

NEW JERSEY TURNPIKE AUTHORITY

PREQUALIFICATION OF CONTRACTORS

FOR

**ROUTINE TOWING SERVICES ON VARIOUS AREAS OF THE
NEW JERSEY TURNPIKE**

AND/OR

**ROUTINE TOWING SERVICES AND EMERGENCY SERVICES
ON VARIOUS AREAS OF THE GARDEN STATE PARKWAY**

ISSUED: AUGUST 16, 2022

SUBMISSION DUE DATE: SEPTEMBER 20, 2022



TABLE OF CONTENTS

PREQUALIFICATION APPLICANT INFORMATION.....	3
PREQUALIFICATION APPLICATION CHECKLIST.....	5
INTRODUCTION.....	6
SECTION I - PREQUALIFICATION INSTRUCTIONS.....	8
SECTION II - ROUTINE TOWING REQUIREMENTS.....	11
SECTION III - PREQUALIFICATION CRITERIA.....	21
SECTION IV- INSURANCE AND INDEMNIFICATION.....	33
SECTION V- ADDITIONAL REQUIREMENTS.....	37
SECTION VI- EXHIBITS AND APPENDICES.....	40
EXHIBIT 1 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA.....	41
EXHIBIT 2 AFFIRMATIVE ACTION INFORMATION SHEET.....	42
EXHIBIT 3 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE.....	43
EXHIBIT 4 AFFIDAVIT OF MORAL INTEGRITY.....	45
EXHIBIT 5 SBE/MBE/WBE/VOB/DVOB FORM.....	47
EXHIBIT 6 OWNERSHIP DISCLOSURE FORM.....	48
EXHIBIT 7 AFFIDAVIT OF NON-COLLUSION.....	52
EXHIBIT 8 VENDOR DISCLOSURE FORM.....	53
EXHIBIT 9 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN.....	54
EXHIBIT 10 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, c.3.....	56
APPENDIX A-SERVICE PROVIDER LOCATIONS ON TURNPIKE.....	58
APPENDIX B-ZONE LOCATIONS ON GARDEN STATE PARKWAY.....	61
APPENDIX C-NEW JERSEY TURNPIKE RULE PROPOSAL.....	62
<u>N.J.A.C.</u> 19:9-3.1 PROPOSED TOWING RATES.....	62
<u>N.J.A.C.</u> 19:9-3.2 PROPOSED ROAD SERVICE RATES.....	62
APPENDIX D- ZONE FEES.....	71
APPENDIX E-PROCEDURE TO RESOLVE PROTESTED SOLICITATION AND AWARDS.....	72
APPENDIX F -MONTHLY AID REPOPT SUMMARY (“MARS”).....	73
APPENDIX G-ACCESS AGREEMENT-EQUIPMENT.....	74
APPENDIX H DRAFT AGREEMENT.....	77
APPENDIX I STATE CONTRACTOR POLITICAL CONTRIBUTIONS COMPLIANCE.....	83
APPENDIX J TOLL REIMBURSEMENT REQUEST FORM.....	86

THE FOREGOING DOCUMENTS MUST NOT BE STAPLED OR OTHERWISE PERMANENTLY BOUND WHEN SUBMITTING.

PREQUALIFICATION APPLICANT INFORMATION

***ZONE FOR WHICH APPLICANT IS SUBMITTING THIS PREQUALIFICATION APPLICATION:**

TURNPIKE: _____

PARKWAY: _____

SUBMITTED BY: _____
(Print Name of Applicant)

Address: _____
(Street Address of Garage Facility for which this Application is being submitted)

City, State and Zip Code: _____

Telephone No. _____ Fax No. _____

(Print Name/Title of person authorized to complete, sign and submit on behalf of Applicant)

Contact Information for above-authorized person:

Telephone No.: _____ Mobile No.: _____

Email address: _____ Fax No. _____

Applicant's Mailing address (If different than address listed above):

City, State and Zip Code: _____

Telephone No.: _____ Fax No.: _____

Check One: Corporation _____ Partnership _____ Sole Proprietor _____

If a Corporation:

