

**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 Ext. 8640

**REQUEST FOR BID**

TITLE: **“VES” VIOLATION ENFORCEMENT CAMERA SYSTEM**

BID NO: **RM # 141714**

DUE DATE: **7-3-18**

TIME: **11:30 AM**

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

**BIDDER INFORMATION (PLEASE PRINT)**

\_\_\_\_\_  
NAME OF BIDDING ENTITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
REPRESENTATIVE TO CONTACT-NAME & TITLE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

\_\_\_\_\_  
FAX NO

## **SECTION I**

### **A. INTRODUCTION**

The New Jersey Turnpike Authority (the “Authority” or “NJTA”) 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 for Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. **LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED.** A public Bid Opening will take place at the New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095.
2. **The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications on the exception form attached.
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. **An Optional Site Visit will be conducted on Monday June 18, 2018 at 10:00 am to allow prospective vendors an opportunity to inspect a sample of toll lanes at the Toms River Toll Plaza on the Garden State Parkway located at MM 84.7 NB. Please notify John Parmigiani by 4:30 pm on Friday, June 15, 2018 at 732-750-5300 Ext. 8632 or by email; [jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@turnpike.state.nj.us) in the “PMM” Procurement and Materials and Management Department” with the number of attendees.**
6. **INQUIRIES: BIDDERS ARE PERMITTED TO SUBMIT TYPE-WRITTEN INQUIRIES REGARDING THIS RFB. GIVEN THE COMPLEXITIES OF THE TECHNICAL SPECIFICATIONS, BIDDERS ARE ENCOURAGED TO SCRUTINIZE THE RFB WITH RESPECT TO AMBIGUITIES AND INCONSISTENCIES AND REQUEST CLARIFICATIONS FROM THE AUTHORITY ON THE VES CAMERA SYSTEM REPLACEMENT PROJECT. INQUIRIES SHOULD BE DIRECTED TO THE BUYER VIA EMAIL: JOHN PARMIGIANI AT [JPARMIGIANI@TURNPIKE.STATE.NJ.US](mailto:jparmigiani@turnpike.state.nj.us). THE INQUIRIES SHOULD BE SUBMITTED IN NUMERIC ORDER BASED ON THE RFB SECTIONS AND BIDDERS SHOULD STATE THE SECTION HEADINGS AND PAGE NUMBERS OF THE INQUIRIES.**  
**AUTHORITY STAFF WILL ISSUE ANSWERS TO THE INQUIRIES VIA EMAIL TO ALL POTENTIAL BIDDERS AND POST SAID ANSWERS ON THE AUTHORITY’S WEBSITE.**  
**THE INQUIRY DEADLINE IS 4:30 PM E.T., JUNE 20 2018. NO INQUIRIES WILL BE ENTERTAINED AFTER THAT TIME AND DATE. THE AUTHORITY PLANS TO ISSUE THE ANSWERS BY JUNE 26 2018. ADDENDA WILL BE ISSUED IF THERE ARE CHANGES TO THE SPECIFICATIONS RESULTING FROM THE INQUIRY PROCESS.**
7. **IF CHECKED, THIS RFB REQUIRES THE FOLLOWING MANDATORY DOCUMENT(S). FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE BID.**

(a) Bid Bond, Letter of Surety or a Cashier’s Check for 10% of the amount Bid	<input checked="" type="checkbox"/>
(b) Ownership Disclosure Statement	<input checked="" type="checkbox"/>
(c) Disclosure of Investment Activities in Iran	<input checked="" type="checkbox"/>
(d) Vendor Disclosure Form	<input checked="" type="checkbox"/>
8. **TO FACILITATE THE CONTRACT AWARD PROCESS, THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH THE BID. IN THE EVENT THE DOCUMENTS ARE NOT SUBMITTED WITH THE BID, THEY SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.**

(a) Certification of Registration with the Secretary of State (only if non-NJ corporation)	<input checked="" type="checkbox"/>
(b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)	<input checked="" type="checkbox"/>
(c) SBE/WBE/MBE Certificates and Form	<input checked="" type="checkbox"/>
(d) Additional Bid Requirements— <u>See</u> Page # 29	<input checked="" type="checkbox"/>

**SEE THE AUTHORITY'S INSTRUCTION TO BIDDERS (ATTACHED) FOR A COMPLETE LIST OF THE AUTHORITY'S STANDARD CONTRACT TERMS AND CONDITIONS, AS WELL AS OTHER FORMS THAT ARE REQUIRED PRIOR TO THE AWARD OF CONTRACT(S).**

**9. THE RECOMMENDED LOW BIDDER(S) MUST SUBMIT THE FOLLOWING CHECKED DOCUMENTS PRIOR TO CONTRACT AWARD.**

- (a) Mandatory Equal Employment Opportunity Language ☒
- (b) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
- (c) State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117 ☒
- (e) Notice to All Bidders of Set-Off for State Tax ☒
- (f) Insurance Certificate ☒
- (g) State of New Jersey Division of Business Registration Certificate ☒
- (h) Instruction and agreement for Direct Payment (ACH) ☒

**10. Bidder must sign the Bid ☒**

**11. Bid Schedule**

Optional Site Visit..... June 18, 2018  
Inquiries Due by..... June 20, 2018  
Bid Opening.....July 3, 2018  
Tentative Pre-Testing of Sample Cameras.....Upon Receipt of Test Cameras  
Tentative Commission Approval.....September 25, 2018

## SECTION II

### **A. INTENTION**

1. **Sealed Bids (Paper Submission Only)** for RM # 141714 must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a Purchase Order/ “NOA” for the procurement of **“VES” VIOLATION ENFORCEMENT CAMERA SYSTEM.**
4. Items purchased under this contract will be delivered as directed by the Authority. The anticipated procurement quantities for the “VES” **Standard Resolution Camera System** is approximately 285 and the anticipated procurement quantities for the “VES” **High Resolution Camera System** is approximately 65 within the 2-year contract term. The Authority may procure approximately 10 spare illuminators.
5. The term of the contract shall be for “two years with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact John Parmigiani with any questions regarding this procurement contract at 732-750-5300 X 8632 or [jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@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 in the form of an addendum shall be issued at least three (3) days prior to the bid opening by the Director of PMM to Bidders who have obtained the Bid Documents in accordance with *N.J.A.C. 19:9-2.2(a)(3)*. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Please contact John Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 or [jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@turnpike.state.nj.us)
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.
5. The Bidder shall not attach conditions, limitations or provisos to its Bid.
6. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the RFB 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 Form 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(s).
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. **Award will be made to the lowest responsible and responsive bidder for the total line items Bid.**

### **D. MISCELLANEOUS**

1. Anticipated Delivery Date:\_\_\_\_\_
2. **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.njta.com/doing-business/goods-and-services>**
3. Contract Bond: The successful bidder will be required upon award, to provide a contract bond in an amount of: **20 % of the Contract amount.**
4. **An Optional Site Visit will be conducted on Monday June 18, 2018 at 10:00 am to allow prospective vendors an opportunity to inspect a sample of toll lanes at the Toms River Toll Plaza on the Garden State Parkway located at MM 84.7 NB.** During the site visit vendors will be escorted by the Authority designee and will be allowed to view the equipment layout, lane geometry and physical setup of the lane. Vendors will be required to wear a Class 3 safety vest during the site visit. The ORT lane observation will only be allowed from the side of the road behind barrier.

Please notify John Parmigiani by 4:30 pm on Friday, June 15, 2018 at 732-750-5300 Ext. 8632 or by email; [jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@turnpike.state.nj.us) in the "PMM" Procurement and Materials and Management Department" with the number of attendees.

