

**THE NEW JERSEY TURNPIKE AUTHORITY  
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**

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

**TITLE: 2021 – 2024 SNOW REMOVAL AT VARIOUS LOCATIONS ON THE GARDEN  
STATE PARKWAY AND THE NEW JERSEY TURNPIKE**

**BID NO: RM-166232 REBID**

**DUE DATE: SEPTEMBER 23, 2021**

**TIME: 3:00 PM**

Please be advised that the public bid opening for Solicitation RM-166232 REBID which is scheduled for Thursday, September 23, 2021 at 3:00 PM will be by **CONFERENCE CALL ONLY**.

**Conference call details are as follows:**

**Dial-in Number: 646-992-2010**

**Access code: 2335 739 0444**

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.

**BIDDER INFORMATION (PLEASE PRINT)**

<hr/>	
NAME OF BIDDING ENTITY	
<hr/>	
ADDRESS	
<hr/>	
CITY, STATE AND ZIP CODE	
<hr/>	
E-MAIL ADDRESS	
<hr/>	
REPRESENTATIVE TO CONTACT-NAME & TITLE	TELEPHONE NO.
<hr/>	<hr/>
FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.	FAX NO.
<hr/>	<hr/>

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## **SECTION 1.0 INFORMATION FOR VENDORS (BIDDERS)**

### **1.1 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 ten days, excluding Saturdays, Sundays and holidays, 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 regarding public bid procurement.

### **1.2 BIDDER GUIDELINES**

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

- (a) 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. Bid opening will take place via teleconference call only. See Section 1.6.
- (b) 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.
- (c) 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.
- (d) 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.

### **1.3 BIDDER CHECKLIST**

#### **1.3.1 THIS RFB REQUIRES THE FOLLOWING COMPLETED FORMS, FOUND IN THE BID FILE. FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE BID.**

- (a) Bid Bond, Letter of Surety or a Cashier's Check for 10% of the amount Bid ☐
- (b) Ownership Disclosure Statement (Exhibit C, Instruction to Bidders page 22) ☒
- (c) Vendor Disclosure Form (Exhibit G, Instruction to Bidders page 31) ☒
- (d) Disclosure of Investment Activities in Iran (Exhibit G-1, Instruction to Bidders page 32) ☒
- (e) Qualification Questionnaire ☒
- (f) Qualifying Affidavit ☒
- (g) Notification of Intent to Subcontract ☒

#### **1.3.2 TO FACILITATE THE CONTRACT AWARD PROCESS, THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.**

- (a) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒
- (b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒
- (c) SBE/WBE/MBE Certificates and Form ☒

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

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

- (a) Mandatory Equal Employment Opportunity Language ☒
- (b) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
- (c) State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117 ☒
- (d) Notice to All Bidders of Set-Off for State Tax ☒
- (e) Insurance Certificate - See Umbrella Liability Requirements (Page 24) ☒
- (f) State of New Jersey Division of Business Registration Certificate ☒
- (g) Instruction and agreement for Direct Payment (ACH) ☒

#### **1.3.5 Bidder must sign the Bid ☒**

## **1.4 CAUSES FOR REJECTION OF BID**

**1.4.1** In compliance with statutory and decisional law, the New Jersey Turnpike Authority reserves the right to reject any bid in its sole discretion deemed not to be in its best interest, including but not limited to the following reasons:

- if the bid fails to conform to the essential requirements of the bid documents or is incomplete;
- if bid prices are deemed to be excessive;
- if conditions, restrictions or limitations are attached to the bid;
- if upon inspection, the Director of Operations finds the Bidder's equipment to be unacceptable in his sole discretion;
- if the bidder has performed unsatisfactorily on past or current contracts; or
- if an area or the bid solicitation has been cancelled.
- Noncompliance with any requirement set forth in 1.3.1 above.

**1.4.2** At the end of each season, a Performance Evaluation will be completed for each Contractor. If performance is deemed unsatisfactory, the Authority reserves the right to cancel the contract and suspend any unsatisfactory Contractor from bidding on any future snow removal requirements for a minimum of three years.

## **1.5 CONTRACT BOND**

A Contract Bond will be required from the successful bidder(s) for the contract value listed on the bid sheets of the areas awarded after the Notice of Award. The Contract Bond shall be on the New Jersey Turnpike Authority form, fully executed by the Contractor and the bonding company, licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.

**The Contract Bond amounts for each Contract will be 10% of the Contract Value as listed on the Bid Sheets herein.**

## **1.6 REQUEST FOR BIDS**

**Please be advised that the public bid opening for Solicitation RM-166232 REBID which is scheduled for Thursday, September 23 at 3:00 PM will be by CONFERENCE CALL ONLY.**

**Conference call details are as follows:**

**Dial-in Number: 646-992-2010**

**Access code: 2335 739 0444**

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.

## **1.7 INTENTION**

It is the intention of the Authority to issue a Purchase Agreement for the procurement of **2021 – 2024 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW JERSEY TURNPIKE**. Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for three (3) years with the option to extend for two (2) additional one (1) year terms at the Authority's discretion and Contractor's concurrence. Any questions regarding this procurement contract, please contact: Christine Noble at [noble@njta.com](mailto:noble@njta.com).

## **1.8 BID SHEET INSTRUCTIONS**

1.8.1 Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority relating to this Request for Bids (collectively, “Bid Documents”). Prospective 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. Any written request for interpretation or correction shall be directed to Christine Noble at [noble@njta.com](mailto:noble@njta.com)

**1.8.2** If necessary, an interpretation or correction shall be issued by the Director of Procurement as an Addendum and emailed to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least five business days prior to the bid opening date.**

Only written interpretations or corrections issued by the Buyer by Addendum shall be binding.

**1.8.3** 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 Buyer of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where “Exceptions” are permitted.

**Bidders must supply a price for every item listed per area. Bids not having a price in all listed items per area may be rejected. The bid will be awarded to the responsible and responsive bidder(s) who supplies the lowest total cost for ALL items per area as listed in the bid. The value of each area is an estimate and is not guaranteed.**

**Bidders must quote only one price per line item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected.**

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. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

**1.8.4 AWARD WILL BE MADE TO THE LOWEST, RESPONSIBLE AND RESPONSIVE BIDDER(S)  
FOR THE TOTAL ITEMS BID PER AREA.**

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

**noble@njta.com**

**NO LATER THAN 2:00 PM ON SEPTEMBER 15, 2021**

**Very truly yours,  
Dale Barnfield  
Director of Procurement and Materials Management**

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

## 1.9 QUALIFYING AFFIDAVIT

### Complete and Submit with Bid – REQUIRED DOCUMENT

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 bid 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  
(is, is not)

Jersey. If not a New Jersey Corporation, the corporation \_\_\_\_\_ authorized to do  
(is, is not)

Business in the State of New Jersey (attach Certificate of Authorization from Secretary of State).

2 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 bid 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):

3 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

**1.10 QUALIFICATIONS QUESTIONNAIRE**

**1.10.1 QUALIFICATION QUESTIONNAIRE - REQUIRED DOCUMENTS**

**2021 – 2024 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS  
LOCATIONS ON THE GARDEN STATE PARKWAY AND  
THE NEW JERSEY TURNPIKE**

**\*\*\*\* NOTE: Submit this Questionnaire (pgs. 11-15) with bid \*\*\*\***

Bidders must complete this Questionnaire in its entirety for each Contract being bid.

Name of Bidding Entity \_\_\_\_\_

Business Address \_\_\_\_\_ Phone# \_\_\_\_\_

Name of Contact/Representative \_\_\_\_\_

Business Address \_\_\_\_\_ Phone # \_\_\_\_\_

**List Two (2) State, Counties or Municipal Agencies for which you have provided similar services:**

Agency's Name: \_\_\_\_\_

Address \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone # \_\_\_\_\_

Agency's Name: \_\_\_\_\_

Address \_\_\_\_\_

Contact Individual: \_\_\_\_\_ Phone # \_\_\_\_\_

**List the number of years' experience of the Bidding Entity in snow removal and salting services:**  
\_\_\_\_\_ Years

All equipment must be properly registered, insured, certified or permitted as per New Jersey Department of Motor Vehicle regulations, or regulatory agencies (e.g. ICC). (Actual equipment requirements can be found on Pages 24-26 of this RFB.) Submit the following information for each truck, grader and/or loader to be furnished on this contract. (Use the reverse side if additional space is required.) Bidders are further required to attach copies of all vehicle registrations and proof of insurance (for each vehicle listed) to this Questionnaire. If the Bidder intends to use subcontractors for the contract, the Bidder is required to submit the requested equipment information and attachments with the bid.

The Authority also reserves the right to inspect Bidder's equipment listed in the bid prior to award of contract. Within five (5) business days of the bid opening, Authority personnel may schedule an appointment with the Bidder to inspect all equipment that is proposed for the contract. The inspection will be conducted at one location on the Bidder's premises; however, additional locations may be considered at the Director's discretion. Thus, Bidder is responsible for having all equipment available at the agreed upon time and place.

The Authority reserves the right to request additional information if it is deemed necessary to clarify the Questionnaire.

