

**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
RE-BID

TITLE: **REMOVAL & DISPOSAL OF LIQUID HAZARDOUS WASTE & NON-
HAZARDOUS WASTE MATERIAL ON THE NEW JERSEY TURNPIKE
& THE GARDEN STATE PARKWAY**

BID NO: **RM-164115**

DUE DATE: **5-27-21**

TIME: **11:00 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”) 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.**
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. **If checked this RFB requires the following Mandatory Document(s) or the Bid will be rejected:**
 - (a) Bid Bond or Cashier’s Check for 10% of the amount Bid or a Letter of Surety
 - (b) Ownership Disclosure Statement (New Form – August 2017)
 - (c) Disclosure of Investment Activities in Iran
6. See the Authority’s Instruction to Bidders for a complete list of the Authority’s standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

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

- (a) State of New Jersey Division of Revenue Business Registration Certificate
 - (b) Certification of Registration with the Secretary of State (only if non-NJ corporation)
 - (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
 - (d) Public Works Contractor Registration Certificate(s) (if applicable)
 - (e) Affirmative Action Information Sheet with Certificate or Form AA302
 - (f) Signed Mandatory Equal Employment Opportunity Language
 - (g) SBE/WBE/MBE Certificates and Form
 - (h) Notice of Set-Off for State Tax (P.L. 1999, c 159)
 - (i) Automobile Insurance Liability Waiver
 - (j) Insurance Certificate (see additional insurance requirements on page’s 14 and 15 of RFB)
 - (k) Statement of Qualifications (pg. 16)
 - (l) Qualifying Affidavit (pg. 20)
8. Bidder must sign their bid

SECTION II

A. INTENTION

1. **Sealed Bids (Paper Submission Only)** for **RM-164115** 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”.
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/Notice of Award “NOA” for the procurement of **REMOVAL & DISPOSAL OF LIQUID HAZARDOUS WASTE & NON-HAZARDOUS WASTE MATERIAL ON THE NEW JERSEY TURNPIKE & THE GARDEN STATE PARKWAY.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact JOHN PARMIGIANI with any questions regarding this procurement contract at **jparmigiani@njta.com** or **732-750-5300 ext. 8632.**

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be emailed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Please contact “buyer’s name” with any questions regarding this procurement contract at **jparmigiani@njta.com**
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 proposal on items other than what is specified, and wishes the items proposed to be considered as an "Approved Equivalent", the Bidder shall enter a price on the Bid sheet then submit on the Exception 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, tolls and other costs should be considered in the Bid price.
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsive and responsible bidder for the total line items Bid.

D. MISCELLANEOUS

1. **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: <https://www.njta.com/doing-business/current-solicitations>
2. **Contract Bond:** The successful bidder will be required upon award, to provide a contract bond in an amount of: N/A % of the Contract amount.

E. BID QUOTATION SHEET

A	B	C	D	E	F	G	H	I	J
ITEM	SOLID OR LIQUID WASTE	SOURCE	DESCRIPTION	INTENDED "TSD" FACILITY	CONTAINER	UOM	EST. QUANTITY	BID PRICE PER UOM	TOTAL MULTIPLY (H X I)
1.	Gasoline and Water Mixtures	Ground Water Extraction Events (i.e.MPE)	Waste Flammable Liquid, Toxic, N.O.S. (gasoline) UN1203, PGII, D001, D018		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	2,500 gals.	\$	\$
2.	Gasoline and Water Mixtures	Ground Water Extraction Events (i.e.MPE)	NON-REGULATED MATERIAL, N.O.S. (OILY WATER) NON-DOT/ NON-RCRA"		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	80,000 gals		
3.	Gasoline and Water Mixtures	Petroleum Storage Tank & Sump Fluid Pump Outs	Waste Flammable Liquid, Toxic, N.O.S. (gasoline) UN1203, PGII, D001, D018		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	2,500 gals.	\$	\$
4.	Oil/Diesel and Water Mixtures	Groundwater Extraction Events (i.e. MPE)	Class D Recyclable Material, Used Oil with Less Than 1,000 ppm Total Halogens, 3, NA1993, PGIII		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	80,000 gals.	\$	\$
5.	Oil/Diesel and Water Mixtures	Petroleum Storage Tank, Lift Pit, & Sump Fluid Pump Outs	Class D Recyclable Material, Used Oil with Less Than 1,000 ppm Total Halogens, 3, NA1993, PGIII		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	5,000 gals.	\$	\$
6.	All Mixtures	All Sources	Sediment Surcharge	N/A	N/A	Gallon	10,000 gals.	\$	\$
7.	N/A	N/A	Hourly Rate Portal to Portal Plus Time On-Site (Vacuum Truck)	N/A	N/A	Hourly Rate	2,000 hrs.	\$	\$
8.	N/A	N/A	Emergency Service - Hourly Rate Portal to Portal Plus Time On-Site (Vacuum Truck)	N/A	N/A	Hourly Rate (Emergency)	50 hrs.	\$	\$
GRAND TOTAL OF LINES 1 THROUGH 8 (COLUMN "J")									\$

THE BIDDER IS REQUIRED TO INSERT THE TRANSPORTATION, STORAGE, AND DISPOSAL ("TSD") FACILITY (COLUMN E)

ALL QUOTATIONS ARE FOR THE REMOVAL AND DISPOSAL OF LIQUID WASTE VIA VACUUM TRUCK PER THE SPECIFICATIONS. LINE ITEMS 1 THROUGH 5 SHOULD BE BASED ON A PER GALLON DISPOSAL COST, THE BID ITEM IDENTIFIED IN LINE 7 AND 8 SHOULD INCLUDE THE HOURLY RATE FOR ALL LABOR, EQUIPMENT (VACUUM TRUCK), MATERIALS, ETC. NO ADDITIONAL UNIT RATES WILL APPLY SUCH AS MILEAGE, FUEL, ETC. (SEE PAGE 6)

Please be advised that the public bid opening for Solicitation RM-164115 which is scheduled for May 27, 2021 at 11:00 AM will be by **CONFERENCE CALL ONLY**.