**BID QUOTATION SHEET**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	285	EA	VES STANDARD RESOLUTION CAMERA SYSTEM PER SPECIFICATIONS	\$	\$
2	65	EA	VES HIGH RESOLUTION CAMERA SYSTEM PER SPECIFICATIONS	\$	\$
3	10	EA	ILLUMINATORS	\$	\$

TOTAL FOR LINES 1 THROUGH 3 = \$ \_\_\_\_\_

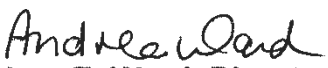
**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO:**

John Parmigiani  
[jparmigiani@turnpike.state.nj.us](mailto:jparmigiani@turnpike.state.nj.us)

**PURSUANT TO N.J.A.C. 19:9-2.2 (a)(3), Addenda will be distributed and posted on the Authority's website at least three days prior to the bid opening.**

**NEW JERSEY TURNPIKE AUTHORITY**

**Very truly yours,**

  
**Andrea E. Ward, Director  
Purchasing Department**

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

**PLEASE LIST YOUR OVERALL PERCENTAGE DISCOUNT  
FOR  
ANY ADDITIONAL ITEMS NOT LISTED**

**PERCENTAGE DISCOUNT**

PLEASE LIST A DISCOUNT OFF ANY AND ALL MANUFACTURERS LIST PRICE FOR ANY AND ALL MISCELLANEOUS PARTS OR SERVICES NOT LISTED IN THIS BID. THE DISCOUNT WILL BE GIVEN BY THE AWARDED BIDDER TO ANY AND ALL OTHER ITEMS OR SERVICES PURCHASED BY THE AUTHORITY UNDER THIS CONTRACT. IF BIDDING ZERO, PLEASE MARK AS SUCH.

\_\_\_\_\_ %

**EXAMPLE OF PERCENTAGE DISCOUNT BOX ABOVE**

PLEASE LIST A DISCOUNT OFF ANY AND ALL MANUFACTURERS LIST PRICE FOR ANY AND ALL MISCELLANEOUS PARTS OR SERVICES NOT LISTED IN THIS BID. THE DISCOUNT WILL BE GIVEN BY THE AWARDED BIDDER TO ANY AND ALL OTHER ITEMS OR SERVICES PURCHASED BY THE AUTHORITY UNDER THIS CONTRACT. IF BIDDING ZERO, PLEASE MARK AS SUCH.

0 %

**THE PERCENTAGE DISCOUNT WILL  
NOT BE FACTORED INTO THE DECISION FOR AWARD.**

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



## **E. SIGNATURE PAGE**

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

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

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

☐ **CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

(All Addenda / Inquiries must be acknowledged as indicated above.)

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to *N.J.A.C. 19:9-2.12*. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
3. **OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

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

4. **AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

Bidder: \_\_\_\_\_

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

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

E-mail address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: # \_\_\_\_\_

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

### SECTION III

#### **NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: RM # 141714**

**PROPOSAL TITLE: "VES" VIOLATION ENFORCEMENT SYSTEM CAMERAS**  
**jparmigiani@turnpike.state.nj.us**

If you do not choose to respond to this Bid, please complete this form and email to John Parmigiani at:

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:** Bidders 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 Bidder proposes to substitute. Bidders 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.

[illegible]

**Delivery Date Exception** \_\_\_\_\_

**Warranty Date Exception**

**Vendor's Name** \_\_\_\_\_

**Signature of Vendor Responsible Officer**

**Date** \_\_\_\_\_

## **Notice Of 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 the majority of its public bids. Receipt of bids via the electronic format will be required for designated procurement contracts. For these contracts, notifications, including advertisement to bidders, will state bids that will **only** be received electronically. The mandatory electronic bidding on selected contracts will commence in the fall of 2017.

In those instances, where electronic bids are required, the bidder must submit the bids to **bidexpress.com**. It is recommended that all vendors become familiar with the process to prepare for the Authority contracts that require electronic submission. All electronic bidders must **register on bidexpress.com and create a Free “Digital ID”** to the vendor and may take up to five (5) business days to process and an additional 48 hours once approved by Bid Express before bid submittal, the Authority recommends that a Digital ID be processed in advance, should a Digital ID not be established at the time of bid submission, electronic submittal may not be possible.

In lieu of paying the overnight delivery costs, Bid Express charges a fee of \$25.00 on a pay-per solicitation basis. Alternatively, you can participate in Bid Express’ monthly subscription (\$50.00) program (nationally) for unlimited electronic bid submission to all entities that post solicitations on the **bidexpress.com** website which gets daily email notifications by your companies commodity codes. Furthermore, Bid Express provides alerts to errors and omissions and not being able to submit an incomplete or inaccurate bid. Bid Express also has an optional electronic bid bond submission program, which the bid express team can guide you along with assistance from your insurance carrier; this service shall verify accurate bid bond submittal.

**For additional information on electronic bidding and FAQs, go to the <https://bidexpress.com> or contact the Bid Express team toll free at (888) 352-2439 (select option 1).**

## SECTION IV TECHNICAL SPECIFICATIONS

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### **A. BACKGROUND**

The Authority is submitting this Request for Bid “RFB” to replace the Toll Lane Violation Enforcement System “VES” cameras on the Garden State Parkway and the New Jersey Turnpike collectively referred to herein as the “Roadways”. This process will standardize VES requirements and design for both conventional and Open Road Tolling “ORT” lanes, and will upgrade the non-supported, End of Life “EOL” cameras currently in use. The cameras referred to in this section are used in the “Roadways” conventional lanes (Wintriss OPSIS A1300 – EOL in 2008) and the Turnpike “TPK” “ORT” lanes (JAI VIS-CAM-200 series – EOL in 2012). The VES camera in use on the Garden State Parkway “GSP” “ORT” lanes (JAI VIS-CAM-400 series) is still a supported product, but will be replaced for standardization of equipment. Under this contract we expect to first replace all conventional lane VES camera systems on the GSP and the ORT VES lane camera systems on the “Roadways” starting in 2018. We expect to start replacing the VES camera systems in the conventional lanes on the TPK in 2019.

This specification document provides an overview of the Authority’s Toll Lane System, and defines the requirements (physical, operational, and software interface) for the VES camera systems the Authority is looking to deploy. The specifications also detail the process the Authority will use to determine the vendor’s bid/product for compliance of the RFB.

### **B. Authority Toll Lane System – Description of Operations**

The Authority operates 621 toll lanes, at 78 locations, on both Roadways. All lanes accept E-Z Pass Electronic Toll Collection “ETC” as a payment method. The operating modes of the lanes are dedicated E-Z Pass (conventional and ORT), Ticket Entry (TPK only), Manual Exit lanes, and Automatic Coin Machine “ACM” lanes. At this time the TPK Entry lane design does not include vehicle classification or violation enforcement.

The Information Technology Systems “ITS” Department has responsibility for the technical operation, maintenance, support, and performance of the Toll Collection System. The Toll Collection System is self-maintained and relies on Authority departments within the organization to monitor, install, debug and maintain equipment and infrastructure. The Authority does not use System Integrators for any maintenance, installation, or operational activities. A description of the ITS Department’s toll system responsibilities are as follows:

- Software Engineering – responsible for the development, test, deployment, and management of all software (code, processes, and drivers) used in the Toll Collection System, the operational integration of new equipment, and automated diagnostics and problem reporting.
- Facilities – responsible for meeting the infrastructure needs of the Toll Collection System. Tasks also include the identification, acquisition, and testing of replacement equipment along with engineering services for the installation and deployment of new equipment.
- Device Technicians – responsible for the maintenance and installation of all Toll Collection equipment and the performance of the system.