Name and location(s) where Contractor's trucks and equipment will be stored:

---

The contract stipulates that each truck shall be furnished fully ballasted to achieve the 55,000, 30,000 or 16,000 pounds GVW depending on the specified vehicle weight class. Indicate the proposed description, quantity and location of the proposed ballast material:

Description: \_\_\_\_\_ Quantity: \_\_\_\_\_ Tons

Location of Stockpile: \_\_\_\_\_

Physical Address of Yard/Shop/Storage Area: \_\_\_\_\_

The Authority reserves the right to track the vehicles via a GPS that may be provided.

Does your firm track your equipment with an on-board GPS? \_\_\_\_\_

If so, would your firm be willing to share this information with the Authority so that the Authority can better manage snow storm events? \_\_\_\_\_

Name of GPS software \_\_\_\_\_

The contract further stipulates that all push frames shall be installed prior to October 1<sup>st</sup> of each winter season.

Do you have available shop equipment to facilitate these installations? Yes or No (please circle your answer).

**1.10.2 VEHICLE INFORMATION – REQUIRED DOCUMENT**

Make additional copies as needed and include with bid response.

<b>TRUCK NO. 1</b>	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

<b>TRUCK NO. 2</b>	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

<b>TRUCK NO. 3</b>	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

<b>TRUCK NO. 4</b>	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 5	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 6	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 7	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 8	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 9	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 10	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 11	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

TRUCK NO. 12	<b>Truck Make</b>	<b>Truck Model</b>	<b>Model Year</b>	<b>No. of Axles</b>
	<b>Vehicle Insurance Company</b>	<b>Insurance Policy No.</b>	<b>Insurance Exp. Date</b>	
	<b>Vehicle Registration No.</b>	<b>State of Registration</b>	<b>GVW Rating</b>	

### 1.11 NOTIFICATION OF INTENT TO SUBCONTRACT- REQUIRED DOCUMENT

**SNOW REMOVAL AND SALTING SERVICES – CONTRACT NO. \_\_\_\_\_**

Pursuant to Section VII of the Instructions to Bidders, in the event that the Bidder proposes to subcontract any of its services to be performed under the resulting contract, the Bidder shall so state by providing the information requested below. In addition, it is the Bidder's responsibility to obtain from the proposed subcontractor and submit with the bid the same information demonstrating the subcontractor's compliance with the contract requirements. Specifically, the Bidder must submit the information and documentation required in the Questionnaire (Pages 11-15 of this RFB) for each proposed subcontractor, such as proof of insurance and other vehicle information. If a proposed subcontractor cannot comply with the insurance requirements (Section V of the Instructions to Bidders) then such subcontractor shall be added under the Contractor's policies as an additional insured. **Failure to submit the completed information within one (1) business day of the bid opening will result in bid rejection.** In addition, the subcontractor's equipment will be subject to the same inspection as the Bidder's equipment as stated in the Questionnaire.

**Please list below; the proposed subcontractor's name, address, telephone number(s) and e-mail information. In addition, indicate whether the subcontractor is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE). If the subcontractor is designated as a SBE, MBE or WBE then attach proof such designation to the Notification.**

	<b>Subcontractor's Name</b>		
	<b>Business Address</b>		
	<b>Point of Contact &amp; Title</b>		
	<b>Email Address</b>	<b>Office Number</b>	<b>Fax Number</b>
	<b>Is the Subcontractor Registered with the State of New Jersey as a Small Business Enterprise (SBE)?</b>	<b>Is the Subcontractor Certified as a Minority Business Enterprise (MBE) or a Women's Business Enterprise (WBE)?</b> <i>Select all that apply</i>	
Y / N	<input type="checkbox"/> Certified Minority Business Enterprise (MBE) <input type="checkbox"/> Woman Business Enterprise (WBE)		

**IF ADDITIONAL SUBCONTRACTOR FORMS ARE REQUIRED, PLEASE MAKE A COPY.**

**1.12 2021 – 2024 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW JERSEY TURNPIKE**

**DRAFT AGREEMENT**  
**FOR**  
**RM # 166232 REBID**

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of: **2021-2024 Snow Removal and Salting Services at various locations on the Garden State Parkway and the New Jersey Turnpike** specified in this Agreement in strict conformance with the Invitation to Bid/Request for Bids and the Instruction to Bidders attached hereto and made a part hereof.

The term of this Agreement shall commence on the effective date and terminate three (3) years 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 its 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 services, 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 services; and the Contractor shall further defend, if so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, 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 services 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 the Agreement 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 Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the services, payments for the actual quantity of authorized work performed, as provided in the Invitation to Bid/Request for Bids, at the prices for the services 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 Invitation to Bid/Request for Bids, 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

[Corporate Seal]

BY\_\_\_\_\_  
John M. Keller  
Executive Director

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

[Corporate Seal]

BY\_\_\_\_\_  
Name  
Title

**2.0     SECTION 2 - SPECIFICATIONS FOR 2021 – 2024 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW JERSEY TURNPIKE**

**These Specifications set forth mandatory material contractual terms that the Authority deems necessary for the safe and successful completion of the services required under the Request for Bid. Failure by a Bidder to comply with any specification herein shall be grounds for rejection of the Bid or, in the case of a Contractor after award, a material breach of the contract.**

**2.1     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

DIRECTOR - Director of Operations of the Authority or his respective duly designated representative, acting within the scope of the authority vested in him.

PROJECT - The entire scope of work to be performed under the Contract, including the furnishing and doing of all things necessary or proper therefore or incidental thereto.

HOLIDAY - The following days shall be considered Holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Thanksgiving Day  
Christmas Day  
Easter Sunday

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

MAINTENANCE DEPARTMENT REPRESENTATIVE – Authority's designated point of contact.

ROADWAY - The New Jersey Turnpike or the Garden State Parkway

SNOW SEASON – October 15<sup>th</sup> through April 15<sup>th</sup> of each calendar year for the term of the Contract.

**2.2     EXECUTION OF CONTRACT AND CONTRACT BOND**

The Bidder to whom the Contract(s) has been awarded shall within ten (10) days of the date of Notification of Award:

**2.2.1** Execute and deliver to the Authority three (3) originals of the Contract.

**2.2.2** Execute and deliver to the Authority an original Contract Bond on the Authority's form in a sum not less than 10% of the amount listed on each bid sheet per area. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with,

furnish and maintain other Surety satisfactory to the Authority. The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

### **2.3. TERM OF CONTRACT AND BID PRICES**

For plow trucks, salt spreaders, loaders, and pickups or other vehicles with arrow boards, the contract period shall be a (3) three-year contract from **October 15, 2021 through April 15, 2024**. The Authority reserves the right to extend the contract for two additional one-year periods with the concurrence of the Contractor.

The bidder's prices shall remain firm for **one (1) year**. Succeeding years of the contract will be adjusted yearly based on the Consumer Price Index (CPI) as designated in the average CPI for the combined New York City/Northern New Jersey and Philadelphia/Southern New Jersey areas, however, the maximum increase permitted for any year of the contract shall be five percent (5%).

The benchmark for calculation purposes shall be the difference in the CPI from the previous base year and calculated yearly for each contract thereafter with the year ending in April. The bidder's prices shall remain firm for **one (1) year**. Should the average CPI decrease between the completed contract year and the next year of the contract, the Contractor's rate shall remain the same for the up-coming year of the contract as the most recently completed contract year, i.e., there will be no decrease.

### **2.4 ADDING/DELETING LOCATIONS**

The Authority reserves the right to add or delete locations. All alterations in terms of adding locations to the contract will be made in accordance with the rates already awarded to the contract upon approval by the Director. The Contractor will be notified in writing within seven (7) days of any added or deleted locations.

### **2.5 MANDATORY MEETING AFTER AWARD**

A meeting to review the snow removal procedures with Staff from the Authority's Maintenance Section of Operations will be arranged prior to the snow season. This meeting will be held in-person or virtually depending on prevailing safety guidelines at the time of the meeting. All operations regarding prevailing Roadway procedures will be discussed. Failure to attend this meeting (in-person or virtually) may be considered a breach of contract. If so, the Authority reserves the right to rescind the contract. **No payment will be made for attendance at this required meeting.**

### **2.6 INSURANCE REQUIREMENTS**

**2.6.1** The Contractor shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the "Instructions to Bidders" attached hereto. In addition to the insurance requirements in Sections V of the "Instruction to Bidders", the Contractor shall provide the following:

**2.6.2 UMBRELLA LIABILITY INSURANCE.** Umbrella liability insurance is required with minimum limits as follows: \$3 million minimum limit each occurrence and \$3 million - annual aggregate. The policy shall name the New Jersey Turnpike Authority, its Commissioners, officers, employees and agents as additional insured.

### **2.7 ACCIDENT REPORTS**

The Contractor shall report within 24 hours, in writing to the Director all accidents arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause deaths, personal injury or property damage, giving full details and statements of witnesses. **In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Director.**

If any claim is made by a third person against the Contractor from any accident, the Contractor shall promptly report to the Director the matter in writing giving full details of the claim.

## **2.8 COMMENCEMENT OF WORK**

The Contractor shall commence work immediately upon notification by the Director in accordance with provisions included hereinafter, using the required number of equipment. The work shall be prosecuted diligently without delay from the start to the completion of the snow removal operation.