Date of Incorporation: _____ State of Incorporation: _____

Federal Identification No.: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If a Partnership:

Type of Partnership (check one): General Limited Limited Liability

Date of Formation: _____ State of Formation: _____

Name and Address of Partners: (Attach additional sheets, if required, captioned "Partners – Continued")

* Approved applicants will be prequalified to bid on routine towing services on the Turnpike within designated "service provider locations" and to bid on routine towing and emergency services on the Parkway from designated "zones" (service provider locations and zones are referred to herein, collectively, as "Zones"). **Applicants who seek prequalification for more than one Zone must submit a separate prequalification application for each Zone.**

PREQUALIFICATION APPLICATION CHECKLIST

Applicant must fully respond to the requirements in this Prequalification Application. The following serves as a checklist of the information required to be submitted in order for an application to be deemed complete. The following items, if checked, must be completed and submitted by Applicant with each Application.

- | | |
|--|-------------------------------------|
| Prequalification Applicant Information | <input checked="" type="checkbox"/> |
| <u>Section I - Prequalification Instructions</u> | |
| <u>Section II - Routine Towing Requirements</u> | |
| <u>Section III – Towing Prequalification Criteria</u> | |
| A. Experience of Applicants/Personnel for Services | <input checked="" type="checkbox"/> |
| B. Location of Garage Facility | <input checked="" type="checkbox"/> |
| C. Equipment for Routine Towing Services | <input checked="" type="checkbox"/> |
| D. Garage Facility | <input checked="" type="checkbox"/> |
| E. Evidence of Financial Capacity | <input checked="" type="checkbox"/> |
| F. Client References | <input checked="" type="checkbox"/> |
| G. Garage and Equipment Inspections | <input checked="" type="checkbox"/> |
| H. Criminal Background Checks | <input checked="" type="checkbox"/> |
| <u>Section IV – Insurance and Indemnification</u> | |
| <u>Section V – Additional Requirements</u> | |
| <u>Section VI – Forms and Appendices</u> | |
| Exhibit 1: Acknowledgment of Receipt of Addenda | <input checked="" type="checkbox"/> |
| Exhibit 2: Affirmative Action Information Form | <input checked="" type="checkbox"/> |
| Exhibit 3: Mandatory Equal Employment Opportunity Language | <input checked="" type="checkbox"/> |
| Exhibit 4: Affidavit of Moral Integrity | <input checked="" type="checkbox"/> |
| Exhibit 5: SBE/MBE/WBE Form | <input checked="" type="checkbox"/> |
| Exhibit 6: Ownership Disclosure Form | <input checked="" type="checkbox"/> |
| Exhibit 7: Affidavit of Non-Collusion | <input checked="" type="checkbox"/> |

Applicants may submit their completed Prequalification Application electronically (preferred) or via hard copy. If submitting via hard copy, Applicants must submit one (1) original and three (3) copies of their completed Prequalification Application. Applicant herein certifies that the information provided in response to this Prequalification Application is true and accurate.

NAME OF APPLICANT

By: _____
(Signature of authorized person)

Date: _____

INTRODUCTION

This is a Prequalification Application issued by the New Jersey Turnpike Authority (hereinafter, “Authority”) to prequalify towing contractors to bid on Routine Towing Services for various areas on the New Jersey Turnpike (“Turnpike”) and on Routine Towing Services and Emergency Services¹ for various areas on the Garden State Parkway (“Parkway”) (collectively, the Turnpike and Parkway are referred to herein as the “Roadways”) (See “Appendix A” and “Appendix B”). Specifically, in order to submit a bid for Routine Towing Services and/or for Routine Towing Services and Emergency Services (collectively, “Services”) as and when such bids are solicited by the Authority, interested towing contractors must first be prequalified pursuant to this prequalification process.

