date_____

Contractor/Bidder Contact Name_____Contact Phone Number_____

CERTIFICATION

MUST BE SIGNED BY BIDDER

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

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

TITLE:

_____DATE:_____

EXHIBIT H
NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice of the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184, N.J.S.A. 52:32-32 et seq. to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY_____

SIGNATURE _____

NAME_____

TITLE _____

DATE_____

EXHIBIT I

LETTER OF SURETY

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

_____as PRINCIPAL: and

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

Signed, this_____day of_____A.D.

Two Thousand and_____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

_____

_____

WITNESS OR ATTEST:

_____

_____ _____

Principal

[Corporate Seal]

_____

_____

WITNESS OR ATTEST:

_____

_____ _____

Surety

EXHIBIT J

PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this_____day of_____A.D.

Two Thousand and_____.

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

NOW, THEREFORE,

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

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

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

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

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

_____
[Corporate Seal]

_____

WITNESS OR ATTEST

_____

_____

_____
Principal

_____
[Corporate Seal]

_____

WITNESS OR ATTEST:

_____

_____

_____
Surety

EXHIBIT K
CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

Duly organized under the Laws of the_____
(An individual, a partnership, a corporation)

State of _____ and having a usual place of _____

_____ at _____as

Principal, and _____a

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

_____, as Surety, are holden and stand firmly

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

_____lawful money of the United States of America, to and for the

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

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

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

the Obligee, New Jersey Turnpike Authority generally described as follows: _____ _____ which said contract is made part of this Bond the same as though set forth herein.

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

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

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

this _____ day of _____ in the year 200_____.

_____

_____

WITNESS OR ATTEST _____

_____ _____

PRINCIPAL

[CORPORATE SEAL]

_____

_____

WITNESS OR ATTEST: _____

_____ _____

SURETY

[CORPORATE SEAL]

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

Purchase Requisition #_____

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

_____
The Company (insert name of Company)

By: _____
(print and sign name)

_____
Title

_____
Date

$2MM WAIVER

EXHIBIT M

INSTRUCTIONS FOR DIRECT PAYMENTS (ACH CREDITS)

PLEASE PRINT ALL ENTRIES (except for signature)

COMPANY NAME – Enter your company's name as registered with the New Jersey Turnpike Authority

NJTA VENDOR ID NUMBER – Enter the number assigned to your company by the New Jersey Turnpike Authority*

TELEPHONE NUMBER - Enter your telephone number, including area code

EMAIL ADDRESS - Enter your email address. You will receive detailed notification of ACH payment

DEPOSITORY NAME – Enter the name of your depository bank/financial institution

BRANCH - Enter the name of your bank's branch office/location

CITY/STATE/ZIP CODE – Enter your bank's address

ROUTING NUMBER (DFI ID) – Enter your bank's routing number. This is your bank's nine position American Banking Association number, also known as the bank transit code

ACCOUNT NUMBER – Enter your checking or savings account number. This is a variable length field

NAME AND TITLE– Enter the name and title of the person who has the authority to accept ACH payment as an alternative to receiving check payment for your company

AUTHORIZED SIGNATORY – Enter your signature

If you require assistance, please call Toni Hoffman at (732) 750-5300, ext. 8080 or email her at achvendor@turnpike.state.nj.us

Following completion, forward the form (attached with the required **original** voided check or bank letter) to: New Jersey Turnpike Authority, ATTN: Accounts Payable, Finance Department/AP, PO Box 5042, Woodbridge, NJ 07095-5042 **or** you may scan and email the completed form (with the required **original** voided check or bank letter) to achvendor@turnpike.state.nj.us

New Jersey Turnpike Authority
ATTN: Accounts Payable, Finance Department
PO Box 5042
Woodbridge, NJ 07095-5042

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____NJTA Vendor ID #_____

Telephone Number_____Email Address_____

I (we) hereby authorize New Jersey Turnpike Authority (NJTA) to initiate ACH credit entries to my (our) □ Checking Account / □ Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY.

I (we) acknowledge that that origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____Branch _____

City _____State _____Zip _____

Routing Number (DFI ID)_____ Account Number _____

This authorization is to remain in full force and effect until New Jersey Turnpike Authority (NJTA) has received written notification from me (or either of us) of its termination in such time and in such manner so as to afford New Jersey Turnpike Authority and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____Title _____

(please print)

Date _____Authorized Signatory_____

PLEASE INCLUDE AN ORIGINAL VOIDED CHECK OR BANK LETTER WITH THIS FORM

For NJTA use only:

Received by:_____ Date:_____

Revised JP 04//2016