## **2.9 DAILY REPORTS**

The Authority reserves the right to expect Contractors to utilize any automated time and/or geographical system implemented by the Authority during the Contract. The purposes of such include, but are not limited to; properly recording hours worked, verification of invoices, payment and location during any weather-related event.

The Contractor shall submit a report of its operations for each 24 - hour period from midnight to midnight and shall indicate therein the time of employees and equipment engaged. Forms for such reports will be supplied by the Authority and all information requested shall be furnished. Reports shall be signed by the Contractor's Supervisor and shall be delivered to the Director daily.

It must be fully understood that whenever the Contractor receives a call-out to provide snow plowing and/or salting services, the required minimum amount of equipment, personnel, and supervision shall be ready to begin operations at the designated assembly location within the specified time listed throughout this RFB.

## **2.10 SNOW REMOVAL AND SALTING OPERATIONS**

Upon notification by the Director, the Contractor shall immediately secure the necessary personnel and equipment needed for snow removal and salting operations. The Director shall be contacted when all necessary personnel and equipment have been assembled for an order to proceed. Contractor personnel must not proceed without the express consent from the Director. Upon receipt of orders to proceed, teams shall be dispatched and operated in accordance with the assignment given by the Director. Prior to entering the Roadway, each vehicle shall be subject to inspection by the Authority for compliance of specified safety equipment and truck lighting, including ballasts (minimum of 55,000 GVW - except in areas where otherwise specified). All the requirements must be met prior to teams entering the Roadway.

Roadway shall be plowed and/or spread with salt the entire graded width of the Roadway, toll plazas, parking lots, rest areas, ramps, service areas, access roads to State Police facilities, and other commonly traveled areas between guiderail curb lines and gutters. Ramp connections to the Roadway and cut-throughs shall be cleared simultaneously with the operations on the Roadway as directed.

The Contractor shall provide relief drivers in accordance with Federal & State CDL maximum driving time regulations. Additionally, all relief drivers must have prior experience with snow removal operations and be familiar with the contract requirements for the location assigned. Contractors are required to submit a list of drivers and licenses, equal to 1.5 times the number of trucks required for the contract being bid.

In accordance with the specifications herein, the Contractor is required to regularly report work progress during weather events to the Director. Contractors will be informed of the actual method of team plow operations, including appropriate vertical clearances between the pavement and plow blades, by the Director. Basic snow plowing and salting operations will consist of a lead plow working the inside lane while the remaining plows follow in such a manner that they further push over the snow plowed by the preceding truck as well as additional snow.

In all cases, the Director will determine the extent of areas to be cleared during each stage of the operation and shall direct the distribution of equipment to expedite snow removal operations. Prior to commencing work, the Contractor MUST furnish a list of drivers to include operating and relief drivers to the Director. By submission of this document, the Contractor is verifying that the drivers whose names appear are holders of a valid Commercial Driver's License (CDL).

## **2.11 CONTRACTOR RESPONSIBILITIES**

**2.11.1** The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract **without the prior written approval of the Authority.**

In the event any creditor or third person shall have claim against the Contractor's equipment, containing equipment of the Authority, and the Contractor believes his equipment will be repossessed, the Contractor shall immediately notify the Director that he has just cause to believe that his equipment shall be repossessed and he shall immediately detach the Authority's equipment from his equipment and the Authority shall, within 24 hours, promptly pick-up said equipment at the Contractor's premises.

In the event the Contractor, without just cause, has failed to notify the Director of the repossession or the impending repossession of its equipment, containing the Authority's equipment, and the Authority must institute legal proceedings against any Constable, Sheriff or third party Judgment Creditor, for repossession of its equipment, the Contractor agrees to reimburse the Authority for any and all losses and/or expenses sustained by the Authority in the recovery of its property.

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment from any claims what so ever.

The Contractor shall be responsible for any damage to Roadway property, caused by his negligence in the performance of work under this Contract, including, but not limited to equipment that may be furnished to the Contractor, guiderail, bridge parapets and railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the Authority reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this Contract.

The above paragraph shall not apply to damage sustained to Authority owned equipment due to ordinary wear and tear resulting from Contractor's snow removal operations under this contract.

**Note: The Contractor shall not use any equipment supplied by the Authority for any purpose other than snowplowing/salt spreading operations on the Roadway as covered by his contract. Should the Authority determine that the Contractor has utilized such equipment for non-Roadway use; the Authority reserves the right to rescind the contract and re-award to the next responsible bidder. In such instance, the defaulting Contractor shall be liable for any cost incurred between the substitute Contractor and the awarded Contractor for the provision of services.**

### **2.11.2 Contractor Personnel – Familiarity with Work**

It is the obligation of the bidder to ascertain for himself, his Superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this

contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his acceptance of all the specifications and field conditions.

### **2.11.3 Contractor Supervisor**

- A. The Contractor shall furnish a supervisor as indicated in the bid, which shall be responsible for the Contractor's entire operation and will answer directly to the Maintenance Department Representative. If the Contractor has more than one area, the Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed. The supervisor requirement shall only apply to spreader and plow teams. Snow removal contracts for service areas, toll plazas, state police buildings and other Authority facilities do not require a supervisor unless specifically stated in the accompanying contract description.

- B. **Mechanic Required**

The supervisor shall also assure that a mechanic(s) will be provided on site for the duration of the storm and that all Contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor and mechanic.

### **2.11.4 Communication and GPS**

- A. Contractor supervisor must have communication via cell phone or radio with each of the snow plow vehicles, backup vehicles, loaders, and salt spreaders. The Contractor's supervisor shall be available always with a cellular phone, to receive instructions from the Authority's representative for the coordination of plowing and salting operations. It will be the sole responsibility of the Contractor to supply all cell phones, including the cost.
- B. The Authority reserves the right to track all vehicles via a GPS Program that may be provided. The NJTA may assign a communication device (device) for both communication and vehicle tracking capability to each team. The device shall remain on, audible and in the vehicle always during snow plowing operations and/or spreading services.
- C. Failure to maintain communication, including, but not limited to, loss of GPS signal due to power failure caused by an uncharged device, during snow plowing and/or spreading operations may be deemed a breach of contract. The contractor will not be paid for any time during which the device is not in use, or non-operational due to the actions of the contractor, its employees or its subcontractors.
- D. The contractor shall be required to sign for each assigned device. Should any of the assigned devices are lost, stolen, destroyed or damaged beyond repair due to the contractor's negligence, the amount of the loss or value of the damaged equipment will be determined by the NJTA. The contractor shall be charged for the replacement cost of the equipment, less appropriate depreciation.

### **2.11.5 Maintenance and Protection of Traffic**

Traffic on Authority Roadways is under the direct supervision and control of the New Jersey State Police who will enforce traffic regulations. If the State Police or Director should notify the Contractor or his supervisor of any hazardous condition or violation of safety regulations, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the State Police before work is resumed. Turnpike regulations will be furnished upon request.

The attention of the Contractor is especially directed to the fact that his operations will be conducted under conditions incident to highway traffic and near thereto, and that all necessary precautions must be taken to safeguard such traffic. A minimum of interference is mandatory and all measures proposed to be taken shall be submitted to the Director for approval.

Note: Each piece of Contractor's equipment shall be identified clearly by name and address.

#### **2.11.6 Refueling**

1. The Contractor shall arrange to do all trucks, loaders and spreader box refueling within the specified area of responsibility by whatever means he determines. If fuel is not available to the Contractor from his own sources, the Authority will direct him to a fuel supply on the Roadway at the service areas or by means of portable gasoline/diesel fuel tanks and is responsible for all associated costs.

2. The "No time" provision for disabled vehicles (Section 2.18.6) shall also apply to excessive down time for refueling purposes. Contractors utilizing alternative fuel vehicles are required to manage refueling needs while continuously maintaining snow removal operations.

#### **2.12 VEHICLE/EQUIPMENT REQUIREMENTS**

**Any exceptions to Section 2.12 must be listed on the Exception Form to be considered.**

##### **2.12.1 Supervisory Pick-up Trucks**

Where applicable, in accordance to your bid, the Contractor's supervisor acts as coordinator for all Contract activities. THE SUPERVISOR SHALL NOT RIDE IN ANY OF THE SNOW PLOW VEHICLES.

Supervisor's pick-up trucks shall be equipped with at least two (2) alternately amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

Any Supervisor's truck that is not in accordance with the terms above will not be allowed on the Roadway. Thus, the Plow Team will not be allowed on the Roadway.

##### **2.12.2 Front End Loaders**

Each loader working at toll plazas and ramps shall have a minimum of two (2) strobe lights mounted on the unit with reflective striping on the sides and rear of the unit. Units must meet all current OSHA, PEOSHA, ANSI, National Traffic & Motor Vehicle Safety Acts and any other applicable standards and regulations. The Contractor's supervisors must be in radio and/or cellular phone contact with their own equipment operators always. ***One-time mobilization rates of \$500 drop off (beginning of snow season) and \$500 return from location (end of snow season) will apply to each loader stationed at contracted locations for the entire snow season (October 15th and April 15th).***

###### **2.12.2.1 3-4 Cubic Yard Bucket**

Loaders shall have a maximum width of 100" and shall be heavy duty, articulated, rubber tired, with a minimum 120 horsepower. Where indicated, the loaders shall be equipped with a snow pusher attachment having a minimum width of 192".