The Authority intends to solicit bids from towing contractors prequalified through this prequalification process to perform Routine Towing Services on the Turnpike within designated “service provider locations” (See Appendix A for description) and to perform Routine Towing Services and Emergency Services on the Parkway within designated “zones” (See Appendix B for description) (collectively, “service provider locations” and “zones” are referred to herein as “Zones”). **The Authority is seeking to prequalify towing contractors who meet the prequalification requirements for the Zones listed in Appendix A and B.**

Upon successful completion of a subsequent bidding process, the number of contracts to be awarded per Zone is specified for the Turnpike as set forth in Appendix A, and for the Parkway as set forth in Appendix B. This is a suggested maximum number only. The Authority reserves the right to change the number of contracts to be awarded as necessary in the exercise of its sole discretion. The successful bidders (“Contractors” or “Successful Bidders”) for each Zone will be called upon to provide Services on a rotational basis. The contracts will commence on or about the date of award and shall be for five (5) years with the option to extend for two additional one-year terms at the Authority’s discretion and the Successful Bidder’s concurrence. A draft form of contract is set forth at Appendix H for informational purposes.

To offset administrative costs, the Authority has set an annual fee per Zone (“Zone Fee”) that must be remitted to the Authority by the Successful Bidders awarded the routine towing contract(s) for each Zone. **The Authority will not collect a percentage of Gross Receipts from Successful Bidders for routine towing services on the Roadways**, and no other fees shall be due to the Authority by Successful Bidders during the term of a contract, with the exception of any applicable tolls or toll violation fees, as set forth herein.

. Pursuant to a recent rule proposal by the Authority appearing in the March 7, 2022 issue of the *New Jersey Register* (attached hereto as Appendix C), the towing rates in N.J.A.C. 19:9-3.1 and road service rates in N.J.A.C. 19:9-3.2 will increase on the Roadways accordingly, upon adoption of the rule proposal. The Authority intends to issue a request for bids upon completion of this Prequalification Process and adoption of the rule proposal. Therefore, the rates charged by Successful Bidders for the Services shall not exceed the rates set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2 then in effect.

¹ Emergency Services are defined as those necessary repairs and adjustments that can be performed safely on the roadside, and include, but are not limited to, services such as a battery boost, provision of fuel, replacement of oil or water, and tire change.

Carefully read all sections of this Prequalification Application and respond where applicable. All completed Applications with all attachments must be submitted in accordance with the instructions in Section I, below, no later than 3:00 PM on TUESDAY, SEPTEMBER 20, 2022. Incomplete applications will not be considered.

Applicants may request to be prequalified for more than one Zone. In order to do so, Applicants must complete and submit a separate Prequalification Application for each Zone.

Applicants that own more than one garage facility may seek prequalification of more than one garage facility. Applicants must complete and submit a separate Prequalification Application for each garage facility.

The Authority limits the contracts to be awarded to each garage facility to one Zone per Roadway. Therefore, for each qualified garage facility, a Successful Bidder will be awarded no more than one contract on the Turnpike and one contract on the Parkway.

If an Applicant is prequalified for more than one Zone and is subsequently determined to be the lowest responsible bidder for more than one Zone using the same garage facility contrary to the standards set forth above, such Applicant shall be awarded a contract for only one Zone, which shall be selected by the Authority in its sole discretion.

If an Applicant has two or more separate garage facilities in one Zone and two or more of the garage facilities are prequalified in that Zone, the Applicant shall be awarded only one contract in the Zone if, in its sole discretion, the Authority determines it to be in the best interest of Roadway operations