The ITS Department has a comprehensive process to identify new equipment and features that will improve and maintain the Toll Collection System. This process includes product research, consultations with other toll agencies, and consulting with industry experts. The Authority may acquire equipment that staff has identified as a suitable replacement for obsolete products. The process continues with Software Engineering and Hardware Engineering. Once we determine the bid/product will work in a test lab environment, the Authority will install in a production lane and evaluate to determine if it is an acceptable bid/product. This process allows us to determine beneficial features, develop installation and operational processes, assist with specification development, and plan for future technologies.

The Authority remains committed in identifying and deploying the best products for our Toll Collection system, providing excellent service to our patrons, and exercising fiscal responsibility.

### **C. Authority Toll Lane System – System Design and Layout**

The Authority's Toll Collection system is managed by the Lane Control Computer (LCC). This device uses a LINUX OS and operates the lane software code, which includes processes that control the Automatic Vehicle Classification (AVC) and Violation Enforcement (VES) sub-systems. One (1) LCC is used for each conventional toll lane; the ORT lanes use two (2) LCC systems (primary and backup) for multiple lanes at each location.

The Lane Electronics Cabinet (LEC) is located within 50' of the toll lane and is the interface for all lane sensors, which connect to the LEC through RS232, RS422, and Ethernet protocols. The LEC has Ethernet capabilities and communicates to the LCC via a fiber optic link. One (1) LEC is used for each conventional toll lane; the ORT lanes use one (1) LEC for multiple lanes at each location.

The existing conventional lane VES camera system design uses a monochrome camera (Wintriss OPSIS A1300) and a 300W Halogen light for vehicle illumination. Based on lane geometry and sight lines VES cameras can be installed in a "High" position (front, top, side of booth at 9' +/- above lane level) or a "Low" position (side booth, bumper block, or toll island < 5' above lane level). The VES illumination is installed < 5' from lane level and within 10' of the camera and uses a separate power source. All cameras are installed using PELCO or approved equivalents mounts.

The existing ORT lane VES camera system design uses a monochrome camera (JAI VIS-CAM 200 series) and a filtered strobe for illumination. Cameras are centered above each toll lane at a minimum height of 17' +/- from lane level and mounted to a gantry or a space frame structure. The VES illumination is installed at the same minimum height about 6' from the VES camera and requires a separate power source.

The Image Capture process starts with a successful interaction between the AVC and VES sub-systems to "trigger" an image of the vehicle as it passes through the toll lane. Images are triggered at a precise point in the lane for each vehicle based on AVC system tracking and vehicle position. This image trigger point is 23' from camera in a conventional lane, and 33' from camera in an ORT lane. Most TPK lanes capture a front and a rear image of the vehicle; GSP lanes capture a rear image. All triggered camera images are transmitted to the LCC and saved for audit review and/or violation processing.

The process rating for conventional toll lanes is up to 1200 transactions per hour; these lanes are signed for 15 MPH, but must be able to process vehicles and images at speeds up to 75 MPH. The process rating for ORT lanes is up to 2200 transactions per hour; these lanes are signed for highway speeds, but must be able to process vehicles and images at speeds up to 100 + MPH.

There are 640 VES camera systems equipped and operational in 470 toll lanes as shown in the following list. However, as a dynamic organization equipment needs and lane configurations can change based on operational factors.

- Conventional Lane VES Camera Systems
  - Parkway = 217 (Rear only)
  - Turnpike = 373 (Rear = 227, Front = 146)
- Open Road Tolling Lane VES Camera Systems
  - Parkway = 26 (Rear only)
  - Turnpike = 24 (Rear = 12, Front = 12)

Conventional lane widths on the Turnpike and Parkway are typically 10' minimum to 12' with the exception of the outer lanes at many GSP locations, which can be up to 15' wide. All ORT lanes have a minimum width of 11' and a maximum width of 12'.

Lane dimension and camera mounting diagrams are included in the following appendixes. These diagrams are typical for both the GSP and the TPK. It is important to note that the Authority will not make any changes or modifications to the existing lane geometry and layout to accommodate a new camera system.

- Appendix A – Typical Conventional Lane Layout Diagram
- Appendix B – Typical ORT Lane Layout Diagram (2 Lane Location)
- Appendix C – Typical VES Camera Mounting Detail – Conventional Lane (existing system)
- Appendix D – Typical VES Light Mounting Detail – Conventional Lane (existing system)

#### **D. Equipment Requirements**

The Authority's replacement VES camera system must meet all equipment and features in the specifications. Any deviations to the specifications must be listed on the Exception page and they will be reviewed by the NJTA ITS technical staff for compliance to our system and operational requirements.

Specifically, the Authority requires a VES camera system that will integrate seamlessly into the existing toll infrastructure with little or no modifications required to lane code, the VES sub-system, infrastructure, or lane geometry. The VES camera system must be able to process Automated License Plate Recognition (ALPR) and Optical Character Recognition (OCR) for state and license plate identification with a color image. Otherwise, if the vendor's system uses IR for ALPR the vendor must list this difference on the Exception page of the bid.

The Authority's intent is to install the VES camera in the same position as the current VES camera is installed and the VES camera illuminator in the same position that the current VES light is installed. This requirement has been made due to infrastructure limitations and for equipment protection. Lane diagrams have been provided to alert the vendor of the current install positions.

The equipment required for this requisition is as follows:

- VES Camera System, Standard Resolution– This VES camera system will be used in conventional toll lanes. The requirements are listed in this section.
- VES Camera System, High Resolution– This VES camera system will be used in Open Road Tolling (ORT) lanes. The requirements are listed in this section.

The specifications for this equipment are listed in the following section. Failure to conform to the essential requirements of the specifications may result in rejection of the bid.

#### **1. Camera Systems – Physical and Operational Requirements**

a. The VES camera system must include the following components:

- i. Color camera
- ii. Camera Enclosure
- iii. ALPR/OCR processor.
- iv. Camera Illuminator
- v. Power Supply
- vi. System design that withstands all weather and environmental conditions prevalent in the Northeast, USA.



b. Image Capture, Processing, and Quality

- i. The VES camera system must be able to accurately trigger and capture a readable image at a minimum trigger distance of 18' up to 28' for conventional lanes and a minimum of 28' up to 46' for ORT lanes. Actual trigger distance is set to 23' in most conventional lanes and to 33' in most ORT lanes.
- ii. The VES camera system must be able to accurately trigger and capture a readable image for a minimum lane width of 9' up to 15' for conventional and a minimum 11' up to 12' for ORT.
- iii. The VES camera system must be able to accurately trigger and capture a readable image for a minimum camera install height of a 30" up to 108" above lane level for conventional and a minimum of 16' up to 18' above lane level for ORT.
- iv. The image or images produced by the VES camera system must cover the entire rear or front area of vehicle so that the image can be used for vehicle signature recognition.
- v. The VES camera system must provide a readable image in all lighting conditions
- vi. The VES camera system must be able to capture all vehicle and license plate characteristics including all colors and all fonts.
- vii. The VES camera must act as a VES controller with a single dedicated IP based network connection to the designated Lane controller.
- viii. The VES camera must be able to establish a Transmission Control Protocol (TCP) socket based server on a designated port and listen for and accept connections from the lane controller.
- ix. The images captured by the VES camera system must be forwarded to the LCC through secure FTP into a designated location which must be configurable. The captured images must be processed and sent in the JPEG format.
- x. The VES camera system must be configurable to use a designated Network Time Protocol (NTP) server to synchronize the system time.
- xi. The VES camera system must have the capability to store a copy of the images for performance review. The retention time must be configurable and the system shall have enough memory to store at least 14 days of images based on the lane throughput rates defined in this document.

c. ALPR/OCR

- i. The VES camera system must have the ability to process ALPR/OCR from a color image at the camera level.
- ii. The OCR software in the VES camera system must be capable of providing data for the Authority's region. A catalog of the states must be defined in the supplemental information.

d. Camera Communications

- i. The camera shall communicate to the LCC by Ethernet communications.
- ii. The vendor shall advise the Authority if an optional fiber optic communication module is available.

e. Camera Enclosure and Mounting.