###### **2.12.2.2 2-3 Cubic Yard Bucket**

Loaders shall have a maximum width of 96" and shall be heavy duty, articulated, rubber tired, with a minimum 90 horsepower. Where indicated, the loaders shall be equipped with a snow pusher attachment having a minimum width of 144".

###### **2.12.2.3 5-7 Cubic Yard Bucket**

Loaders shall have a maximum width of 10'6" and shall be heavy duty, articulated, rubber tired, with a minimum 120 horsepower. Where indicated, the loaders shall be equipped with an Authority provided snow pusher attachment having a minimum width of 192". The loaders shall be utilized if and where directed.

### **2.12.3 Backup Vehicle**

The backup vehicle shall be a vehicle furnished with a truck-mounted flashing arrow board having minimum dimensions of three (3) feet by six (6) feet, mounted five (5) feet off the pavement. The vehicle shall be equipped with at least two (2) alternately amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

Each piece of Contractor's equipment must follow Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified on the Questionnaire Form. Lights or such other devices as required by the Authority, including but not limited to, strobe lights mounted on all trucks, equipment and pickups must be visible to all surrounding traffic.

### **2.13 EQUIPMENT PROVIDED TO THE CONTRACTOR (ONLY IF/WHEN APPLICABLE)**

The Authority may supply a front push frame, hydraulic pump, plow, and salt spreaders as required for each heavy-duty truck to be furnished by the Contractor. These items will be ready for Contractor pickup at designated locations on or about October 1<sup>st</sup>. The Contractor shall furnish all additional materials (including, but not limited to, all hoses, wiring and fluids) and perform all necessary work to attach the push frames, pumps, and other special lighting to his equipment to place them in satisfactory operating condition. All trucks and equipment shall be maintained in a fully operative condition between October 15th and April 15th of each season.

#### **2.13.1 Storage**

##### **(1) In-Season Storage**

During the snow season (October 15th thru April 15th), the Contractor shall store Authority-owned equipment at the Contractor's facility and in a satisfactory manner that will preclude damage.

##### **(2) Off-Season Storage**

The Contractor shall arrange to store equipment at the Contractor's facility and in a manner acceptable to the Authority.

Immediately after April 15th all the above-mentioned equipment furnished by the Authority shall be removed from the Contractor's trucks and at the Authority's discretion returned to the Authority by the Contractor to a location/location chosen by the Director of Maintenance or designee, unless off-season storage arrangements are successfully negotiated.

The Contractor shall return all Authority equipment by May 15th of the last year of their Contract.

#### **2.13.2 Hookup/Inspections**

The Authority may provide snowplows and spreaders, except where indicated, and all associated equipment for the mounting of snowplows and spreaders to the Contractor's truck. Contractors are responsible for picking up the equipment from the Authority premises. The attachment of the plow/spreader and associated equipment will be the responsibility of the Contractor. It will be the responsibility of the Contractor to remove the plow/spreader and associated equipment and return it to the point of pick up at the end of the contract.

The hookup of each snowplow consists primarily of a bumper and axle type mounting with an electric hydraulic pump.



Authority personnel will provide the necessary apparatus for each vehicle. The Contractor will make the necessary installation and removal of any apparatus at Contractor's location, not the Maintenance District Yard. All vehicles will be available for service from October 15<sup>th</sup> until April 15<sup>th</sup>.

#### **2.13.2.1 Hookup Payment**

The Authority will also compensate the Contractor a one-time yearly fee of \$300.00 per Authority plow and/or spreader mounted on his equipment each year provided that any/all deficiencies are repaired each year. However, the Contractor shall forfeit the \$300.00 yearly payment for each plow/spreader mounted on his equipment each year provided that any/all deficiencies are not corrected by the Contractor by August 15th of each year.

#### **2.13.2.2 Inspections**

The Contractor shall make the equipment available for inspection upon request. The Authority shall inspect all equipment issued to the Contractor for deficiencies in accordance with the following checklist:

- (1) Snow Plowing Equipment:
  - a) Check for any bent components.
  - b) Check all wear items:
    1. Blades
    2. skid Shoes
    3. Caster/Mushrooms, adjustments & operations
    4. Curb Bumpers
    5. Loose Plow Blade Bolts
  - c) Check trip cylinders and springs.
  - d) Check moldboard and snow shield for damage or corrosion.
  - e) Check semi-circle and A-frame for damage of corrosion.
  - f) Check pump, lines, lift cylinder, wiring, and hitch for operation and/or damage.
- (2) Salt Spreader Equipment:
  - a) Hoppers must be cleaned.
  - b) Conveyors and all bearings thoroughly greased.
  - c) Engines must be serviced.
  - d) Fuel tanks must be filled and fuel stabilizer added.
  - e) Check power supply and pump, motor and hydraulic hoses for operation and/or damage.
  - f) Corrosion prohibitive shall be applied to the spreader box and conveyors.

After inspection and checklist is reviewed by Authority personnel and proper authorization given, all required parts and materials for snowplows and spreaders will be supplied by the Authority.

Once deficiencies are identified by the Authority's representative and the Contractor, the Authority shall supply all parts and materials necessary to correct the noted deficient items.

A re-inspection shall be made on or about May 15<sup>th</sup> of each year by the Authority's representative and the Contractor at those facilities where the equipment has been stored by the Contractor in-between snow seasons. If repairs are not made, the Contractor will be liable for any parts, materials, and labor costs incurred by the Authority. The Authority shall be reimbursed for any such repairs via the annual retainage.

#### **2.14 Retainage**

The Authority shall retain 5% of the total amount due the Contractor for each storm worked on an annual basis.

This retainage is to provide the Authority with assurance that all Authority equipment issued to the Contractor shall be maintained in accordance with the specifications.

Such retainage shall be released to the Contractor annually upon the successful inspection no later than August 15th and/or return of all such equipment to the Authority at the designated maintenance yards.

Should the Authority incur any expenses for the repairs to such equipment, reimbursement to the Authority shall be affected via the annual retainage or via direct billing to the Contractor.

Additionally, this retainage will apply to all Contractors (plowing, spreaders and loaders) for any damages to Authority property. Prior to the release of any retainage, the Contractor shall certify all payments to sub-Contractors employed in the execution of these contracts have been made in full.

## **2.15 START/STOPPING (DEPLOYED) TIME**

**2.15.1** Deployed time commences at the indicated start time, includes any combination of standby and operating time, and ends at the indicated stop time. Whenever a Contractor is called for plowing/spreading, or standby, the time shall start when a full team is assembled and inspected in designated starting location to plow in their designated starting area. However, the Authority reserves the right to start with less than a full complement called out.

**2.15.2** The number of vehicles assigned to each team will be determined at the mandatory pre-season meeting. The Authority Representative will notify the Contractor's superintendent, who in turn shall notify each vehicle when operations are completed. Loaders will normally be assigned to plow snow at the designated plazas, service areas, or rest areas. Operating time will start when the loader commences plowing at the assigned plaza, service area or rest area.

**2.15.3** If, during plowing operations, a Loader is moved from its original assigned location to another location at the direction of Maintenance Department Representative, time related to travel will not be deducted and is considered operating time. The Maintenance Department Representative will notify the Loader operator when to return to its original designated snow removal starting location.

## **2.16 TIMING AND PAYMENT**

### **2.16.1 Operating Time**

The CPI index shall apply to the Standard Operating Time prices bid for all vehicles such as plow trucks, spreaders, loaders and supervisory vehicles. The number of operating hours for which payment will be made will be the number of hours each vehicle or piece of equipment is on the Roadway and engaged in snow removal operations. Payment for operating hours will be made for the quantity of hours as determined at the price bid for operating hour.

<b>Category</b>	<b>All-Inclusive Operating Hourly Rate</b>	<b>Time</b>
Loader	Hourly Rate Bid (not to exceed Operating Rate Cap of \$375)	Operating
Transportation	Standard Fixed Rate of \$375 per activation applies for delivery and pickup of Loaders	No Bid - Fixed
Arrow Board / Pickup	Standard Fixed Rate of \$200/\$220 Applies	No Bid - Fixed
Supervisor	Standard Fixed Rate of \$200/\$220 Applies	No Bid - Fixed

An OPERATING HOUR price in the Proposal shall include the cost of furnishing a heavy-duty truck, loader, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all necessary other work in connection therewith and incidental thereto. There is a fixed price of \$375.00 per activation for transportation (delivery and pickup) of loaders where indicated.

Standard Operating Time (Monday – Friday):

This will be the hourly bid price for standard time per vehicle or piece of equipment for each snow section. This hourly rate includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays (referenced under section 1.1).

**2.16.2 Premium Operating Time (Saturday, Sunday and Holidays):**

This will be a **flat hourly rate of (\$20.00) per hour, per vehicle, added to the Bidder's hourly bid price** for standard time **loaders, back up vehicles and supervisor vehicles**. This hourly rate will be the total amount paid for the work performed on Saturdays, Sundays and observed holidays (referenced under section 1.1). The CPI index for Premium Time in any year after the first year of the contract shall be calculated as follows: (Last year's Standard Operating Time for vehicle type X CPI %) \$20.