SECTION I

PREQUALIFICATION INSTRUCTIONS

1. The purpose of this document is **only** to prequalify Applicants who wish to submit a bid for Services on the Roadways as and when bids are solicited by the Authority and shall not entitle any towing contractor to a contract to perform the Services. The Authority reserves the right to cancel or abandon this prequalification process if it determines that it would be in its best interest to do so.
2. All towing contractors interested in submitting bids to a subsequent solicitation of bids for the Services must first submit a completed Prequalification Application, including all documents required herein. The Authority shall review the responses to the Prequalification Applications and shall conduct the necessary inspections and interviews as required in the sole discretion of the Authority. The Authority reserves the right to request such additional information from towing contractors as may be deemed necessary. Once the Authority has completed its review of the responses and has completed the inspections, the Authority will notify each Applicant as to whether it has been prequalified and is eligible to participate in the subsequent bid process.
3. The Authority reserves the right to deny prequalification to any or all Applicants if, in the Authority's sole opinion, the Applicant(s) has failed to demonstrate the financial or operational capacity to perform the Services. The Authority also reserves the right to deny prequalification to any or all Applicants if they fail to meet any of the requirements set forth herein.
4. Any Applicant who is denied prequalification status, or any prequalified towing contractor who is disqualified for noncompliance with the Prequalification requirements or for any other valid reason, shall be entitled to file a protest in accordance with the procedures set forth in N.J.A.C. 19:9-2.12. A copy of that Regulation is attached hereto as Appendix E.
5. The Authority intends to solicit bids for Services only after the prequalification process herein has been finalized and all Applicants have been notified as to whether they have been prequalified or denied prequalification.
6. **A VIRTUAL PRE-SUBMISSION CONFERENCE WILL BE HELD REMOTELY AT THE DATE AND TIME SET FORTH BELOW. PARTICIPATION IS STRONGLY RECOMMENDED. QUESTIONS REGARDING THE PREQUALIFICATION APPLICATION MAY BE EMAILED TO THE AUTHORITY AT NOBLE@NJTA.COM NO LATER THAN THREE (3) BUSINESS DAYS PRIOR TO THE VIRTUAL PRE-SUBMISSION CONFERENCE. ALL EMAILED QUESTIONS OR COMMENTS SUBMITTED BY THAT TIME WILL BE READ AT THE PRE-SUBMISSION CONFERENCE AND ADDRESSED AS APPROPRIATE. ALL QUESTIONS SUBMITTED PRIOR TO THE PRE-SUBMISSION CONFERENCE OR POSED AT THE PRE-SUBMISSION CONFERENCE WILL BE RESPONDED TO IN WRITING BY THE AUTHORITY AND PROVIDED TO ALL APPLICANTS PRIOR TO THE DUE DATE FOR SUBMISSION OF PREQUALIFICATION APPLICATIONS.**

INSTRUCTIONS FOR ACCESSING THE VIRTUAL PRE-SUBMISSION CONFERENCE ARE PROVIDED BELOW.

THE VIRTUAL PRE-SUBMISSION CONFERENCE WILL BE HELD ON

DATE: AUGUST 30, 2022

TIME: 10:00 AM

INSTRUCTIONS FOR ACCESSING THE VIRTUAL PRE-SUBMISSION CONFERENCE:

Applicants must email Christine Noble at noble@njta.com at least THREE (3) business day before the Pre-Submission conference to receive Webex video conference access instructions.

The virtual pre-submission conference will be held via Webex. This will be a video conference that gives an overview of the Prequalification Application requirements. A recording of the webinar will also be posted on the Authority's website at www.njta.com shortly after the live session. Applicants are urged to virtually attend the live session. Any questions regarding accessing the Pre-Submission conference should be directed to Christine Noble at noble@njta.com.

PARTICIPANTS IN THE VIRTUAL PRE-SUBMISSION CONFERENCE MUST IDENTIFY ALL FACILITIES THEY ARE REPRESENTING.

7. **Inquiries**

In addition to submitting questions prior to and at the Pre-Submission Conference, as set forth above, Applicants may submit written inquiries concerning the Prequalification Application process. ONLY written inquiries will be accepted and shall be directed via regular mail to Dale Barfield, Director, Procurement and Materials Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042 or via email to noble@njta.com. **Email is preferred.** The inquiry deadline is AUGUST 6, 2022. Inquiries will not be entertained after this date and time. All timely written inquiries received, and the written responses provided by the Authority shall be provided to all Applicants participating in the process.