Conference call details are as follows:

Dial-in Number: (646) 992-2010

Access code: 173 179 9982

For any bidder who wishes to participate, conference call access will be open 5 minutes prior to opening and remain until all bids have been read.

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

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO JPARMIGIANI@NJTA.COM NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

NEW JERSEY TURNPIKE AUTHORITY

Dale Barnfield
Director, Procurement and Materials Department

_____/_____
Name of Company / Authorized Signature of Bidder

F. 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.)

1. **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.
2. **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.

3. **AUTHORIZED SIGNATURE:** _____

Print Name and Title: _____

Bidder: _____

Address: _____

City, State, Zip: _____

E-mail address: _____

Telephone #: _____ Fax: # _____

Date: _____

SECTION III

SPECIFICATIONS

REMOVAL & DISPOSAL OF LIQUID HAZARDOUS WASTE & NON- HAZARDOUS WASTE MATERIAL ON THE NEW JERSEY TURNPIKE & THE GARDEN STATE PARKWAY

A. SCOPE OF WORK

This RFB is for the collection, transportation, and disposal of “Liquid Hazardous and Non-Hazardous Waste” material via vacuum trucks along the New Jersey Turnpike and Garden State Parkway (“Roadways”) as well as Authority Service Areas, Maintenance Districts and State Police facilities. See Appendix A and B for facility locations.

Included herein is a list of liquid waste (see Bid Quotation Sheet) which the Authority may generate during the term of this Contract. The Authority does not guarantee that all waste types listed will be generated during the term of this Contract. The Authority has estimated the quantities of wastes which it expects to generate including contaminated groundwater generated during Multi-Phase Extraction (MPE) events.

This RFB is for the Environmental Section of the Authority’s Engineering Department and shall not preclude other Divisions and Departments of the Authority from utilizing said Contract.

B. DEFINITIONS

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

Authority- The New Jersey Turnpike Authority.

Roadway – Garden State Parkway and the New Jersey Turnpike, collectively.

Waste- Waste material that is being removed in bulk form, by the gallon as provided herein.

Empty- Containers shall be deemed empty as defined in *N.J.A.C. 7:26-8.4(b)*. This citation indicates that no more than 2.5 centimeters (one inch) of residue should remain on the bottom of the container or inner liner.

C. WASTE CHARACTERIZATION, TRANSPORT, AND DISPOSAL

The Authority will provide the Contractor with any available information regarding the composition of the liquid waste. The Contractor shall be responsible for characterizing, transporting, and disposing of said waste in accordance with any and all applicable, relevant, federal and state laws and regulations. The Contractor shall submit to the Authority profiles of each waste type that they have characterized. When liquid waste needs to be removed, the Authority will schedule with the Contractor. The liquid waste will be cross-referenced to their respective profile codes.

D. LIQUID WASTE COLLECTION AND DISPOSAL

The Contractor guarantees to provide all labor and equipment needed to remove/dispose of liquid waste via vacuum truck including but not limited to, liquids removed from underground storage tanks, hydraulic lift pits, sump fluids, contaminated groundwater removed during MPE/EFR events from Authority locations, as identified in the Bid Quotation Sheet. If and when it is necessary or desirable to consolidate any liquid waste, the Contractor shall be responsible for consolidating and the fee shall be based on the lowest price quoted for that line item.

E. WORK AREA

Staging areas for each roadway of the Authority wastes are listed in Appendices A and B. The Contractor shall have access to each roadways facility between the hours of 8:00 A.M. - 2:30 P.M. The Contractor shall observe that these facilities are secured and shall not enter unless permitted by the Authority.

F. PROPERTY DAMAGE

Contractor shall, be responsible for any Sub-Contractors or its suppliers at its own expense, make good any damage that may be incurred or by its subcontractors, or suppliers in the course of the work to any Authority real and/or tangible personal property through or by reason of prosecution of this work. The liability of the Contractor under this covenant is absolute and shall not be dependent upon any questions of negligence on its part or the part of its officers, agents, employees, subcontractors or suppliers; and the neglect of the Authority to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor of such damage, except where the damage is the result of the sole negligence of the Authority. **The Contractor at the completion of the project shall restore the Authority's premises to the original condition as found including the removal of any and all materials at its own expense.**

G. TRAFFIC TOLLS AND SAFETY

Turnpike passes **will not be issued** to the Contractor or Contractor's personnel. Tolls are the responsibility of the Contractor and should be taken into consideration when submitting bids. Contractor personnel and Contractor vehicles will not be permitted to use Z-Turns, median U-turns, grade separated U-turns, or U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns will be subject to a summons by the NJ State Police. Contractor personnel and Contractor vehicles entering at an Interchange must accept a toll ticket or utilize E-Z pass lanes, if the Contractor and Contractor personnel has an active E-Z pass account. However, all vehicles must exit at another Interchange in the proper direction in the same manner as upon entering; a manual lane, if they accepted a toll ticket, or an E-Z pass lane. If access is via local street, egress must be of same method. Exiting the Roadways via an access gate, as at service areas or maintenance facilities constitutes an evasion of tolls and is prohibited by the Authority regulations, *N.J.A.C. 19:-1.19*.