**2.16.3 Supervisor Time**

The Contractor shall furnish a supervisor as indicated in the contract, who shall be responsible for the Contractor's entire operation and will answer directly to the Operations Department Representative. The Contractor shall furnish supervisors as required by the Operations Department Representative per area. If the Contractor has more than one area, the Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

The Contractor shall also assure that a mechanic(s) will be provided on site for the duration of the storm and that all Contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor, mechanic, or driver.

The Monday through Friday Standard rate to be paid for each Contractor's supervisor with vehicle shall be two-hundred dollars (\$200.00) per hour, with fractions of hours being calculated on a 1/4-hour basis.

**2.16.4 Standby Time**

The CPI index shall apply to the Standard Standby Time prices for all vehicles such as plow trucks, spreaders, loaders, arrow boards and supervisory vehicles. The number of standby hours for which pay will be made will be the total number of hours each vehicle or piece of equipment, including drivers, is on a standby basis as ordered by the Director, either in the Contractor's yard or in the maintenance area to which it is assigned. Standby time will be paid only for equipment fully manned, all equipment hooked up, inspected and ready for immediate operation.

Category	Standby Hourly Rate	Time
Loader	50% of \$375 Operating Rate Cap (\$187.5)	Any
Arrow Board	Standard Fixed Rate of \$200/\$220 Applies	N/A
Supervisor	Standard Fixed Rate of \$200/\$220 Applies	N/A

Standby rate will apply to **all** Contractor equipment. The number of standby hours for which payment will be made will be the total number of hours each specified piece of equipment, including drivers/operators on a standby basis as directed by the Maintenance Department Representative in the maintenance area to which it is assigned.

Payment for **Regular Standby Hours** (Monday through Friday), will be made for the quantity of hours, as above determined at 50% of the Loader Cap Rate. **Premium Standby Hours** (Saturday, Sunday, and Holidays) will be paid at an additional \$20 per hour above regular standby hours for **Loaders, Arrow Boards and Supervisor Vehicles**. The price includes the cost of furnishing the specified equipment, drivers and/or operators, other labor, materials, fuel, oil, ballast, repairs, maintenance, transportation and all costs and expenses, with fractions of hours being calculated on a one-quarter (1/4) hour basis.

#### **2.16.5 Meal Time**

The Contractor will be allowed one-half (1/2) hour per plow team per six hours of "Operating" time for meals. This one-half (1/2) hour period will be included in the "Operating" time to be paid by the Authority.

#### **2.16.6 Disabled Vehicles**

No time will be allowed for vehicles which become disabled and are unable to continue operating, or for the time consumed in repair work in cumulative excess of one hour for any eight (8) hour period. No time will be allowed for vehicles with arrow boards, loaders, plow trucks and spreaders, which become disabled and are unable to continue operating for time consumed in repair exceeds one hour. It is the Contractors responsibility to supply all necessary tools to accommodate all repairs. The Authority does not guarantee the use of a vehicle bay for repairs. The "No time" provision shall also apply to excessive down time for refueling purposes.

If mutually agreed, the Authority shall render such repairs to the Contractor's equipment.

In those cases where it has been agreed that the Authority will repair the equipment, if the repairs are completed within one hour, the Contractor shall be charged for all Authority labor and materials involved. In addition, the Contractor will be paid for time out of service, with fractions of hours calculated on a half-hour basis. If repairs exceed one hour, the Contractor shall be charged for all Authority labor and materials **and will not be paid for time out of service.**

Spare vehicles (where required) are detailed in the specifications for each location. Where indicated, the Contractor is required to have a spare vehicle in the fleet to ensure a full team is available in the event of a break down. No time will be allowed for Spare vehicles as they are not an addition but intended only to replace another truck within the specified plow or spreader team.

#### **2.16.7 Call-Out Minimum**

Payment will be made for a minimum of eight (8) hours of either operating time or standby time, or a combination thereof when the Contractor is issued a call-out and reports ready for work at the Contractor's designated location. Standby time will be paid only when all designated trucks and other equipment are fully manned, inspected and ready for immediate operation.

#### **2.16.8 Commencement of Work**

The Contractor shall commence work immediately upon notification by the Director or designee in accordance with provisions included hereinafter, using the required amount of equipment. The work shall be completed diligently without delay from the start to the close of the snow removal operation.

#### **2.16.9 Arrival Time – Default**

The normal call out will begin with the notification to the Contractor of the anticipated need for manned snow removal equipment. The Contractor will be required to deliver their equipment and personnel within two (2) hours to their designated area after a call out by the Authority. However, in the event the Contractor has been previously notified when there is a high probability of serious storm conditions, and that their services could be needed, they will then be required to deliver their equipment within one (1) hour of the actual call out. Should the Contractor fail to comply with the specified times, the Authority reserves the right to hire any available equipment and personnel on an emergency basis and charge the Contractor for any difference in price. The Contractor shall be penalized the hourly rate for each piece of absent equipment for each hour the team is incomplete. If the Authority utilizes a late-arriving Contractor, the Authority will not guarantee eight (8) hours pay for that vehicle but shall pay only for the time the vehicle is present (Standby) or working (Operating).

Failure to meet time requirements referenced above shall result in the following:

- **First offence:** The Contractor shall be given a written notice.
- **Second offence:** The Contract may be terminated.

#### **2.16.10 Minimum Compensation**

The Contractor is guaranteed to receive a specified minimum compensation per year under this contract. This guaranteed minimum compensation per year shall be calculated at \$1,500.00 times the number of plow trucks (including spare plow trucks if requested in the individual contract) and loaders (if applicable) committed under this contract as detailed below, even if his vehicles are not called out or work insufficient hours during that year to generate that compensation under the contract rates. This is **not** an additional payment beyond the call-out compensation, but is a guarantee that the Contractor will receive that specified minimum compensation per year:

**Example Minimum Compensation Schedule**

<b>CONTRACT NO.</b>	<b>PLOW TRUCKS</b>	<b>SPARES</b>	<b>LOADERS</b>	<b>BACK-UP VEHICLES</b>	<b>TOTAL NO OF VEHICLES</b>	<b>GUARANTEED AMOUNT</b>
Contract #XXXXXX	6	1	0	0	7	\$10,500.00

#### **2.17 INVOICING**

##### **2.17.1 All bills must be submitted by area and contract number**

All accounts payable/invoicing requests submitted to the Authority by the Contractor shall be submitted on official Contractor invoice forms along with the Contractor's Time Sheet, which must be signed by both an Authority representative and Contractor supervisor. This shall be in accordance with the Authority's normal accounts payable procedures and requirements. The Contractor's invoice shall list all facilities serviced and their corresponding service charge itemized in sufficient detail to enable the Authority to match each component charge to the corresponding line items as described on the bid sheet (See "A. Invoice Example"). All Contractor invoices shall reflect the services rendered. Under no circumstances will the Authority prepay for services not rendered.

##### **2.17.2 Payment Procedure**

All invoices pertaining to snow removal must be submitted to:

**NEW JERSEY TURNPIKE AUTHORITY  
P O BOX 5042  
WOODBIDGE, NJ 07095-5042  
ATTN: NATALIA HERNANDEZ  
FINANCE DEPT/ACCOUNTS PAYABLE**

Invoices can also be e-mailed to: [invoicefb@njta.com](mailto:invoicefb@njta.com)

**Under no circumstances should invoices be sent and/or e-mailed to the Maintenance Department.** The Authority will not process invoices for payment until the Contractor has met all requirements as stated below.

All invoices shall include the following:

1. Contractor Name
2. Contractor Remit to Address
3. Phone Number
4. Invoice Date
5. Invoice Number
6. Storm Date
7. Storm Event Number
8. Reference New or Existing Contract Number(s)/Work Location.
9. Hours Worked
10. Number of Trucks/Loaders/Arrow Boards as per rate sheet
11. Hourly Rate
12. Total Amount Due
13. Toll Reimbursement (if applicable) must be billed for each storm when submitting invoices and E-Z Pass back-up must be provided. Toll Reimbursements for any specific storm will not be paid after that storm's invoice is paid.
14. Total Hours for Standby and Operating should be listed separately. See Example A: Invoice Sheet

#### **2.17.3 Hookup**

Hookup payment must be billed on separate invoices including the following information:

1. Contract Number
2. Number of Trucks as per rate sheet
3. Number of Push Frames (NJTA owned)
4. Number of Spreaders (NJTA owned)
5. Total amount due (\$300 each NJTA owned hitch and spreader)
6. Hookup payments shall be released to the Contractor annually upon the successful inspection no later than August 15th and/or return of all such equipment to the Authority at the designated maintenance yards.

#### **2.17.4 Retainage**

Retainage withheld (if applicable) must be billed on separate invoices including the following information:

1. Contract Number
2. Invoice number retainage was deducted from
3. Storm date
4. Total amount due
5. The replacement cost of any damaged NJTA property (including but not limited to push frames, plows, spreaders and other NJTA property) will be deducted from the retainage due.

#### **2.17.5 E-Z Pass**

To better monitor operational expenditures, the Authority has modified the way in which snow removal Contractors will be provided Toll Free Passage for their vehicles **during operating hours only**. Contractors will be required to obtain and utilize their own E-Z Pass transponders for each piece of equipment. **The Authority will reimburse each Contractor for verified E-Z Pass usage with copies of their E-Z Pass Statements (by each event) and highlighting the applicable transactions related to their Services, thereby affording them toll free passage.** All E-Z Pass statements submitted shall be included with invoices. If the Contractor receives any Notices of E-Z Pass Violations related to performing Services, the Contractor should submit those Notices to the Authority. Such Notices will be dismissed based on verified performance of Services.