8. **Anticipated Prequalification Schedule**

Pre-Submission Conference Email Inquiries Due	<u>08/23/2022</u>
Pre-Submission Conference	<u>08/30/2022 AT 10:00 AM</u>
Written Inquiries Due	<u>09/06/2022</u>
Prequalification Application Due Date	<u>09/20/2022 BY 3:00 PM</u>

Applicants shall submit one (1) original and three (3) copies of their completed Prequalification Application, addressed to the attention of Dale Barnfield, Director, Procurement and Materials Management Department, as follows:

Regular Mail

New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority
1 Turnpike Plaza
Woodbridge, NJ 07095

Applications not received by the Authority by the above-stated time and date, or such later date and time if extended by the Authority pursuant to a written Addendum, shall not be considered but will be returned to the Applicant unopened.

Applicants who intend to mail hard copies of their Prequalification Applications should allow for sufficient mail delivery time to ensure timely receipt. Please be advised that using overnight / next-day delivery service does not guarantee overnight / next-day deliveries to our location.

SECTION II

ROUTINE TOWING REQUIREMENTS

Towing contractors must be able to demonstrate to the satisfaction of the Authority that they are thoroughly qualified and experienced in the towing and removal of vehicles on an interstate, toll or other roadway identified in Section III hereof, and that their respective garage has the facilities, equipment, and personnel to perform the Services required by the Authority. If awarded a contract by the Authority pursuant to a subsequent bidding process, **the Successful Bidder shall agree that the Services to be provided to the Authority under the contract will be given priority over any and all other contracts that the Successful Bidder may have with other public or private clients.**

Set forth below is a general description of the Authority's towing program and Services, including the minimum requirements of Successful Bidders for the provision of Services.

1. Except for certain companies holding commercial permits, only Successful Bidders holding a contract with the Authority will be authorized to tow vehicles from the Turnpike and/or the Parkway. Successful Bidders shall operate and perform Services under contract with the Authority only from the garage facility listed on their approved Prequalification Application (hereinafter "the Garage Facility").
2. Successful Bidders shall provide Services to Authority-owned and leased vehicles both on and off the Turnpike and/or the Parkway, as requested by the Authority. Authority-owned vehicles shall be towed to the locations requested by the Authority. Travel charges for towing off-roadway vehicles shall be calculated from the nearest interchange within the Successful Bidder's Zone to the point of disablement to the location requested by the Authority. Rates for tows of Authority-owned vehicles will be consistent with the Successful Bidder's bid rates for patron vehicles. Pursuant to a recent rule proposal appearing in the March 7, 2022 issue of the *New Jersey Register* (see Appendix C), Alternate Destination Tow rates for Class 1 and Class 2 vehicles will no longer be established pursuant to regulation, once the rule proposal is formally adopted. Therefore, it is anticipated that upon completion of this Prequalification process and before the Authority issues a request for bids to prequalified Applicants for the Services, the rules eliminating such Alternate Destination Tow rates from regulation by the Authority will have been adopted and in effect. However, Applicants are directed to Paragraph 17, below, regarding the procedures that will govern Alternate Destination Tows when the rates therefor are no longer controlled by regulation.
3. Calls to Successful Bidders for Services will be made on a rotational basis within each Zone, provided however, that the Authority reserves the right to call a Successful Bidder out of rotation (that is, to skip over a Successful Bidder and call upon the next in rotation) if the Authority determines that a Successful Bidder is unable or unwilling to respond to a service call as required under the contract, or if an Emergency Situation, as defined herein, is declared. Additionally, in the event of an Emergency Situation, the Authority reserves the right to call additional Successful Bidders from outside the Zone in which the emergency is declared. An "Emergency Situation" may include, but is not limited to (a) toll lane blockages, ramp blockages, interchange blockages and main line blockages arising out of or in any way connected to accidents, disabled vehicles or other traffic-causing incidents; (b) adverse weather conditions; and (c) any other traffic circumstances that would tend to unduly hinder

the ability of a Successful Bidder to timely respond to a service call. The declaration of an “Emergency Situation” shall be within the Authority’s discretion. It shall be the responsibility of the Authority’s Director of Operations or his designee and/or the New Jersey State Police to declare an “Emergency Situation.”