H. EMERGENCY SERVICE

The Contractor agrees to provide Emergency Services as deemed necessary by the Authority. It will be understood that the Contractor will be available for emergency calls at the labor rate bid in this RFB and be dispatched within 3 hours of the emergency call.

I. DELIVERABLES

The Contractor shall provide the following deliverables.

1. Written basis for characterization of any waste, specific to said waste.
2. Waste profile for any waste.
3. Uniform Hazardous Waste Manifests.
4. Bills of Lading.
5. Certificates of disposal.
6. Certificates of destruction
7. Land disposal restriction notification and certification
8. Letters of acceptance from TSD Facilities
9. Written basis for off specification species waste.
10. Copies of any laboratory analytical data, upon request.
11. The Contractor shall be responsible for providing “cradle to grave” documentation of all waste that they arrange to have removed from the Authority’s sites. The Contractor shall be responsible for ensuring that all the information on the Uniform Hazardous Waste Manifest (EPA Form 8700-22 Rev. 3-05) is correct.

J. AUTHORITY REPRESENTATIVE

The Authority Designee will monitor the work and issue instructions on behalf of the Authority. Contact information for this Contract is Daniel Wenger at 732-750-5300 extension 8215.

The Contractor stipulates that he/she will comply with all instructions of the Authority’s Designee, and obtain the Designee’s prior written approval of all materials, personnel, equipment, temporary provisions, and work schedule. Any work carried out in the absence of such prior approval may be condemned as unacceptable by the Authority and its value deducted from progress and final invoices.

K. CONTRACTOR’S SUPERVISION

The Contractor shall, at all times, maintain competent Supervision of his/her work to assure full compliance with Contract requirements. The Contractor shall personally supervise the work or have an experienced and trained supervisor on site at all times to act on behalf of the Contractor and be in contact with the Authority Designee at all times for any immediate approvals of expediting work being completed. The Authority may require the Contractor to remove any supervisor whom the Authority’s Designee deems unsatisfactory from the work site.

L. PAYMENT

The Authority has its own disbursements department, with its own payment forms. With each voucher that the Contractor submits, they shall include copies of relevant documentation, such as the manifest, bill of lading and time and materials sheets. On the voucher, the Contractor shall reference the appropriate waste profile codes. The Authority will remit payment commensurate with the scheduled items of work herein. The Authority will not remit payment to the Contractor for the removal of any waste until the Authority has received a copy of said manifest from the Treatment Storage Facility. Any required documentation not received to verify payment to the Authority will not be paid.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of "The New Jersey Prevailing Wage Act," governing the prevailing rates of wages for workmen who are employed in this Project. All provisions of said Wage Act and amendments thereto shall be considered as part of this Contract and made a part thereof.

M. TERM OF CONTRACT

The initial service period shall commence on the date stated in the Price Agreement and shall terminate one year from the date of award of the Price Agreement. The Authority, at its own discretion, may extend the original contract term for two (2) additional one (1) year terms.

If the Authority exercises its right to extend the Contract for "Additional Service Period's", the original bid prices per line item, may be subject to renegotiation, with the approval of the Director of Purchasing. However, such renegotiation shall not result in any increase of the unit price, for any line item, exceeding (10%) ten percent in totality, for the entire term(s), including extensions.

It is recognized by the parties hereto that the services to be provided under the Contract comprise essential and regulated services to the Authority and that such services must be timely and thorough. Accordingly, it is agreed that the Contract may be terminated by the Authority, if in its sole opinion the Contractor's performance is unsatisfactory.

N. 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 seven (7) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to seven (7) 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.

SECTION IV

IN ADDITION TO THE INSURANCE REQUIREMENTS LISTED IN

“THE INSTRUCTION TO BIDDERS”

CONTRACTOR MUST PROVIDE THE FOLLOWING ADDITIONAL INSURANCE:

- A. The Contractor who will be transporting any hazardous and non-hazardous materials, substances, wastes, as part of the work under this Contract, shall provide the Authority with evidence of levels of financial responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387.

The Contractor, as the case may be, shall provide the Authority with one of the following:

1. Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS-90) issued by an insurer, or
2. Motor Carrier Surety Bond for Public Liability under Section 30 of the Motor Carrier Act of 1980 (Form MCS-82) issued by a surety, or
3. A written decision, order or authorization of the Interstate Commerce Commission authorizing the Contractor to self-insure pursuant to 49C.F.F., Part 1043.5.

Endorsement CA9948- Pollution Liability Broadened Coverage shall be endorsed to the policy.

B. CONTRACTORS POLLUTION LIABILITY (CPL) INSURANCE

With regard to services rendered by Contractors and / or their subcontractors for this project, a Contractor’s Pollution Liability Policy (CPL) shall be provided.