- i. The VES camera system must be provided with an enclosure that must be properly insulated, and must contain adequate environmental conditioning to ensure proper operation under all weather conditions and prevent fogging, condensation, and other conditions.
- ii. The enclosure must protect the camera and internal components from weather, moisture, dirt, and corrosion. The enclosure must prevent condensation and fogging on the lens or lens protection.
- iii. The enclosure shall be equipped with anti-glare technology to reduce headlight glare and improve image quality.
- iv. The enclosure must be equipped with a visor to shield from sun glare.
- v. The VES camera system with enclosure must not exceed the dimensions of 22"L x 11"W x 7"H and not exceed 22lbs.
- vi. The camera enclosure must be easy to open for initial failure analysis in the field (such as hinged cabinet) and shall contain a gasket to further protect from weather or dirt infiltration.
- vii. The camera enclosure must be able to mount on the existing camera mounts we have in the lanes, which are PELCO "J" or straight mounts. The Authority will only use commercially available mounts, and will not consider proprietary mounts. .

f. Electrical Power and Power Supply

- i. A standard 120-volt single phase AC, 60-hertz power source, as supplied to the Authority by a local power utility, is available to power the VES camera system.
- ii. The power for the VES camera system is supplied from a battery backed UPS system protected by an on-site generator, which will normally be online within thirty (30) seconds following a power failure.
- iii. The voltage and frequency tolerance on these lines shall be as stated by the utilities that service the areas of these installations.
- iv. If a power supply is required, it must be 24VDC or less (nominal).
- v. If a power supply is required, it must be provided by the vendor as part of the bid price and must be located inside the camera assembly housing.
  - a. If the vendor's power supply is not enclosed in the camera assembly housing, the vendor must list this deviation on the Exception page in the bid and must provide a NEMA3R box or approved equivalent in the bid price.
  - b. If an external power supply is proposed in accordance with Section F Iv. a. (above) the power supply must be installed between 20' and 50' of the camera in a conventional lane and 50' to 250' of the camera in an ORT lane. The dimensions of the external power supply with housing must not exceed 8"L x 6"W x 4"D.

g. Camera Illumination

- i. The VES camera system must be equipped with a visible, LED based illuminator that provides a pulsed flash to provide sufficient lighting for the color camera in all lighting conditions and provide a readable image.
- ii. Refer to the "Camera Illuminators" section of this RFB for additional requirements.

#### h. Operating Environment

- i. All equipment to be provided in this RFB will be installed in areas exposed to harsh environmental factors. such as, but not limited to, salt air near coastlines; vehicle emissions; industrial exhausts; industrial cleaners; deicing materials; gasoline and automotive lubricants; EMI and RFI; and vibrations. The VES camera system (with enclosure) must be designed to withstand these factors.
- ii. All equipment to be installed in toll lanes shall be designed and built to operate reliably within an ambient temperature range of –30 degrees C. to +60 Degrees C. and relative humidity of 10 to 95%, non-condensing.
- iii. All electronic modules and printed circuit boards must be suitably protected against the above environment by the use of conformal coating, gold plating of contacts, or other appropriate means.
- iv. The VES camera system design shall withstand all weather and environmental conditions prevalent in the Northeast.

#### i. Infrared Option

- i. The VES camera system shall have an option for an Infrared (IR) camera and illuminator in case the Authority chooses to change the front cameras to IR in the future.

#### j. Automated Diagnostics and Control

- i. The VES camera system must perform diagnostics on all critical system and subsystem components. They shall report the status of the camera and result of the diagnostic test to the internal monitoring systems.
- ii. The VES camera system must have the ability to provide automated diagnostics and failure reporting including, but not limited to, status, memory usage, and alarms.
- iii. The VES camera system must be able to communicate its status periodically to the lane controller through a status message
- iv. The VES camera system must allow the user to monitor the health status of the system through web browser.
- v. The VES camera system must allow the user to remotely configure the camera and adjust image quality through web browser. The adjustments shall include at least focus, iris, and zoom.
- vi. The VES camera system shall include a PostgreSQL database server and Apache web server, or approved equivalent for remotely monitoring the operation and system health.

#### k. Radio Interference

- i. The VES camera system must meet all applicable FCC regulations and shall not emit RFI or EMI at levels that would cause interference to other equipment in lanes or buildings, such as but not limited, to the Authority's Toll collection System, intercoms, radios, security systems, fire suppression equipment, backup power equipment, HVAC, access control systems, and any other Authority system.
- ii. It shall be the Contractor's responsibility to correct any emissions problems, at the Contractor's expense, which do cause interference.

I. Operation and Maintainability

- i. The VES camera system must be modular in design, field maintainable and replaceable as a unit or in parts to minimize down time.
- ii. We expect the vendor to use commercial, off the shelf components, available from multiple suppliers, for all major electrical and mechanical components. However, if the vendor will use any electrical or mechanical components, which are proprietary or have only one source of supply, such electrical or mechanical components shall be available to the Authority for purchase of spare parts for at least fifteen (15) years after delivery.
- iii. The VES camera system design shall provide for first level maintenance, such as cleaning and refocusing the lens, to be performed by Authority personnel with the minimum use of tools.
- iv. The VES camera system design must provide for second level maintenance, such as isolation of modules, to allow for identification of failed board(s) and/or major subassemblies. The Authority must be able to replace the defective board/subassembly, without the need for special tools, with a spare board/subassembly and bring the system back on-line.

m. Product and Parts Availability

- i. The Authority anticipates continued use of the VES camera system furnished for a minimum period of fifteen years (15), from the date of delivery.
- ii. The VES camera system furnished shall be designed and built to operate as specified for a minimum period of fifteen (15) years.
- iii. Throughout the 15-year period, the vendor must ensure all equipment supplied, spare parts, components, firmware, and software upgrades (Including currency validation software) shall be available to the Authority.
- iv. The vendor must ensure equipment lead times After Receipt of Order (ARO) do not exceed (4) months.

n. Warranty , Repair, and Support

- i. The vendor must supply at least a two-year warranty for all components included in the VES camera system to begin at time of acceptance.
- ii. Product replacements and repairs for in-warranty failures must be completed within 30 days of delivery to the vendor from the Authority.
- iii. The warranty shall include all shipping charges from the Authority to the vendor and from vendor to Authority.
- iv. The vendor shall provide Return Merchandise Authorization (RMA) repair services for bid/products that are out of warranty by RMA, including failure diagnosis and a quote listing labor and material costs.
- v. The vendor must provide technical support for the VES camera system for the length of time that the equipment will be in service throughout the term of the contract.
- vi. The vendor will advise the Authority within 60 days of release date for any software and firmware upgrades and provide these upgrades at no additional charge to the Authority. Release notes must be provided with each upgrade.
- vii. The vendor will make engineering corrections as necessary for problems that deviate from the specifications at it's sole cost and expense.

## 2. Camera Systems – Software Interface Requirements

The VES camera system must capture license plate images of vehicles transitioning through a toll lane. The captured images must be processed using Automated License Plate Recognition (ALPR) algorithms to read the plate string (Optical Character Recognition) and the resultant plate information and the images are to be forwarded to the designated LCC.

It is important to note that the VES camera is an integral component of the Lane Controller (LCC) software, which interfaces with numerous external devices and subsystems. The Bidder must ensure that their camera software is compliant with the Authority's existing system. The Authority will not be altering their LCC software to work with other protocols.