#### **2.17.6 Separate District Costs**

In cases where Contractors are operating out of two or more yards, a separate bill **MUST** be rendered for each yard. In no case shall bills, time reports, payrolls, receipts or any other data be consolidated.

#### **2.17.7 ACH Payments**

Successful Contractors will be required to receive their payment(s) electronically via automatic deposit from the Authority. See Exhibit M in the “Instructions to Bidders” (attached) or the Authority’s website at <http://https://www.njta.com/doing-business/goods-and-services>.

**ALL INVOICES FOR SNOW PLOWING SERVICES MUST BE SUBMITTED TO ACCOUNTS PAYABLE PRIOR TO APRIL 30TH OF EACH YEAR.**

**EXAMPLE A: INVOICE SHEET**

The invoice template will be provided in Excel to each vendor prior to October 15<sup>th</sup> annually.

NEW JERSEY TURNPIKE AUTHORITY  
SNOW AND ICE CONTROL OPERATIONS  
CONTRACTOR INVOICE SHEET

CONTRACTOR NAME:		CONTRACTOR ADDRESS									
NEW CONTRACT ID:											
OLD CONTRACT ID:		STORM EVENT #:				DISTRICT:					
STORM START DATE:		RESPONSE LEVEL:				ACTIVATION TIME IN:					
STORM END DATE:		CHARLIE TEAM #:				RELEASE TIME OUT:					
STAGING LOCATION		WORK LOCATION				SUBMITTED BY					
Description	Number of Units	Day 1		Day 2		Day 3		Total Hours	2019-2020 Rate	Amount	
		Standby Hours	Operating Hours	Standby Hours	Operating Hours	Standby Hours	Operating Hours				
Standby Hours M-F - # Trucks	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Standby Hours M-F - # Supervisor	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Standby Hours S/S/H- # Trucks	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Standby Hours S/S/H- # Supervisor	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Operating Hours M-F # Trucks	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Operating Hours M-F # Supervisor	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Operating Hours S/S/H- # Trucks	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Operating Hours S/S/H- # Supervisor	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Standby Hours M-F - # Loaders		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Standby Hours M-F - # Arrowboards		0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Standby Hours S/S/H- # Loaders	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Standby Hours S/S/H- # Arrow Boards	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Operating Hours M-F # Loaders	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Operating Hours M-F # Arrow Boards	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Operating Hours S/S/H- # Loaders	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Operating Hours S/S/H- # Arrow Boards	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	
Down Time								0.00			
Down Time Totals	0.00							0.00			
<b>TOTALS</b>		0.00	0.00	0.00	0.00	0.00	0.00	0.00			
<b>5% RETAINAGE (DEDUCTION)</b>											
<b>INVOICE AMOUNT</b>											
NOTES: Insert any comments here regarding performance issues, excessive down time, accidents, damaged equipment, etc.											



## 2.18 BASIS OF AWARD

- Award will be made to the lowest, responsible and responsive bidder for the *All-Inclusive* Operating Hourly Rate Bid for each item bid per area. See example below.
- The maximum allowable Operating Hourly Bid Rate for Loaders is \$375.00.

### 2.18.1 EXAMPLE B: BID SHEET

(For Illustrative purposes only)

VENDOR (BIDDER) NAME:								
SECTION 3.1 PLOW AND SPREADER / PLOW TEAMS - GARDEN STATE PARKWAY								
LINE NO	CONTRACT NUMBER	CHARLIE TEAM ID	DESCRIPTION SAMPLE BID SHEET FOR ILLUSTRATIVE PURPOSES ONLY	QTY	UNIT	ALL-INCLUSIVE HOURLY OPERATING RATE - PLOW & SPREADER TRUCK	ALL-INCLUSIVE HOURLY OPERATING RATE - PLOW ONLY TRUCK	ALL-INCLUSIVE HOURLY OPERATING RATES COMBINED
1	PPS-1A-20	P-1A	1 Plow and Spreader Team MM 0 TO MM 14 - PMD1  5 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 3 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00
2	PPS-1B-20	P-1B	1 Plow and Spreader Team MM 13 TO MM 30 - PMD1  5 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 3 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00
3	PPS-2A-20	P-2A	1 Plow and Spreader Team MM 30 TO MM 47 - PMD2  6 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 4 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00
4	SPS-2SA-20	P-2SA	1 Spreader Only Team INTERCHANGES 36 TO 38 - PMD2  4 Class 8 - 55,000 GVWR 4 Truck w/ NJTA supplied plow & spreader 1 Supervisor / Vehicle	1	HOUR	\$ 425.00		\$ 425.00
5	SPS-2SB-20	P-2SB	1 Spreader Only Team POORMANS PARKWAY (Between Rt. 539 & Stage Road/ PARALLEL TO MM 54.3N TO MM58.8N) - PMD2 2 Class 7 - 30,000 GVWR 2 Truck w/ Contractor supplied plow & spreader 1 Supervisor / Vehicle	1	HOUR	\$ 350.00		\$ 350.00
6	PPS-2B-20	P-2B	1 Plow and Spreader Team MM 46 TO MM 65 - PMD2  6 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 4 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 426.00	\$ 375.00	\$ 801.00
7	PPS-3A-20	P-3A	Plow and Spreader Team MM 63 TO MM 75 - PMD3  6 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 4 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00
8	PPS-3B-20	P-3B	1 Plow and Spreader Team MM 74.1 TO MM 89.2 - PMD3  6 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 4 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00
9	PPS-3C-20	P-3C	1 Plow and Spreader Team MM 88 TO MM 93 - PMD3  8 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 6 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00
10	PPS-4A-20	P-4A	1 Plow and Spreader Team MM 88 TO MM 100 - PMD4  8 Class 8 - 55,000 GVWR 2 Truck w/ NJTA supplied plow & spreader 6 Truck w/ NJTA supplied plow 1 Supervisor / Vehicle	1	HOUR	\$ 425.00	\$ 375.00	\$ 800.00

[illegible]

### **2.18.3 EQUIPMENT INSPECTIONS**

#### **Pre-Award Vehicle / Equipment Inspection Check List** **2021-2024 SNOW REMOVAL AND SALTING SERVICES**

##### **2.18.3.1 Required Vehicle Documentation Submitted with Bid Proposal**

1. Bidder must submit copies of vehicle registrations and proofs of insurance and meet all legal requirements.
2. Bidder must submit the exact number of vehicles required for each contract bid.
3. Only those vehicles with valid registration and insurance documents will be inspected.
4. Both the registered weight and manufacturers' gross vehicle weight rating (GVWR) must meet or exceed 55,000 lbs. or the relevant weight class per the specifications.
5. Only those vehicles with documentation submitted **at time of bid** will be inspected.
6. Failure to submit the documentation as required is cause for immediate rejection.
7. Only vendors meeting the above requirements will be scheduled for vehicle inspections.

##### **2.18.3.2 On-Site Inspection**

1. Bidder will be assigned a date and time for inspection at the Bidder's premises.
2. Inspections will occur Monday-Thursday between the hours of 8am and 2pm the week following the opening of bids and conducted at a single location.
3. Inspections are limited to those vehicles required for the contract(s) bid. Additional or alternate vehicles will not be inspected.
4. Vehicles will be inspected for the following:
  - a. Annual Heavy-duty diesel truck inspection certification – *N.J.A.C 13:20-26*
  - b. Annual New Jersey Diesel Emissions Inspection sticker – *N.J.A.C. 13:20-46*
  - c. Overall vehicle condition
  - d. Tires
  - e. Legally required Vehicle lighting
  - f. Required Amber Warning lighting
  - g. Required Plow lighting
  - h. Suitability for the specified purpose (capable of carrying spreader or ballast)
5. The Authority Inspection Team will include representatives from: Procurement, Automotive, Maintenance and Snow Operations. Vehicles may be subject to inspection by the NJSP Commercial Vehicle Inspection Unit (CVI).

##### **2.18.3.3 Waiver**

The Authority retains the right to waive the on-site inspection for incumbent vendors with existing snow removal contracts.

##### **2.18.3.4 Cure Period**

1. Any deficiencies revealed during the On-Site Inspection must be corrected and proof submitted to the Authority by 3:00 pm on the Monday following the inspection.
2. Proof may include repair orders, and invoices.
3. An on-site re-inspection (at the Authority's option)
4. Submit alternate vehicle meeting all requirements. Alternate vehicles must be fully compliant on the cure date to qualify, with no additional cure period provided.