The CPL shall include, but not be limited to coverage for on site cleanup, bodily injury and / or property damage to third parties, Contractual liability, automobile liability for the transportation of materials to and from the project site, completed operations and a severability of interest clause.

The policy shall be issued on a project specific and occurrence basis dedicated exclusively to the project for the services rendered hereunder. The policy shall be renewed annually for the duration of the project and for a period of two years following termination of the Contract or the completion of the project. The minimum limits of liability dedicated to this project shall be as follows:

Each Occurrence	\$2,000,000
Annual Aggregate	\$5,000,000

THE ABOVE REQUIRED INSURANCE POLICY SHALL NAME THE NEW JERSEY TURNPIKE AUTHORITY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS AS ADDITIONAL INSURED.

C. UMBRELLA LIABILITY INSURANCE

Umbrella Liability Insurance is required with limits in excess of those underlying policies stated above with minimum limits as follows:

Minimum limit each occurrence and annual aggregate: \$3,000,000

THE ABOVE REQUIRED INSURANCE POLICY SHALL NAME THE NEW JERSEY TURNPIKE AUTHORITY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS AS ADDITIONAL INSURED.

SECTION V

STATEMENT OF QUALIFICATIONS

- A. All bids to be accompanied with current and accurate information to permit the Authority to determine each Contractor's qualifications. Information required to be submitted with the RFB include a minimum of the following:

FAILURE TO INCLUDE THE FOLLOWING MAY BE CAUSE FOR REJECTION

1. A notarized statement on Contractor's letterhead, signed by a Principal or Officer of the firm, indicating:

The Contractor shall collect, transport, store, recycle and/or dispose of all Authority waste in accordance with all applicable Federal and State Laws and regulations including, but not limited to, Federal and State Department of Transportation (DOT) regulations, Federal Environmental Protection (EPA) and New Jersey Department of Environmental Protection (NJDEP) Regulations, Federal Occupational Safety & Health (OSHA) regulations, New Jersey Bureau of Fire Safety regulations and those regulations which apply in all jurisdictions where the Contractor shall conduct business relating to the handling of Authority waste.
2. The number of years that the Contractor has been engaged in the business of collection, transportation, disposal and clean-up of hazardous waste/materials
3. A minimum of three (3) current and 3 former customers for whom the Contractor is providing or has provided similar equipment and services, including the following information, at a minimum: Company name, address, telephone number, email and name of technical contact person including an overview of the completed project.
4. Copies of all applicable Federal and State permits which authorize the Contractor to conduct all aspects of business associated with the collection, transportation, storage and disposal of hazardous and non-hazardous waste. All licenses/permits shall be included with the bid submission. If licenses/permits are not provided with bid submission, they must be furnished within 5 days upon request. **Failure to submit licenses/permits within the time frame noted may be cause for rejection.**

APPENDIX A
FACILITY LOCATIONS ON TURNPIKE
(Actual EPA ID Numbers to be Provided When Contract is Awarded)

1) Interchange 1 toll plaza at milepost 1.2, Deepwater, NJ 08023
2) John Fenwick Service Area 1N at milepost 5.4 northbound, Oldmans Township, NJ 08067
3) Clara Barton Service Area 1S at milepost 5.4 southbound, Oldmans Township, NJ 08067
4) Interchange 2 toll plaza at milepost 12.9, Swedesboro, NJ 08085
5) Maintenance District 1 at milepost 13.2 northbound, Swedesboro, NJ 08085
6) Interchange 3 toll plaza at milepost 26.1, Woodbury, NJ 08096.
7) Walt Whitman Service Area 3S at milepost 30.2 southbound, Camden, NJ 08101.
8) Interchange 4 toll plaza at milepost 34.5, Camden, NJ 08101
9) Maintenance District 2 at milepost 37.1 northbound, Mt. Laurel, NJ 08054
10) James Cooper Service Area 4N at milepost 39.4 northbound, Mt. Laurel, NJ 08054
11) Interchange 5 toll plaza at milepost 44.0, Mount Holly, NJ 08060
12) Interchange 6 toll plaza at milepost 0.1 PA Ext. , Florence, NJ 08518
13) Interchange 7 toll plaza at milepost 53.3, Bordentown, NJ 08505.
14) Maintenance District 3 at milepost 56.5 northbound, Crosswicks, NJ 08515.
15) Woodrow Wilson Service Area 6N at milepost 58.7, Hamilton Township, NJ 08650
16) Richard Stockton Service Area 6S at milepost 58.7, Hamilton, NJ 08330
17) Interchange 7A toll plaza at milepost 60.5, Allentown, NJ 08501.
18) Interchange 8 toll plaza at milepost 67.6, Hightstown, NJ 08520
19) Maintenance District 4 at Exit 8, Hightstown, NJ 08520
20) Molly Pitcher Service Area 7S at milepost 71.7, Cranbury, NJ 08512
21) Law Enforcement Center at milepost 71.7, Cranbury, NJ 085123
22) Interchange 8A toll plaza at milepost 73.7, Jamesburg, NJ 08831
23) Joyce Kilmer Service Area 8N at milepost 78.7, East Brunswick, NJ 08816
24) Maintenance District 5 at milepost 80.7 southbound (truck lane), Milltown, NJ 08850
25) Interchange 9 toll plaza at milepost 83.4, New Brunswick, NJ 07095
26) Interchange 10 toll plaza at milepost 88.3, Edison, NJ 008817
27) Maintenance District 5A at milepost 91.2 northbound (truck lane), Woodbridge, NJ 07095
28) Interchange 11 toll plaza at milepost 91.3, Woodbridge, NJ 07095
29) Thomas Edison Service Area 10 S at milepost 92.9, Woodbridge, NJ 07095
30) Grover Cleveland Service Area 10N at milepost 92.9, Sewaren, NJ 07077
31) Interchange 12 toll plaza at milepost 95.9, Carteret, NJ 07008
32) Interchange 13 toll plaza at milepost 99.4, Elizabeth, NJ 07207
33) Maintenance District 6 at milepost 101.7 northbound (truck lane), Elizabeth, NJ 07206
34) Interchange 13A toll plaza at milepost 101.7, Elizabeth, NJ 07206
35) Maintenance District 7 at Exit 14, Newark, NJ 07102.
36) Interchange 14 toll plaza at milepost 104.7, Newark, NJ 007102
37) Interchange 14A toll plaza at milepost 3.2, Bayonne, NJ 07002
38) EN Service Area at milepost HBE 5.3 northbound, Bayview, NJ 08721
39) Interchange 14B toll plaza at milepost 5.5, Jersey City, NJ 07032
40) Maintenance District 9 at Exit 14B, Jersey City, NJ 07303.
41) Interchange 14C toll plaza at milepost 5.8, Jersey City, NJ 07306
42) Interchange 15E toll plaza at milepost E 106.9, Newark, NJ 07102
43) Interchange 15W toll plaza at milepost W 108.7, Kearny, NJ 07032
44) Maintenance District 8 at milepost E 111 northbound, Secaucus, NJ 07094
45) Interchange 16/18E toll plaza at milepost E 112.0, Secaucus, NJ 07070
46) Alexander Hamilton Service Area 12S at milepost W 112 northbound, Secaucus, NJ 07094
47) Interchange 16W Toll Plaza at milepost W 112.6, Rutherford, NJ 07070
48) Maintenance District 10 at Exit 16W, East Rutherford, NJ 07073
49) Interchange 17E toll plaza at milepost E 112.3, Secaucus, NJ 07094
50) Interchange 18W toll plaza at milepost W 113.8, Carlstadt, NJ 07072
51) Vince Lombardi Service Area 13S at milepost W 116, East Rutherford, NJ 07073