4. Under no circumstances shall a Successful Bidder provide service to any vehicle without first communicating with the Authority and being assigned an “Aid Number.”
5. Successful Bidders shall provide Services 24 hours a day, seven days a week, except as may be otherwise provided herein. Priority must be given to the Turnpike and/or Parkway calls. A manager or equivalent designee must be available 24 hours a day. Pagers and/or answering services are not acceptable. Failure or refusal to respond to a Turnpike and/or Parkway call will be considered a breach of contract and will be subject to disciplinary action.
6. Successful Bidders must respond immediately to a call for service on the Roadways and arrive at the site of the disabled vehicle within twenty-five (25) minutes of the initial call while adhering to all traffic safety laws. The Authority recognizes that there may be circumstances beyond a Successful Bidder’s control (e.g., weather or traffic conditions) that may prevent a Successful Bidder from complying with the 25-minute response requirement. However, if the Authority determines, in its reasonable discretion, that a Successful Bidder has an inexcusable pattern of non-compliance with the response time, the Successful Bidder may be subject to suspension or termination of the contract. In the event a Successful Bidder receives a call for Services but finds no disabled vehicle at the scene (“Dry Run”) or is unable to provide the anticipated Services through no fault of its own, the Successful Bidder will advise Operations at which time the Successful Bidder will be returned to the top of the Rotation List on the appropriate Roadway. The Authority reserves the right to confirm that a Dry Run has occurred.
7. Successful Bidders shall be responsible for coordinating with the Turnpike Operations Department - Emergency Services Division for the training of all of the Successful Bidder's employees who will respond to the Turnpike and/or Parkway calls. Training shall include, but not be limited to, safety, operation of equipment, communications and familiarization with the Roadways’ designations, policies, procedures and regulations. Successful Bidders’ tow vehicle drivers shall have been Traffic Incident Management Training (TIM) certified within one (1) year prior to award of a contract to Successful Bidders. Arrangements and instructions will be made by the Turnpike Operations Department – Emergency Services Division for proper identification of garage vehicles through the use of Authority decals and authorized garage registration numbers in accordance with N.J.S.A. 27:23-6.2. Contractors shall be responsible for knowledge of the Authority’s procedures, policies, and regulations regarding towing and emergency services as required by the contract.
8. **For towing service charges on the Turnpike and Parkway**, the towing rates to be charged by a Successful Bidder shall be the towing service charges bid by such Successful Bidder, which shall not exceed the maximum service charges established in N.J.A.C. 19:9-3.1, plus all applicable maximum per mile and other charges established in N.J.A.C. 19:9-3.1. In all other cases, the Successful Bidder shall charge only those amounts, or less, as are set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2, effective at the time of the provision of the Services.

For purposes of calculating per mile towing charges on the Turnpike, mileage shall be determined from the point at which the vehicle has become disabled to the exit designated for that Zone. For the purposes of calculating per mile towing charges on the Parkway, mileage shall be determined from the point at which the vehicle has become disabled to the exit closest to the Garage Facility. In either event, the Successful Bidder shall not charge a per mile charge or any other fees for towing services from the Roadway exit to the Garage Facility. Prior to rendering services, every Successful Bidder shall provide patrons with a written schedule of the towing service charge bid by the Successful Bidder, together with the applicable per mile towing charge, storage charge and any other charges relevant to the services to be provided consistent with N.J.A.C. 19:9-3.1.

For road services rendered on the Turnpike and Parkway, the road services rates to be charged by Successful Bidders shall be those established in N.J.A.C. 19:9-3.2. Every Successful Bidder shall provide patrons with a written schedule of fees for road services before providing such services. See N.J.S.A. 27:23-6.2. Successful Bidders shall additionally provide patrons with a written schedule of road services rates prior to providing such services to patrons.