**2.18.3.5 Pre-Award Vehicle / Equipment Inspection Check List**

Vendor Name		Date of Inspection	
Contract ID		Re-inspection Required	Yes / No

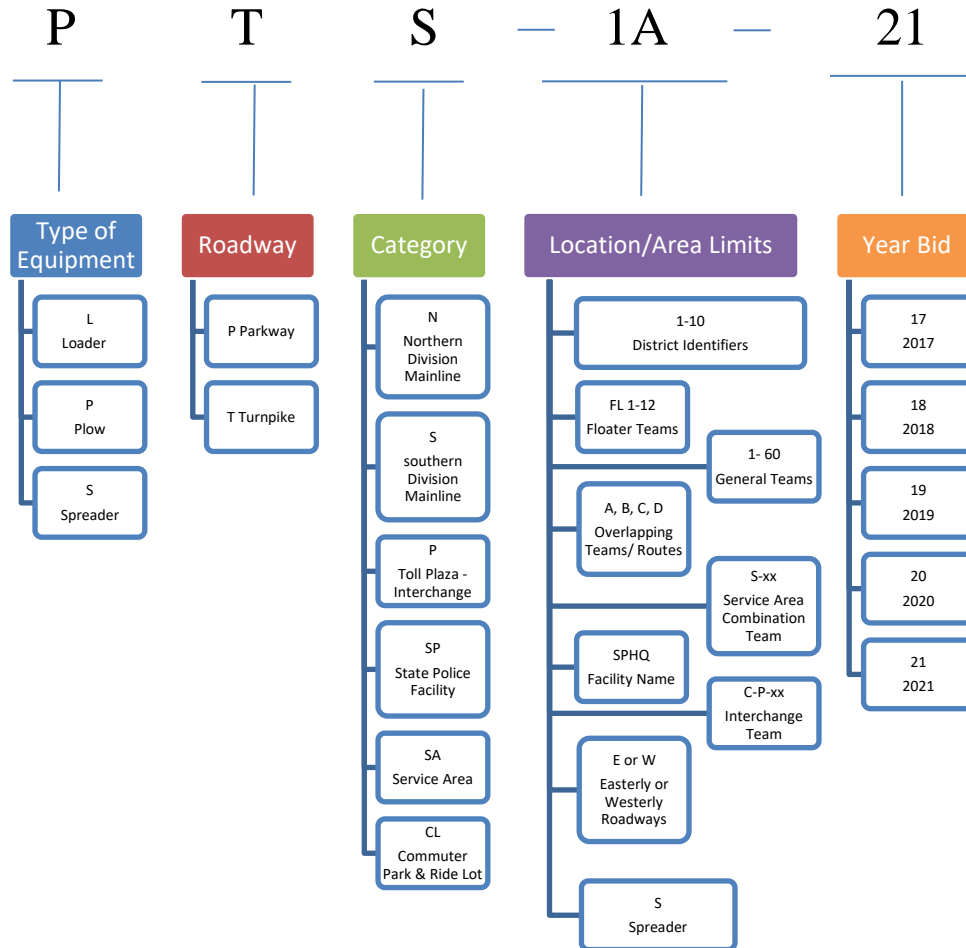
Vehicle Type	License Plate #	Vehicle Documentation Confirmation	Annual Heavy-duty Certification	Overall Vehicle Condition	Tires	Vehicle Lighting	Warning Lighting	Plow Lighting	Suitability	Pass or Fail

Cure Period

Vehicle Type	License Plate #	Vehicle Documentation Confirmation	Annual Heavy-duty Certification	Overall Vehicle Condition	Tires	Vehicle Lighting	Warning Lighting	Plow Lighting	Suitability	Pass or Fail

## Snow Removal and Salting Services Contract Naming Convention

This standard naming convention was instituted for snow contracts beginning spring 2016 bid cycle. The current year 2021 changes will include district identifiers in the Location/Area Limits category.



### **3.0 SECTION 3 - INDIVIDUAL CONTRACT REQUIREMENTS AND BID FORMS**

#### **3.1 LOADER SERVICES AT AUTHORITY TOLL PLAZA FACILITIES**

##### **3.1.1 Parkway Toll Facilities**

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts. The work to be performed under any contract consists of furnishing the equipment and labor necessary for operations. Teams may be combined as needed due to road/weather conditions. However, the Authority reserves the right to move teams in the area as necessary to keep up with Roadway conditions.

**Notes on bidding:** Individual contract requirements are described in Lines 111 - 140 on the bid forms. Detailed requirements include:

- a. Type of team (Loader, etc.)
- b. Location description
- c. Quantity; Loader, Backup Arrowboard, NJTA pusher attachment, Supervisor
- d. Where indicated, Bidders' All Inclusive Hourly Operating Rate for Loader

##### **3.1.2 Turnpike Toll Facilities**

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts. The work to be performed under any contract consists of furnishing the equipment and labor necessary for operations. Teams may be combined as needed due to road/weather conditions. However, the Authority reserves the right to move teams in the area as necessary to keep up with Roadway conditions.

**Notes on bidding:** Individual contract requirements are described in Lines 141-170 on the bid forms. Detailed requirements include:

- a. Type of team (Loader, etc.)
- b. Location description
- c. Quantity; Loader, Backup Arrowboard, NJTA pusher attachment, Supervisor
- d. Where indicated, Bidders' All Inclusive Hourly Operating Rate for Loader

### 3.2 BID FORMS

Bid forms are organized in accordance with Section 3.1

Contractor Name:	
Contact Person:	
Contact Phone Number:	

SECTION 3.1 LOADER SERVICES - AT AUTHORITY TOLL PLAZA FACILITIES									
SECTION 3.1.1 PARKWAY TOLL PLAZA FACILITIES									
LINE NO	CONTRACT NUMBER	CHARLIE TEAM ID	DESCRIPTION		QTY	UNIT		ALL-INCLUSIVE HOURLY OPERATING RATE – (1) LOADER ONLY	
1	LPP-28-21	C-P-28	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA GREAT EGG TOLL PLAZA MM28.9 – PMD1					
			2	Loader w/ 3-4 CY Bucket					
			2	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$32,000.00					
2	LPP-74-21	C-P-74	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 74 LACEY TOLLS – PMD3					
			2	Loader w/ 3-4 CY Bucket					
			2	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$32,000.00					
3	LPP-84-21	C-P-84	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 84 TOMS RIVER MM 84.8 N&S – PMD3					
			2	Loader w/ 3-4 CY Bucket					
			4	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$40,000.00					
4	LPP-105-21	C-P-105	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 105 EATONTOWN TOLLS – PMD5					
			2	Loader w/ 3-4 CY Bucket					
			2	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$32,000.00					

**Bid forms are organized in accordance with Section 3.1**

Contractor Name:	
Contact Person:	
Contact Phone Number:	

SECTION 3.1 LOADER SERVICES - AT AUTHORITY TOLL PLAZA FACILITIES									
SECTION 3.1.2 TURNPIKE TOLL PLAZA FACILITIES									
LINE NO	CONTRACT NUMBER	CHARLIE TEAM ID	DESCRIPTION		QTY	UNIT		ALL-INCLUSIVE HOURLY OPERATING RATE – (1) LOADER ONLY	
5	LTP-01-21	C-P-01	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 1 – TMD1					
			4	Loader w/ 3-4 CY Bucket & NJTA Pusher Attachment					
			4	Backup Vehicle w/ Arrow Board					
			1	Supervisor / Vehicle					
				Estimated annual contract value \$68,000.00					
6	LTP-02-21	C-P-02	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 2 – TMD1					
			1	Loader w/ 3-4 CY Bucket					
			1	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$16,000.00					
7	LTP-03-21	C-P-03	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 3 – TMD1					
			1	Loader w/ 3-4 CY Bucket					
			1	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$16,000.00					
8	LTP-04-21	C-P-04	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 4 – TMD2					
			1	Loader w/ 3-4 CY Bucket					
			1	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$16,000.00					



**Bid forms are organized in accordance with Section 3.1**

Contractor Name:	
Contact Person:	
Contact Phone Number:	

SECTION 3.1 LOADER SERVICES - AT AUTHORITY TOLL PLAZA FACILITIES									
SECTION 3.1.2 TURNPIKE TOLL PLAZA FACILITIES									
LINE NO	CONTRACT NUMBER	CHARLIE TEAM ID	DESCRIPTION		QTY	UNIT		ALL-INCLUSIVE HOURLY OPERATING RATE – (1) LOADER ONLY	
9	LTP-05-21	C-P-05	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 5 – TMD2					
			1	Loader w/ 3-4 CY Bucket					
			1	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$16,000.00					
10	LTP-06-21	C-P-06	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 6 – TMD3					
			4	Loader w/ 3-4 CY Bucket & NJTA Pusher Attachment					
			4	Backup Vehicle w/ Arrow Board					
			1	Supervisor / Vehicle					
				Estimated annual contract value \$68,000.00					
11	LTP-08-21	C-P-08	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 8 – TMD4					
			1	Loader w/ 3-4 CY Bucket					
			2	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$20,000.00					
12	LTP-09-21	C-P-09	1	Loader Team w / Backup Vehicles	1	HOUR			
				TOLL PLAZA INTERCHANGE 9 – TMD5					
			1	Loader w/ 3-4 CY Bucket					
			2	Backup Vehicle w/ Arrow Board					
				Estimated annual contract value \$20,000.00					

**END OF DOCUMENT**



## **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](http://www.elec.state.nj.us).

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

**F. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**-The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for "public work," as defined in *N.J.S.A.* 34:11-56.51, to be first registered with the Department of Labor and Workforce Development. No vendor or subcontractor, including lower tier subcontractors, shall engage in the performance of any public work subject to the contract unless they are registered pursuant to this Act. Bidders can submit a valid copy of their Public Works Contractor Registration Certificate and valid copies of the Registration Certificates for all subcontractors along with the bid, but the certificate(s) must be submitted prior to contract award. The Registration Certificate(s) shall be maintained at the worksite and shall be made readily available for inspection at any time. Pursuant to *N.J.S.A.* 34:11-56.55 applications for registration shall not be accepted as a substitute for a Registration Certificate for subcontractors.