APPENDIX B

FACILITY LOCATIONS ON PARKWAY

(Actual EPA ID Numbers to be Provided When Contract is Awarded)

1) Maintenance District 8 milepost 164.1 SB 501 From Rd. Paramus, NJ 07652
2) Maintenance District 7 milepost 156 NB 740 Rt. 46 West Clifton, NJ 07013
3) Maintenance District 6 milepost 136.7 SB New York Avenue Clark, NJ 07066
4) Maintenance District 5 milepost 116 SB Crawfords Corner & Everett Rd, Holmdel , NJ 07733
5) Maintenance District 3 milepost 67.7 NB 909 West Bay Avenue, Barnegat, NJ 08005
6) Maintenance District 2 milepost 41 SB Route 2 Absecon, NJ 08201
7) Maintenance District 1 milepost 13.8 SB 110 Avalon Blvd. Swainton, NJ 08210
8) Maintenance District Great Egg -----27.1 SB Great Egg, NJ 08223
9) Maintenance District Bass River -----52.9 Median Bass River, NJ 08224
10) Maintenance District Pleasant Plains----- 83.8 Median Toms River, NJ 08753
11) Maintenance District 4 Herbertsville----- 94.5 SB Brick, NJ 08723
12) Maintenance District Asbury -----104.2 Median Asbury, NJ 07712
13) Maintenance District Chevalier Ave----- 125 NB Sayreville, NJ 08872
14) Maintenance District 7U--- 142.7 NB 620 Glenwood Ave., Hillside, NJ 07205
15) Service Area---Oceanview (formerly Seaville) milepost 18.3
16) Service Area---Atlantic City (formerly Absecon) milepost 41.4
17) Service Area---Forked River milepost 76
18) Service Area---Monmouth (formerly Manasquan) milepost 100
19) Service Area---Cheesequake milepost 124
20) Service Area---Colonia South milepost 132.7
21) Service Area---Colonia North milepost 133.6
22) Service Area---Vauxhall North milepost 142.2
23) Service Area---Brookdale North/ South milepost 153
24) Service Area---Montvale milepost 171
25) Commuter Parking Lots---Interchange 10 Milepost 9.9 Cape May
26) Commuter Parking Lots---Interchange 25 milepost 25.3 Cape May
27) Commuter Parking Lots---Interchange 81 milepost 80.8 Bayville
28) Commuter Parking Lots---Interchange 91 West milepost 92.6 Brick
29) Commuter Parking Lots---Interchange 91 East milepost 92.6 Brick
30) Commuter Parking Lots---Interchange 98 milepost 98.2 Wall
31) Commuter Parking Lots---Interchange 105 milepost 106.4 Eatontown
32) Commuter Parking Lots---Interchange 109 (Red Bank South) milepost 110.1 Red Bank
33) Commuter Parking Lots---Interchange 109 (Red Bank North) milepost 110.1 Red Bank
34) Commuter Parking Lots---Interchange 109 (academy Bus Lot) milepost 110.1 Red Bank
35) Commuter Parking Lots---Telegraph Hill (South Overflow) milepost 116 Holmdel
36) Commuter Parking Lots---Interchange 120 milepost 120.9 Aberdeen
37) Facilities South ---Lakewood South Toll Ramp milepost 93 SB
38) Facilities South ---Lakewood North Toll Ramp milepost 93NB
39) Facilities South ---Lakehurst South Toll Ramp Interchange 88