**E. Socket Bases Messages:** - The camera must establish a TCP socket based server on a designated port and listen for and accept connections from the LCC. This socket connection will be used by the lane controller to send and receive various messages from the VES camera system in order to configure, control and monitor the VES camera system. Messages will be sent as ASCII strings and each individual message will be prefixed with a header.

Following are the mandatory messages and formats that must be exchanged between the lane controller and the VES camera system.

**F. Vehicle Trigger Message (A55)** - A trigger message will be sent to the camera system when a vehicle is detected at a definite point in a lane in order to capture the license plate of the vehicle. The vehicle trigger message will include a vehicle sequence number so any resultant data generated across the system can be associated to the vehicle event.

An ACK will not be expected by the LCC for this message. The message content is all ASCII characters and has the following fixed length format.

<STX><message-body-byte-length>A55<vehicle-sequence-number>

Where:

<STX>	ASCII control character decimal value 2
<message-body-byte-length>	4 digits specifying length of the message body in bytes
A55	Trigger message type code; 3 digits total
<Vehicle-sequence-number>	10 digit vehicle sequence number; padded with zeros

Example Trigger Message: "<STX>0013A551234567890"

## **G. Status Request Message (A56)**

The status request message allows the LCC to request the VES camera system status. The request is a TCP based message and the VES camera system is expected to send back a Status Report Message.

The message content is all ASCII characters and has the following fixed length format.

<STX><message-body-byte-length>A56

Where:

<STX>	ASCII control character decimal value 2
<message-body-byte-length>	4 digits specifying length of the message body in bytes
A56	Status Request message type code; 3 digits total

Example Status Request Message: "<STX>0003A56"

## **G-2 Status Report Message (A56 ACK)**

This must be the response message for the Status Request Message (A56) sent by the lane controller to the camera system. The LCC waits up to a maximum of 1 second to receive the Status Report Message after the request message is sent. If not received then the camera system is considered not active. This reporting functionality must act as an 'is alive' test of the VES system.

The status of the following components of the camera system is expected to be reported in the Status Report Message. Status of each component must occupy a single digit field with 0 being Error state and 1 being Good state.

Note: If any component state is unknown at a particular time, it must be reported as error and all component state fields should be reported in every report message.

The Status Report message content is all ASCII characters and shall be having the following format.

<STX><message-body-byte-length>A56<camera><upload-conn><alpr><filesystem><database>

Where:

<STX>	ASCII control character decimal value 2
<message-body-byte-length>	4 digits specifying length of the message body in bytes
A56	Status Report message type code; 3 digits total
<Camera >	State of the camera; 0 1
<upload-conn>	State of the upload connection (FTP); 0 1

<alpr>	State of the ALPR processing software; 0 1
<filesystem>	State of the server local file system; 0 1
<database>	State of the camera local database; 0 1

Example Report Message (indicating an upload-conn error): <STX>0008A5610000

#### **H. Set Configuration Message (A57):**

This message will be sent to the camera system in order to establish several operational parameters that may be dynamically set by the LCC. The camera system will have to make the required operational modifications after receiving the message and must respond to the LCC with the current configuration that is in use.

Note: The camera system must always respond to an A57 message with the below configuration setting(s).

The message content is all ASCII characters and has the following format.

<STX><message-body-byte-length>A57<camera-capture-role>

OR

<STX><message-body-byte-length>A57 \* No content, acts as a configuration query message

Where:

<STX>	ASCII control character decimal value 2
<message-body-byte-length>	4 digits specifying length of the message body in bytes
A57	Set Configuration message type code; 3 digits total
<camera-capture-role>	Single character, capture context: F=Front R=Rear

Example Set configuration message: "<STX>0004A57F"

#### **H-2. Set Configuration Response Message (A57 ACK):**

The camera system must be responding to an A57 message from the lane controller with a TCP message containing the current settings for the configuration field(s).

The lane controller must send an A57 message with no content if the desired action is only to query the camera system configuration.

The message content is all ASCII characters and has the following format.

<STX><message-body-byte-length>A57<camera-capture-role>

Where:

<STX>	ASCII control character decimal value 2
<message-body-byte-length>	4 digits specifying length of the message body in bytes
A57	Set Configuration message type code; 3 digits total
<camera-capture-role>	Single character, capture context: F=Front   R=Rear

Example Set configuration message: "<STX>0004A57F"

#### **I. Vehicle Image Files:**

The images captured by the camera system must be stored in a local file system and subsequently forwarded to the lane controller. The <vehicle-sequence-number> provided by the lane controller must be used by the camera system as part of the image file naming convention and must be used for data association during image processing. The Optical Character Recognition (OCR) processing the camera system must be able to determine a valid plate string from the plate only image obtained using ALPR.

#### **J. Captured Image File Naming Convention:**

The naming convention for the captured image shall be:

<YYYYMMDD>-<HHMMSS>-<camera index>-<Vehicle-seq-num>-<capture-series-num>.jpg

Where:

<YYYYMMDD>	Date stamp indicating year, month, day of the image capture
<HHMMSS>	Timestamp indicating hour, minute, second of the image capture
<camera-index>	Camera index number
<vehicle-seq-num>	10 digit Vehicle sequence number; padded with zeros
<capture-series-num>	4 digit number indicating the camera shot number (1...N)
Jpg	Compressed image file format extension; JPEG

File name example: '20150629-084405-0-1234567890-0001.jpg'



#### **K. Plate-only image file naming convention:**

When a license plate is found by the camera system during OCR processing, the camera system must be able to create a plate-only image file which contains just the license plate cropped from the overall vehicle image. The file name assigned to the plate-only image shall match the vehicle image with the addition of a '-p' designator appended to the base file name.

The naming convention for the plate-only image is:

<YYYYMMDD>-<HHMMSS>-<camera index>-<Vehicle-seq-num>-<capture-series-num>-p.jpg

Where:

<YYYYMMDD>	Date stamp indicating year, month, day of the image capture
<HHMMSS>	Timestamp indicating hour, minute, second of the image capture
<camera-index>	Camera index number
<vehicle-seq-num>	10 digit Vehicle sequence number; padded with zeros
<capture-series-num>	4 digit number indicating the camera shot number (1...N)
P	lower case char 'p' indicates this is a plate only image
Jpg	Compressed image file format extension; JPEG

File name example: '20150629-084405-0-1234567890-0002-p.jpg'

#### **L. License Plate Metadata:**

The images captured by the Camera system shall be processed by OCR algorithms to determine the license plate and jurisdiction information (metadata). This metadata must be embedded in the JPEG image comment field using the Exchangeable Image File (EXIF) format. The plate-only images that are created during processing shall also include the embedded metadata.

The table below indicates the metadata fields embedded in to images:

FIELD	DESCRIPTION	VALUES
seqNum	Vehicle sequence number	Numeric
camNum	Camera number	Numeric
ocr_time	Time OCR is done on image	Timestamp
plazaId	Plaza Id	Alphanumeric
laneId	Lane Id	Numeric
alpr_filename	File name of the plate only image	Char
ocr_plate	License plate string	Alphanumeric
ocr_conf	Overall plate confidence value	0 – 100
ocr_state	License plate Jurisdiction	Two letter state
ocr_state_conf	Jurisdiction confidence value	0 – 100
plate_coords	License plate bounding coordinates	X,Y,Width,Height

Example metadata comment string:

```
<seqNum=612225> <camNum=0> <plazaId=001> <laneId=01> <alpr_filename=20151123-131220-0-0000612225-0004-p.jpg> <ocr_time=2015-11-23 13:12:22> <ocr_plate=ZRL9190> <ocr_conf=93> <ocr_state=NJ> <ocr_state_conf=88> <plate_coords=651,752,272,138>
```

Note: The field names in the comment string should be same as represented in the table.