The Successful Bidder shall not charge patrons any fees for services or charges related to routine towing and/or routine towing and emergency services other than those applicable fees that are expressly set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2. (Note that the towing service charge shall include all labor and material necessary for the tow off the Roadways to the Garage Facility as well as the clean-up and removal of all related debris). For example, the Successful Bidder shall not charge a fee to release a vehicle and shall not impose yard charges, site relocation charges, recovery charges, hazardous materials charges, administrative fees, miscellaneous service fees, credit card convenience fees or other service fees not expressly set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2. Note, specifically, that the Successful Bidder **shall not charge patrons any tolls. It will be considered a material breach of a contract if the Successful Bidder charges patrons any fees and charges other than those expressly authorized therein.**

If, during the term of any contract, the maximum Towing Service Charge rates set forth in N.J.A.C. 19:9-3.1(a)(1)(i) and (a)(2)(i) and (ii) are increased by the Authority in accordance with the Administrative Procedures Act, N.J.S.A. 52:14B-1, et seq., then the Successful Bidder may increase the Towing Service Charge bid and charged to patrons after the effective date of such regulatory increase by the same percentage as the regulatory increase. For example, if the maximum Towing Service Charge rates set forth in N.J.A.C. 19:9-3.1(a)(1)(i) and (a)(2)(i) and (ii) are increased by twenty percent (20%) during the term of any contract, then the Towing Service Charges charged to patrons by the Successful Bidder may be increased by twenty percent (20%) after the effective date of such regulatory increase. Additionally, if regulatory changes enact new fee restrictions, the Successful Bidder shall charge patrons in accordance with the new regulatory restrictions and requirements.

9. **Throughout the term of any contract, Successful Bidders must maintain a valid, active, and funded New Jersey E-ZPass account and maintain an E-ZPass transponder linked to that account in each vehicle used for services provided under the contract.** The Authority shall reimburse Successful Bidders for all verified toll charges incurred by the Successful Bidder's vehicles when responding to an authorized tow. In order to receive

reimbursement, the Successful Bidder shall submit to the Authority, on a monthly basis, a request for reimbursement, using the form "Toll Reimbursement Request," a sample of which is included herein as Appendix J, together with all documentation as may otherwise be reasonably requested by the Authority, evidencing that the tolls for which reimbursement is sought were incurred in performing an authorized tow on the Roadway. Upon review and verification of the accuracy of the request, the Authority shall reimburse the Successful Bidder for such tolls by crediting the Successful Bidder's E-Z-Pass account. Under no circumstances will the Authority reimburse Successful Bidders for any administrative fees or other charges related to an E-ZPass violation.

10. The Successful Bidder shall offer general passenger vehicle repair service ("General Repairs") at the Garage Facility. This includes, but is not limited to, towing to other locations and repair work. Garage facilities shall have adequate tools, bay space and inventory of parts to perform General Repairs on an assortment of passenger vehicles. By way of example only, General Repairs include but are not limited to repairs similar to those set forth in N.J.A.C. 19:9-3.2, as well as thermostat replacement, heater and/or hose repair, repair and replacement of belts and hoses, repair of radiator leaks and changing of fuel and oil filters. While the Authority acknowledges that it neither sets the rate for these services nor accepts a bid for same, the Successful Bidder must agree that any and all charges for services not specifically covered in the Authority's regulations (N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2), will be fair and equitable to Turnpike and Parkway patrons. The Successful Bidder shall further agree that any and all non-regulated charges shall be consistent with prevailing rates in New Jersey charged for similar services. Labor rates shall be clearly quoted and posted by the Successful Bidder for the patron's inspection and convenience. The Successful Bidder shall provide clear written estimates to patrons prior to vehicle diagnosis or repair. No work shall be commenced on the disabled vehicle without the written consent of the patron. If the needed repair cannot be performed at the Garage Facility and requires the vehicle to be transferred to another facility owned by the Successful Bidder, the patron must be advised and must agree to same. In the event the Roadway patron does agree to have repairs done at the second facility, there will be no charge to the patron for the transfer of the vehicle to the second facility.
11. The Authority, during certain extreme weather conditions or high-volume traffic periods, will occasionally require the Successful Bidder to station a towing vehicle on the Turnpike and/or Parkway for a specified time period ("Standby Services"). Likewise, under certain circumstances the Authority may call upon a Successful Bidder to perform non-towing services for which the Successful Bidder will invoice the Authority. These services may include, but not be limited to, the removal of fallen trees, unattended cargo, debris or tires, etc. Services shall be invoiced to the Authority at the Successful Bidder's bid rate for equipment requested. Failure of the Successful Bidder to provide Standby Services when called upon by the Authority will be considered a material breach of contract. The Authority shall pay the Successful Bidder an hourly rate for these time periods. The hourly rate to be paid by the Authority for non-towing Standby Services or Standby Services relating to Class 1 Vehicles on the Turnpike and/or the Parkway, shall be equal to the towing service charge bid by such Successful Bidder for routine towing services and/or routine towing services and emergency services for Class 1 Vehicles. The hourly rate to be paid by the Authority for Standby Services relating to vehicles with a registered gross vehicle weight of 15,000 lbs. or more on the Turnpike and/or the Parkway shall be equal to the towing service charge bid by the Successful Bidder for routine towing services and/or routine towing services and emergency services for such vehicles. Additional terms for Standby Services, including