APPENDIX B

CONTINUED

APPENDIX B FACILITY LOCATIONS ON PARKWAY

(Actual EPA ID Numbers to be Provided When Contract is Awarded)

40) Facilities South---Lakehurst North Toll Ramp Interchange 88
41) Facilities South---Toms River Toll Plaza milepost 84.7NB
42) Facilities South---Whitty Road milepost 84 (Toms River)
43) Facilities South---Dugan Lane milepost 84 (Toms River)
44) Facilities South---Berkeley North Toll Ramp milepost 77.5 NB
45) Facilities South---Berkeley South Toll Ramp milepost 78.3 SB
46) Facilities South---Lacey South Toll Ramp Interchange 74
47) Facilities South---Lacey North Toll Ramp Interchange 74
48) Facilities South---Barnegat Toll Plaza milepost 69
49) Facilities South---New Gretna Toll Plaza milepost 53.6 SB
50) Facilities South---Somers Point Toll Ramp Interchange 30
51) Facilities South---Great Egg Toll Plaza milepost 28.8 SB
52) Facilities South---J.B. Townsend, Shoemaker Holly Picnic Area milepost 22.9 Median (Cape May)
53) Facilities South---Cape May Toll Plaza milepost 19.4 SB
54) Facilities South---Wildwood South Toll Ramp milepost 04 SB
55) Facilities South---Wildwood North Toll Ramp milepost 04.8 NB
56) Facilities North---Pascack Valley Toll Plaza milepost 166.1 SB (Washington)
57) Facilities North---Paramus Toll Ramps N/S milepost 164.6
58) Facilities North---Radio Tower milepost 165 NB (Paramus)
59) Facilities North---Bloomfield State Police milepost 153.1 NB (Bloomfield)
60) Facilities North---Passaic South Toll Ramp milepost 154 SB (Clifton)
61) Facilities North---Passaic North Toll Ramp interchange 154.2 NB (Clifton)
62) Facilities North---Watchung North Toll Ramp milepost 152.5 NB (Bloomfield)
63) Facilities North---Watchung South Toll Ramp milepost 152.4 SB (Bloomfield)
64) Facilities North---Essex Toll Plaza milepost 150.6 SB (Bloomfield)
65) Facilities North---Bloomfield Ramps N/S milepost 149 (Bloomfield)
66) Facilities North---East Orange Toll Plaza milepost 146.9 NB
67) Facilities North---Union Ramp milepost 142 SB
68) Facilities North---Union Toll Plaza milepost 142.7 N/S
69) Facilities Central---Parkway Administration Building milepost 129 NB (Woodbridge)
70) Facilities Central---Raritan Toll Plaza North milepost 125.8 NB
71) Facilities Central---Raritan Toll Plaza South milepost 125.6 SB
72) Facilities Central---Aberdeen Facility milepost 119.2 NB
73) Facilities Central---Matawan Toll milepost 119 SB
74) Facilities Central---Keyport/Hazlet Toll Ramp Madison Street
75) Facilities Central---Telegraph Hill Park milepost 116 SB (Holmdel)
76) Facilities Central---Arts Center Complex (Not Maintained) milepost 116 (Holmdel)
77) Facilities Central---Vietnam Veterans Memorial Complex (Nor Maintained) milepost 116 (Holmdel)
78) Facilities Central---Reception Center Grounds Only milepost 116 (Holmdel)
79) Facilities Central---Celebrity House Grounds Only milepost 116 (Holmdel)
80) Facilities Central---Holmdel South Toll Ramp milepost 114 SB
81) Facilities Central---Holmdel North Toll Ramp milepost 113.7 NB
82) Facilities Central---Red Bank South Toll Ramp Woodland Drive
83) Facilities Central---Red Bank North Toll Ramp Newman Springs Road
84) Facilities Central---Lincroft State Police Newman Springs Road
85) Facilities Central---Eatontown Toll Ramp milepost 105 SB
86) Facilities Central---Asbury Park Toll Plaza milepost 104 NB
87) Facilities Central---Belmar Wall North Toll Ramp milepost 98.5 NB
88) Facilities Central---Belmar Wall South Toll Ramp milepost 98.5 SB
89) Facilities Central---Bricktown North Toll Ramp milepost 93 NB

QUALIFYING AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____, I _____,

_____ of _____,
The President, Vice President, Owner or Partner _____ Company

being first duly sworn, deposes and says:

1. That the _____ (Company) (Owner) wishes to be qualified to quote on the New Jersey Turnpike Authority Snow Plowing Contract, on the New Jersey Turnpike or the Garden State Parkway.
2. That _____ (Company) (Owner) wishes to demonstrate moral integrity in accordance with the Agreement and Specifications to be rendered herein.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state):
4. Deponent further states that neither the _____ Company, nor any of its Owners, Officers or Directors, have ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contentre to any violation of a Federal or State Criminal Statute; or ever engaged in a violation of any nature regarding work on contracts performed by it, including, but not limited to, OSHA, NJDOT and NJDEP violations, except as follows (if none, so state):
5. That any depository, Contractor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows (if none, so state):
7. That the undersigned, being authorized to act on behalf of _____ Company, certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying Statement and that the same are true to my knowledge.