#### **M. Image Forwarding:**

The images captured by the camera must be forwarded to the LCC through secure FTP into a designated location which must be configurable. The forwarded files must include the captured vehicle image that was processed with highest confidence license plate result and the associated plate-only image file. Both image files must be named based on the naming convention discussed and both must have the associated embedded metadata. The files shall be uploaded to a folder on the LCC and must be made configurable. The captured images must be processed and sent in the JPEG format.

#### **N. System Time Synchronization:**

The camera system shall be made configurable to use a designated Network Time Protocol (NTP) server to synchronize the system time.

#### **O. Additional Software Requirements**

- The camera must act as a VES controller with a single dedicated IP based network connection to the designated Lane controller. The camera must be able to establish a TCP socket based server on a designated port and listen for and accept connections from the LCC.
- The lane controller sends the trigger message with vehicle specific data, such as but not limited to vehicle sequence number, vehicle classification, vehicle speed and more.
- The VES camera system must include a PostgreSQL database server and Apache web server or approved equivalent for remotely monitoring the operation and system health.
- Software upgrades - The vendor shall advise the Authority within 60 days of release date for any software upgrades and provide these upgrades at no additional charge to the Authority. Release notes must be provided with each upgrade.

#### **P. Camera illuminators**

The vendor shall provide (1) type of camera illuminator. If the vendor proposes to offer multiple types of illuminators to meet the Performance metrics they must specify this deviation on the Exception page of the bid.

- a. The illuminator must be a visible, LED based illuminator that provides a pulsed flash to provide sufficient lighting for the VES camera in all lighting conditions and provides a readable image. The length of the pulse must be less than 2 milliseconds.
- b. The illuminator must be an external illuminator and enclosed in a separate housing from the camera housing.
- c. The life span of the illuminator must meet or exceed that of the camera itself and the bid/product shall be supported for at least 15 years.
- d. The illuminator must be powered from a separate power source than the camera.
- e. The illuminator housing must be properly protected to prevent weather, moisture, dirt, and corrosion from damaging the components. The housing must ensure proper operation of the illuminator under all weather conditions
- f. The illuminator enclosure must not exceed the approximate dimensions of a Hubbell 306 PAR56 housing (dimensions are 8 1/8" x 9 7/8").
- g. The illuminator enclosure must be able to mount on commercially available mounts such as PELCO, or electrical fittings and not on proprietary mounts.
- h. Triggering of the illuminator must be handled by the VES camera system.
- i. The trigger cable from the camera must be a minimum of 25' long. The vendor must list the maximum allowable trigger cable length in their technical submittal.
- j. The illuminator must have the ability to adjust the intensity of the flash.

#### **Q. Performance Metrics**

The Authority has identified the following performance metrics for the VES camera system.

1. Image Capture rate – The VES camera system’s ability to capture an image of the vehicle when triggered must meet or exceed 99.9% of all transactions.
2. Image Acceptance Rate – The readability of an image produced by the VES camera system must meet or exceed 95% of all images.
3. ALPR Acceptance Rate (plate ID) – The ability of the VES camera system to automatically identify a license plate ID from the image must meet or exceed 85% of all images at a confidence rate of 80%.
4. ALPR Acceptance Rate (state ID) – The ability of the VES camera system to automatically identify a license plate state ID from the image must meet or exceed 80% of all images at a confidence rate of 70%.

## SECTION V

### Pre- Award Testing Process

#### A. Introduction

Upon receipt of the Bids, the Authority staff will first test the apparent low Bidder's VES cameras to determine if the vendors proposed bid/product complies with the specifications. This process will be a collaborative effort between the Authority and the vendor's technical staff. The Authority will purchase one (1) VES Camera system, Standard Resolution, and one (1) VES Camera System, High Resolution as defined in these specifications at the bid unit price. This process will allow the Authority to understand the features and potential of the equipment, work on the system integration, and provide the Authority with confidence that vendor's proposed solution will meet our needs. Testing will take place within a four-week period from receipt of all equipment. If the first apparent low Bidders equipment fails testing, then the Authority will proceed to test the second apparent low Bidder's VES cameras. Should the apparent second low Bidder's VES camera fail, the third apparent low Bidder's equipment will be tested next. The Authority will continue to test equipment based on the order of apparent low Bidder's.

#### B. Bid Requirements for Pre-Award Testing

**THE AUTHORITY NEEDS THE FOLLOWING DOCUMENTS, SO THAT PRE-AWARD TESTING CAN START WITHOUT DELAY AND BE COMPLETED EXPEDITIOUSLY. THEREFORE, SUBMIT THE DOCUMENTS IDENTIFIED BELOW WITH YOUR BID.**

- A description of all equipment to be provided in this bid including vendor part numbers and any proprietary equipment.
- All technical brochures, manuals, and user guides for the proposed system.
- A list of all physical and technical features of the system along with a system block diagram showing component layout and connections.
- A list of United States Toll Agencies that currently use the proposed camera system, along with a list of lane/camera count, year installed, and contact point person along with e-mail address and phone number.

#### C. **The Pre- Award Testing process will be evaluated on the following criteria:**

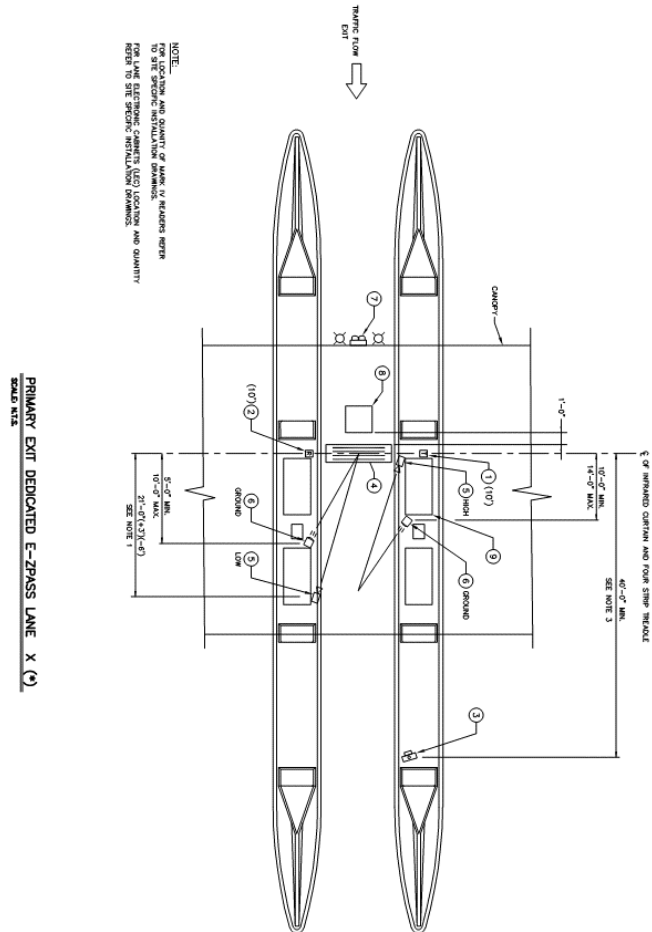
- Ability to integrate the vendor's bid/product into the NJTA Toll Collection System with minimal modifications.
- Ease of installation, configuration, and setup.
- Ability to monitor features including health status and remote diagnostics.
- Ease of maintainability including adjustments, focus, and replacement.
- Volume testing and performance in a bid/ production environment.