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



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

**H. SMALL BUSINESS ENTERPRISE SET-ASIDE CONTRACT FOR GOODS AND SERVICES**

It is the policy of the Authority that small business enterprises (“SBE”) as determined and defined by the State of New Jersey, Division of Revenue and Enterprise Services (“Division”) in the Department of the Treasury (*N.J.A.C. 17:13-1.2*) have the opportunity to compete for and participate in the performance of contracts and subcontract for construction and for the purchase of goods and services. The Authority further requires that its contractors/vendors agree to take all necessary and responsible steps, in accordance with *N.J.S.A. 52:32-17 et seq.* and *N.J.A.C. 17:13-1 et seq.* to ensure that SBE’s have these opportunities, as an aid in meeting the commitment of its SBE Programs. When applicable the Authority will designate the contract as a SBE Set-Aside Contract. In such cases requests for bid proposals shall be confined to businesses registered with the Division as an SBE in either Category 1, 2, or 3. Bid proposals from businesses not designated as an SBE, when applicable, will be rejected.

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

- 1) No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
- 2) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- 3) No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in

which he has an interest within the meaning of *N.J.S.A. 52:13D-13g*. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- 4) No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- 5) No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- 6) The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate as stated above.

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

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

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

- L. MSDS REQUIREMENTS**-Any vendor, Vendor, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer's most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to *N.J.A.C. 8:59-2.2(i)*.
- M. LABELING REQUIREMENTS**-Any vendor, Vendor or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, *N.J.S.A. 34:5A-1 et seq.*, or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.
- N. VOC REQUIREMENTS**-Any architectural coating, as defined by *N.J.A.C. 7:27-23.2*, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection's Volatile Organic Compounds in Consumer Products (VCC) regulations, *N.J.A.C. 7:27-23.1 et seq.*
- O. COMPLIANCE WITH STATE AND FEDERAL LAWS**-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.
- P. SAFETY & HEALTH REQUIREMENTS**-The goods, services and/or equipment provided through the contract at issue shall be so designed and installed to meet all applicable federal and state safety and health regulations and national consensus standards including, but not limited to US DOL-OSHA, NJ LWD-PEOSHA, NFPA and ANSI standards
- Q. CHOICE OF LAW**-It is agreed and understood that any contract entered into and/or purchase orders placed as a result of any RFB issued by the Authority shall be governed and construed and the rights and obligations of the parties thereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

### **III. BID PREPARATION**

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

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

- B. CORRECTIONS**-Any correction of an entry made on the bid should be initialed by a duly authorized representative of the bidder. If the total price is found to be incorrectly computed, discrepancies will be corrected by the Authority on the basis of the written unit prices, and determination of the low bidder will be made on the basis of the correct total price so determined.
- C. BID PRICES**-All prices quoted shall be firm and not subject to increase during the term of the contract, unless otherwise specified in the RFB. Prices shall include transportation and delivery to the site designated by the Authority in the RFB. All delivery charges shall be borne by the vendor.
- D. PAYMENT TERMS**-The bidder shall state the terms, if any, requested for the Authority to make payment within a certain period of time after receipt of the bidder's invoice.
- E. ALTERNATES**-All items are to be quoted as specified in the RFB or as an approved equivalent. In those cases when an alternate product is offered, it is the bidder's responsibility to provide detailed specifications, brand, make and model of the alternate offered, in the bidder's response/bid submission. In the event a bidder fails to take exception to the published bid specifications, the Authority shall evaluate the bid as offering the specified product/service. The Authority shall determine, at its sole discretion, if any alternate product offered is acceptable as an approved equivalent.

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

#### **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](mailto: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](mailto: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<br>each occurrence combined single limit | \$2,000,000.00 |
| • Personal injury each occurrence  | \$2,000,000.00 |
| • General Aggregate  | \$2,000,000.00 |
| • Products Aggregate   | \$2,000,000.00 |
| • Fire Damage Legal Liability  | \$100,000.00   |
| • Medical Payments   | \$5,000.00     |

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

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

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

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

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

4. **Certificate and Endorsement Requirements**

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

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

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

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

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

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



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

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

## **VI. DELIVERY REQUIREMENTS**

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

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

**C. DELIVERY-**Upon award of the contract:

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

**VII. OTHER TERMS AND CONDITIONS**

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

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

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

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

**M. INTERAGENCY COOPERATIVE PURCHASING**-Pursuant to *N.J.S.A. 27:23-6.1(a)*, vendors may receive inquiries by the entities listed below, with respect to extending this contract to them based upon the same prices, terms and conditions:

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

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

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

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

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

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

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

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

- A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The Contractor or Subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time, and the Americans with Disabilities Act.
- E. The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
- F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the targeted employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
  - i. LETTER OF FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL
  - ii. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
  - iii. EMPLOYEE INFORMATION REPORT FORM AA302

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

Submitted by:

**Firm Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**EXHIBIT B**  
**AFFIRMATIVE ACTION INFORMATION SHEET**

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

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

YES\_\_\_\_\_ NO\_\_\_\_\_

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

**(OR)**

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

YES\_\_\_\_\_ NO\_\_\_\_\_

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

Certificate Number \_\_\_\_\_

**(OR)**

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

YES\_\_\_\_\_ NO\_\_\_\_\_

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

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

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

Signed\_\_\_\_\_ Date Signed \_\_\_\_\_

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

Bidder's Company Name \_\_\_\_\_

Address\_\_\_\_\_

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



**EXHIBIT C**  
**OWNERSHIP DISCLOSURE FORM**

BID SOLICITATION: \_\_\_\_\_ BIDDER/PROPOSER: \_\_\_\_\_

**PART 1**

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

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

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

YES ☐ NO ☐

**IF THE ANSWER TO QUESTION 1 IS “NO”, PLEASE SIGN AND DATE THE FORM.**

**IF THE ANSWER TO QUESTION 1 IS “YES”, PLEASE ANSWER QUESTIONS 2-4 BELOW.**

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

YES ☐ NO ☐

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

YES ☐ NO ☐

4. If your answer to Question 3 is “YES”, are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3?

YES ☐ NO ☐

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

## **PART 2**

### **PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2-4 ANSWERED AS “YES”.**

If you answered “YES” for questions 2, 3, or 4 you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Bidder/Proposer. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

#### **INDIVIDUALS**

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

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

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

**Attach Additional Sheets if Necessary.**

**PART 2 continued**

**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

<b>ENTITY NAME</b> _____		
<b>PARTNER NAME</b> _____		
<b>ADDRESS 1</b> _____		
<b>ADDRESS 2</b> _____		
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____

<b>ENTITY NAME</b> _____		
<b>PARTNER NAME</b> _____		
<b>ADDRESS 1</b> _____		
<b>ADDRESS 2</b> _____		
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____

<b>ENTITY NAME</b> _____		
<b>PARTNER NAME</b> _____		
<b>ADDRESS 1</b> _____		
<b>ADDRESS 2</b> _____		
<b>CITY</b> _____	<b>STATE</b> _____	<b>ZIP</b> _____

**Attach Additional Sheets if Necessary.**

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

## **CERTIFICATION**

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

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Signature

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Date

---

Print Name and Title

---

FEIN/SSN

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

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

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

**DEFINITIONS**

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

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

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

## **PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT**

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

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

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

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

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

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



**EXHIBIT F**  
**SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE**

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Woman Business Enterprise (WBE), 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 \_\_\_\_\_

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**CERTIFICATION**  
**MUST BE SIGNED BY BIDDER**

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

FULL NAME (print): \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT I**  
**LETTER OF SURETY**

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

\_\_\_\_\_ as PRINCIPAL: and

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

Two Thousand and \_\_\_\_\_.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

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WITNESS OR ATTEST:

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Principal

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[Corporate Seal]

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WITNESS OR ATTEST:

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Surety

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**EXHIBIT J**  
**PROPOSAL BOND**

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

\_\_\_\_\_ as PRINCIPAL: and

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

\_\_\_\_\_ Dollars and

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

Two Thousand and \_\_\_\_\_.

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

NOW, THEREFORE,

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

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

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



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

\_\_\_\_\_  
[Corporate Seal]

\_\_\_\_\_  
WITNESS OR ATTEST

\_\_\_\_\_  
Principal

\_\_\_\_\_  
[Corporate Seal]

\_\_\_\_\_  
WITNESS OR ATTEST:

\_\_\_\_\_  
Surety

**EXHIBIT K**  
**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_

Duly organized under the Laws of the \_\_\_\_\_

(An individual, a partnership, a corporation)

State of \_\_\_\_\_ and having a usual place of \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ as

Principal, and \_\_\_\_\_ a

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

as Surety, are holden and stand firmly bound and obligated unto the New Jersey Turnpike Authority, as Obligee, in the sum of \_\_\_\_\_ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 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](mailto: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](mailto:achvendor@njta)

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

Revised JP 02//2019

**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: \_\_\_\_\_