8. That, if a Corporation, the corporation _____ incorporated in the State of New Jersey.
 (is, is not)
 If not a New Jersey Corporation, the corporation _____ authorized to do business in the
 (is, is not)
 State of New Jersey (attach Certificate of Authorization from Secretary of State).
9. That, in accordance with said Procedures as of the date of signing this Affidavit,
 _____ Company has not been disqualified from future bidding on any
 State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike
 Authority or any other independent Authority by reason of claiming its rights to withdraw a quote
 because of unilateral mistake, and has not been disqualified from future bidding on any State of New
 Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any
 other independent authority, for any other reason except as follows (if none, so state):
10. That this Contractor's Qualifying Statement is made to induce the New Jersey Turnpike Authority to
 accept qualifications knowing that the said New Jersey Turnpike Authority relies upon the truth of the
 statements therein contained.

 Company

Sworn and subscribed to before me this

_____ day of _____ 20_____

 Signature

 Notary Public

 Title

NOTE: Complete and Return With Quotation

New Jersey Turnpike Authority
Draft Agreement

REMOVAL AND DISPOSAL OF LIQUID HAZARDOUS/NON-HAZARDOUS WASTE ON
THE NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY
RM-164115

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 1 Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority") and _____, a corporation of the State of _____ having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the collection, transportation, and disposal of liquid hazardous/non-hazardous waste from Authority Facilities, in strict conformance with Specifications attached hereto and made a part hereof.

The term of this Agreement shall commence on the effective date and terminate one (1) year there-from, unless earlier terminated as provided in the Invitation to Bid/Request for Bids. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of his Subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, and subcontractors; or of the Authority, its officers, employees and agents, or of third persons, or through any improper or defective machinery, implements or appliances used in the Project; and he shall further defend it, so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man, or laborer who has performed work or furnished materials in or about the Project or by, or on account of, any claims or amount recovered for any infringement or patent, trademark or copyright.

Any such money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination, or rescission of this Contract

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

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Kim Schurman
Secretary to the Authority

BY _____
John Keller
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name
Title

BY _____
Name
Title

[Corporate Seal]



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.

B-1 Equal Pay Reporting Requirement Pursuant to N.J.S.A. 34:11-56.1 et seq.

Pursuant to the Diane B. Allen Equal Pay Act (*N.J.S.A. 34:11-56.1 et seq.*), any employer, regardless of the location of the employer, that enters into a contract with the Authority to provide any service that is not a public work as defined by *N.J.S.A. 34:11-56.25 (5)* must file annual Equal Pay Reports with the New Jersey Commissioner of Labor and Workforce Development, including information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity and job category. Forms and instructions for Equal Pay Reports have been adopted for services contractors, which forms must be filed annually by March 31 for the preceding year, using employment figures from any period in October through December. See <https://nj.gov/labor/equalpay.html>.

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.

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.

IV. BIDDER GUARANTEES AND MISCELLANEOUS CONTRACT REQUIREMENTS

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

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

- B. BID SECURITY**-Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to insure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.
- C. CONTRACT BOND**-The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.
- D. ELECTRONIC PAYMENT** - With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically and invoices should be emailed to: invoicefb@njta.com 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@njta.com

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

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

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

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

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

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

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

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

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

4. **Certificate and Endorsement Requirements**

Each of the above required policies shall contain the endorsements as stated below:

- (a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.
- (b) All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.
- (c) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

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

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

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

B. INDEMNIFICATION-Vendor agrees to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the vendor or the Authority, resulting from any act or omission or willful misconduct of the vendor or any of its officers, agents, sub-consultants, or employees

in any manner related to the subject matter of the contract. In the event that the vendor fails to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents, and each and every one of them, in accordance with this Section, any money due to the vendor under and by virtue of the contract as shall be considered necessary by the Authority may be retained by the Authority and held until any and all liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the contract.

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

VI. DELIVERY REQUIREMENTS

- A. DELIVERY DATE**-A FIRM delivery date must be stated on the bid. Statements such as “stock” or “immediate” are not acceptable. Where the RFB calls for delivery within a specified time, it shall be indicated in the bid whether delivery will be made within the time specified.
- B. F.O.B.**-Price shall include delivery to the Authority F.O.B. destination, freight paid to any destination on the New Jersey Turnpike or Garden State Parkway. No additional charge will be allowed for any transportation cost resulting from partial shipments made at vendor’s convenience when a single shipment is ordered. Prices quoted are firm throughout the term of the contract for complete delivery of quantities specified.

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

C. DELIVERY-Upon award of the contract:

1. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions stated in the RFB.
2. Deliveries may be set on a scheduled basis as arranged between the Authority and the vendor. It shall be the responsibility of the vendor to maintain an adequate supply stock.
3. The vendor will be responsible, at the point of delivery, for the delivery of material in such quality and condition as required by Paragraph IV.A. hereof and in accordance with good commercial practice.
4. Items delivered must be strictly in accordance with those bid upon.
5. As applicable, bidders must state in the space provided on the RFB/bid solicitation documents the number of days required to make delivery after notification to ship.
6. In the event delivery is not made within the number of days stipulated, the Authority may purchase the required material from any available source. The difference in price, if any, will be paid by the vendor failing to meet its commitments.