#### D. **The process to determine Bid/product acceptance is as follows.**

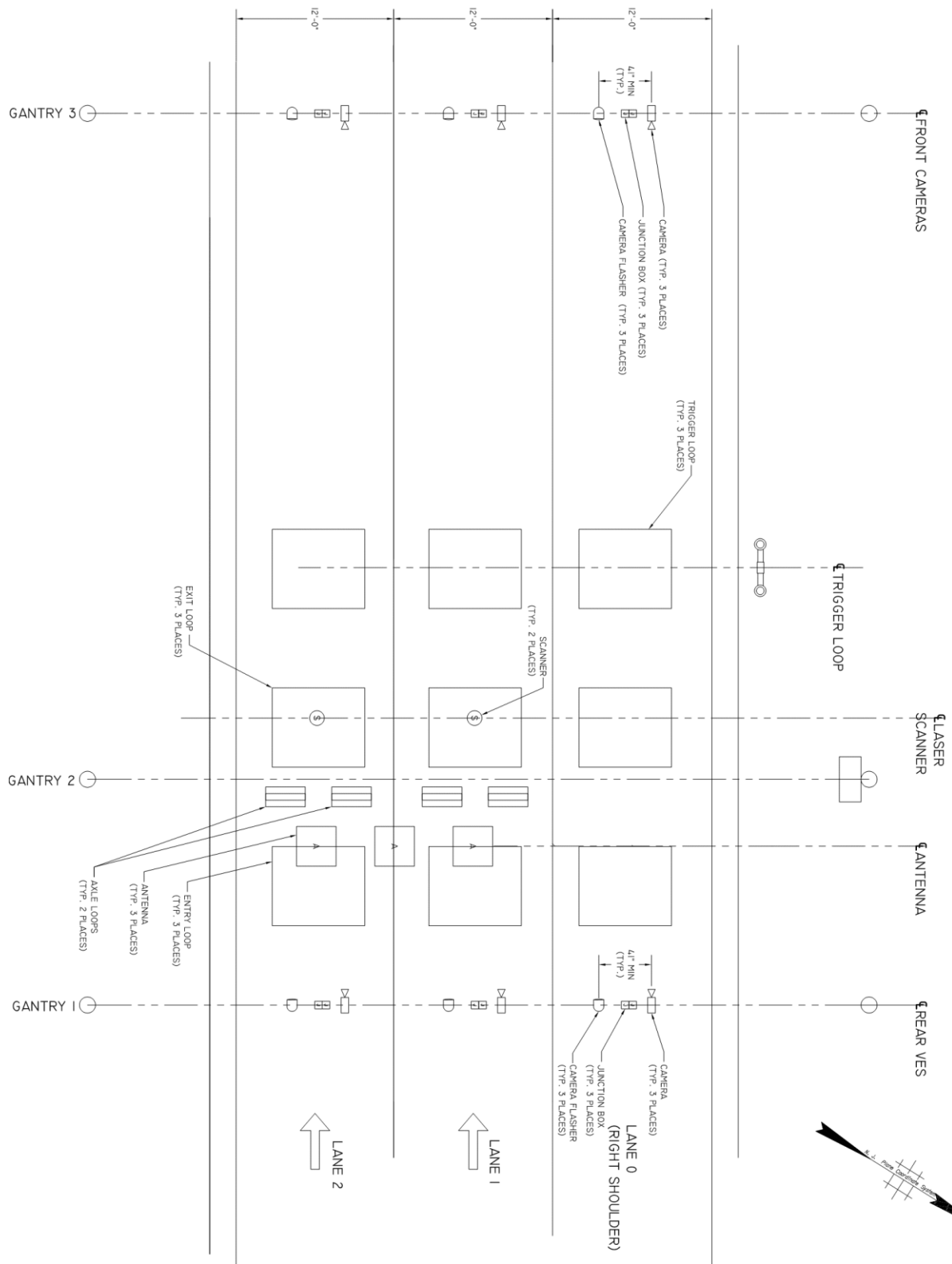
1. Equipment Procurement – The Authority will purchase one (1) VES Camera System, Standard Resolution and one (1) VES Camera System, High Resolution at the vendor's unit bid price. This camera assembly must be the exact model specified in the vendor's bid and include all required accessories for operation.
2. Physical Camera System Inspection – The Authority will conduct a complete physical inspection of the assemblies to determine adherence to the specifications, ease of installation, and maintainability. If it is determined that the system does not match the specifications the bid/product will be rejected. To assist in this endeavor the vendor may be present, to answer Authority questions. The vendor should therefore be available during the inspection.

3. Software Engineering – The Authority will provide two (2) weeks to be reasonably administered of software engineering technical support to integrate the Standard Resolution Camera System into the Authority's lane controller system. The (2) weeks of technical support shall be defined as Monday to Friday, 7 hours per day, and will be completed in the software test lab in Woodbridge, NJ. The vendor will be required to assist as needed to integrate their bid/product into our Toll Collection System. If NJTA is unable to integrate the camera into the system after this time period, the vendor's bid/product will be rejected.
4. Toll Environment Preparation - The Authority will ensure that all lane sensors are operating properly before this test step, and will use data from the test to work on image quality, and transmission. If Authority staff encounter problems during the pre-award testing, Authority staff will verify functionality of all other lane sensors and make necessary adjustments.
5. Toll Lane Integration - Upon successful integration into the Authority's LCC system the Authority will provide one (1) week to be reasonably administered of Toll Lane Integration to install and operate the Standard Resolution Camera System into an active toll lane. The one (1) week of Toll Lane Integration shall be defined as Monday to Friday, 7 hours per day and will be completed in a production toll lane. The vendor will be required to assist as needed during this period for mounting, alignment, and failure resolution. Once the camera system is mounted and operational the Authority will conduct controlled testing to verify successful camera trigger with the Toll Lane AVC sub-system. The test will consist of several transactions run at varying speeds and spacing. All Camera System functions and features will be tested during this phase. If the Camera Systems is not able to successfully operate in the production toll lane, or if system functions or features cannot be successfully tested after this time period, the vendor's bid/product will be rejected.
6. Performance Testing – If the camera has been successfully integrated and tested it will be volume tested in the production lane for ten (10) days. During this time Authority staff will closely monitor the system performance and provide a daily report to the vendor. The Authority will use the following performance criteria to evaluate the equipment:
  - a. Image Capture rate – all transactions will be reviewed to determine if an image(s) was triggered and saved for each vehicle. This image capture rate must meet or exceed 99.9% of all transactions.
  - b. Image Acceptance Rate – image quality will be manually reviewed by Authority staff each day to determine quality. Transactions where the plate is obstructed or missing will be excluded from the evaluation. The Authority will work with the vendor on the 1<sup>st</sup> 3 days to tune the camera for optimal performance. The vendor's bid/product will be judged during the last seven (7) days of the evaluation. The image quality rate for the last (7) days must meet or exceed 95% of all images
  - c. ALPR Acceptance Rate (plate ID) – must meet or exceed 85% of all images at a confidence rate of 80%.
  - d. ALPR Acceptance Rate (state ID) – must meet or exceed 80% of all images at a confidence rate of 70%.