VII. OTHER TERMS AND CONDITIONS

- A. CONTRACT PERIOD-** Except as otherwise stated in the RFB, the term of the contract shall be for one (1) year, with the option to extend for two (2) one-year options, at the Authority's discretion, and with vendor's concurrence.
- B. EXTENSION OPTION-**If, in the opinion of the Director, it is in the best interest of the Authority to extend any contract beyond the original term, for a period of all or any part of a year, the vendor will be so notified of the Director's intent, prior to the expiration date of the existing contract. The Authority reserves the right to make up to two extensions of this contract for not more than one year each. If the extension is acceptable to the Authority at the original prices and on the original terms, notice will be given to the vendor by the Director in writing. If the original contract required a Contract Bond, a new Contract Bond must be submitted to cover the period of the extension. The same insurance requirements will be required for each extension period.
- C. TERMINATION OF CONTRACT-**The contract awarded may be terminated by the Authority at any time for inadequate or improper performance, or for breach of any terms, conditions, or obligations of the contract by the vendor, as determined by the Authority, or if the vendor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the vendor and the act of bankruptcy therein alleged is not denied by the vendor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate any contract for any reason provided written notice has been given by the Director to the vendor at least thirty (30) days prior to such proposed termination date.

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

- D. SCOPE-**The total quantities of any contract are estimated. There is no guarantee of any minimum quantity. It is understood and agreed that contract prices shall cover the quantities actually required and ordered by the Authority during the term of the contract, whether more or less than the approximate quantity stated.
- E. BIDDERS FACILITIES-**The Authority reserves the right to inspect the bidder's establishment before making an award.
- F. TESTING-**The Authority reserves the right to have the material tested prior to the award and during the contract by an independent testing laboratory, to determine if the material meets the specifications of the RFB. If required for testing purposes, the low bidder shall submit a reasonable quantity of the product as samples. If these samples prove satisfactory, the contract shall be awarded. If they do not prove satisfactory, a test shall be made of the next low bidder's sample, until satisfactory products are found to meet requirements. Should the laboratory find that any shipment does not meet specifications, the Authority shall have the right to reject same.
- G. INSPECTION-** All work done and supplies furnished shall be subject to inspection, testing and rejection by the Authority, or its representatives, at all times and places, both during manufacture and at destination. After award of the contract, should the result of any test or inspections show that the material supplied fails to meet the requirements of the Authority, the material shall be rejected and immediately replaced by the vendor. Rejected supplies or materials will be returned at the vendor's risk, and all inspection, handling and transportation charges to and from the Authority's delivery site will be assumed by the vendor. The vendor shall bear any and all expenses resulting from delay caused by failure to meet test or inspection standards. Should the Authority for any reason decide to accept any shipment which fails to meet specifications, the Authority may make an appropriate price adjustment with regard to same.

- H. AWARDS**-Comparison of bids will be based on the total price stated in the bid and an award will be based on the total price, terms and delivery date given by the bidder. If the total price is found to have been incorrectly computed, discrepancies will be corrected by the Authority on the basis of the unit prices and a determination of the low bidder will be made on the basis of the corrected total price. The Authority shall not be liable for any failure on its part to detect or correct errors, and the Authority's action in connection therewith shall not give rise to any rights to the bidder.
- I. NOTICE TO VENDORS AND AUTHORITY DEPARTMENTS**-The Authority is authorized to order, and vendors are authorized to ship only those items covered by the contract. If a review of orders placed by the Authority reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned regardless of the time elapsed between the date of delivery and discovery of the violation. A full refund to the Authority by the vendor will be required.
- J RIGHT TO AUDIT**-Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least five (5) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.
1. In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.A.C. 17:44-2.2* - The vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.
- K. TAXES**-The Authority is exempt from Federal Excise Tax, New Jersey State Sales and Use Tax and other tax as applicable.
- L. TRANSFER OF BUSINESS**-It is understood by all parties that, if, during the term of the contract, the vendor disposes of its business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser.

M. INTERAGENCY COOPERATIVE PURCHASING-Pursuant to *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

NAME _____	DATE OF BIRTH _____	
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

NAME _____	DATE OF BIRTH _____	
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

NAME _____	DATE OF BIRTH _____	
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP _____

Attach Additional Sheets if Necessary.

PART 2 continued

PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

Attach Additional Sheets if Necessary.

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

CERTIFICATION

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

Signature

Date

Print Name and Title

FEIN/SSN

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

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

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

DEFINITIONS

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

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

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

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT F
SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Woman Business Enterprise (WBE), a Minority Business Enterprise (MBE), a Veteran Owned Business (VOB) or as a Disabled Veteran Owned Business (DVOB), 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 _____ VOB _____ DVOB _____

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]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J
PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT K
CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

Duly organized under the Laws of the _____

(An individual, a partnership, a corporation)

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

corporation duly organized under the Laws of the State of _____ and duly authorized to do business in the State of New Jersey and having a usual place of business at _____ as Surety, are holden and stand firmly bound and obligated unto the New Jersey Turnpike Authority, as Obligee, in the sum of _____ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named Principal did on the _____ day of _____, 201_____, 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 Carol Sabanos at (732) 750-5300, ext. 8149 or email her at achvendor@njta

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@njta

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: _____