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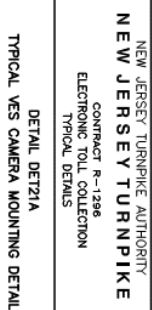


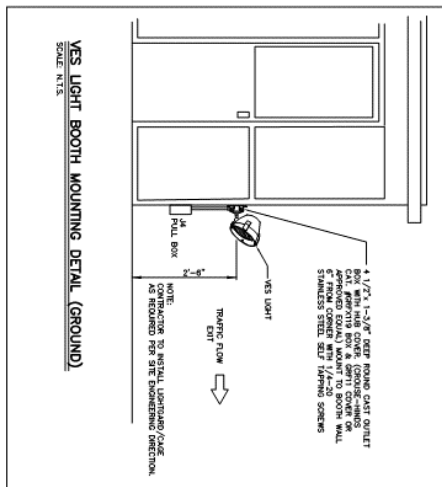
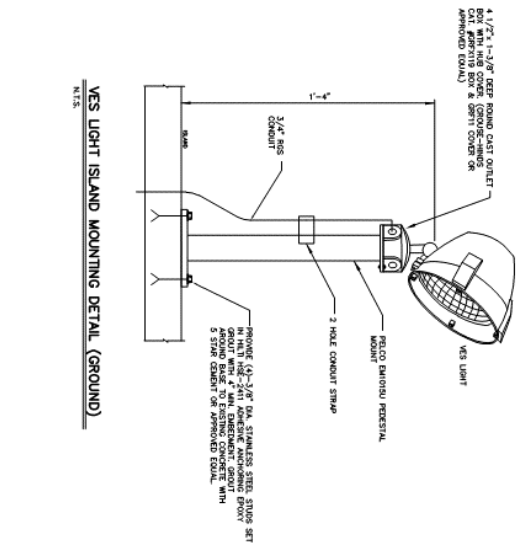
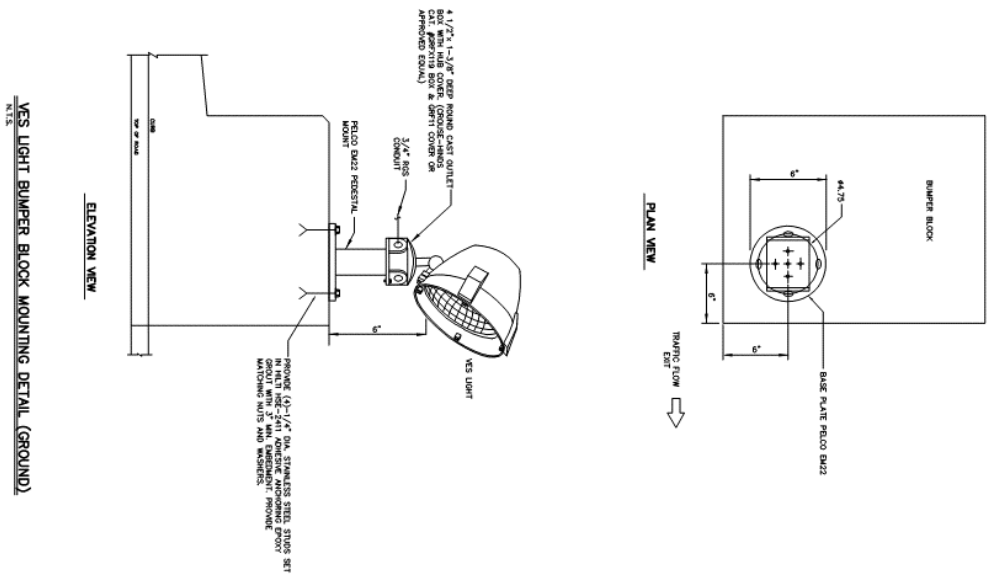
## Appendix B – Typical ORT Lane Layout Diagram (2 Lane Location)





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**NOTES:**

1. ALL MOUNTING HARDWARE TO BE STAINLESS STEEL UNLESS OTHERWISE NOTED.
2. CONTRACTION TO INSTALL LIGHTING/CASE AS REQUIRED FOR SITE DIRECTIONALITY.
3. CONTRACTION TO INSTALL PELCO DMR2 PERSPECTAL BASE PLATE TO STAINLESS STEEL SET 1/4" ANCHORS.
4. PULL MOUNTING REGION OF YES LIGHTS TO PROVIDE ILLUMINATION OF ENTIRE WIDTH OF DRIVE AND SURFACE CASE COVERING CASE.

**NEW JERSEY TURNPIKE AUTHORITY**  
**NEW JERSEY TURNPIKE**  
CONTRACT R-1296  
ELECTRONIC TOLL COLLECTION  
TYPICAL DETAILS

**DETAIL DET21B**  
**TYPICAL VES LIGHT MOUNTING DETAIL**

CONTRACT R-1296  
ELECTRONIC TOLL COLLECTION  
TYPICAL DETAILS



## **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**

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## **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS STANDARD TERMS AND CONDITIONS**

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

### **I. DEFINITIONS**

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

- a. “Authority” shall mean the New Jersey Turnpike Authority.
- b. “Bidder” shall mean any potential vendor submitting a response to an RFB issued by the Authority.
- c. “Contract” shall mean the RFB (including these Standard Terms and Conditions), the response thereto submitted by the bidder, and the Authority’s Notice of Award.
- d. “Director” shall mean the Director of Procurement & Materials Management Department of the Authority.
- e. “Vendor” shall mean the successful bidder who is awarded the contract at issue.

### **II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS**

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

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

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

- 1) Anti-discrimination provision required by *N.J.S.A. 10:2-1* 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, partnerships or limited liability companies 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 19:44 A-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](http://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. 34:11-56.51*, 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 can submit a valid copy of their Public Works Contractor Registration Certificate and valid copies of the Registration Certificates for all subcontractors along with the bid, but the certificate(s) must be submitted prior to contract award. The Registration Certificate(s) shall be maintained at the worksite and shall be made readily available for inspection at any time. Pursuant to *N.J.S.A. 34:11-56.55* applications for registration shall not be accepted as a substitute for a Registration Certificate for subcontractors.

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 (*N.J.A.C. 17:13-1.2*) 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. 17:13-1 et seq.* 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. Bidders must include with their bid a completed Disclosure of Investment Activities in Iran, attached hereto as Exhibit G-1.

**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 provide a copy of Exhibit H acknowledging that they have received notice of the State's right of set-off prior to contract award.

**L. MSDS REQUIREMENTS**-Any vendor, Vendor, 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, Vendor 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.

### **III. 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](mailto: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](mailto: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<br>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 *N.J.S.A. 27:23-6.1(a)*, 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.

- Q. LIABILITIES OR DEBTS OWED TO THE AUTHORITY-** The failure by any Contractor or subcontractor during the term of the Contract to satisfy in a timely manner any outstanding debts or fees owed to the Authority, whenever incurred, including but not limited to those related to nonpayment of tolls or administrative fees, as required by *N.J.A.C. 19:9-1.19* and *N.J.A.C. 19:9-9.2*, shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.

**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 chapter 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, race, 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**

<b>NAME</b> _____	<b>DATE OF BIRTH</b> _____
<b>ADDRESS 1</b> _____	
<b>ADDRESS 2</b> _____	
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____

<b>NAME</b> _____	<b>DATE OF BIRTH</b> _____
<b>ADDRESS 1</b> _____	
<b>ADDRESS 2</b> _____	
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____

<b>NAME</b> _____	<b>DATE OF BIRTH</b> _____
<b>ADDRESS 1</b> _____	
<b>ADDRESS 2</b> _____	
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____

**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.

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Signature

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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](http://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**

Please be advised that in accordance with *N.J.S.A.52:34-13.2*, 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]

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WITNESS OR ATTEST:

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Principal

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[Corporate Seal]

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WITNESS OR ATTEST:

---

---

Surety

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**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.A 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.A 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 201\_\_\_\_\_.

WITNESS OR ATTEST

\_\_\_\_\_  
[CORPORATE SEAL]

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

\_\_\_\_\_  
PRINCIPAL

WITNESS OR ATTEST:

\_\_\_\_\_  
[CORPORATE SEAL]

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

\_\_\_\_\_  
SURETY

**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](mailto: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](mailto: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: \_\_\_\_\_