length of services and designated locations, will be set by the Authority on an as needed basis and provided to the Successful Bidder. Standby Services will be mandatory. Under no circumstances shall patrons be charged for Standby Services.

12. Because of the vulnerability of patrons in need of towing assistance on the Roadways, and their reliance on the Authority to provide quick and reliable service, the Successful Bidder shall be dependable and well organized and demonstrate the kind of character and integrity required for services of this nature. The Successful Bidder's employees shall be polite, of good moral character and present a neat appearance at all times (conditions permitting) in a uniform that clearly identifies the Successful Bidder's name. The Garage Facility shall be neat, clean and orderly and be well maintained and clearly identified with a permanent sign bearing the Successful Bidder's name. The Successful Bidder shall be financially responsible and stable. The Successful Bidder's employees shall wear safety vests whenever they perform services on the Roadways.

Safety Vests shall meet the ANSI Specifications for American National Standard for High Visibility Safety Apparel. The vest shall have a minimum background area of 0.5m² (775 in²) material of either fluorescent yellow/green, florescent orange/red or florescent red in color and a minimum of 0.13m² (201 in²) retroreflective materials in a contrasting fluorescent color red, orange/red or yellow/green. The retroreflective material shall have contiguous areas encircling the torso, placed in such a manner to provide 360° of visibility.

13. The Successful Bidder shall at all times honor valid AAA memberships for payment, whether membership is demonstrated by physical or digital membership cards and must accept at least two (2) major credit cards for Services. The Authority reserves the right to amend the contract to require the Successful Bidder to accept Manufacturer Vehicle Maintenance Agreements for payment if the Authority enters into separate contracts for same.
14. The Successful Bidder shall maintain accurate records of all services performed on the Roadways. Such records are subject to audit by the Authority upon demand. In addition, the Successful Bidder shall provide patrons with itemized and legible receipts upon completion of Services. During the term of a contract, the Authority may require the Successful Bidder to utilize specific software for electronic billing, invoicing, dispatching, GPS and voice communications or other technologies as mandated by the Authority in its sole discretion, and the Authority may require the Successful Bidder to maintain a computer or smartphone or tablet with Internet access and a portable printer for this purpose. The Successful Bidder will need access to these devices simultaneously on the road and in their dispatch center. All expenses related to the Successful Bidder's implementation of the Authority-mandated system, including but not limited to all hardware, software, licenses, texting, data, and voice expenses, will be the sole responsibility of the Successful Bidder.

In the absence of an Authority-mandated electronic billing system, receipts provided to patrons must be Authority-approved. The Authority shall provide the Successful Bidder with a sample receipt form to be used by Contractor. It shall be the Successful Bidder's responsibility to have official receipt forms printed for the Successful Bidder's use. As to Alternate Destination Tows, the receipt must identify by name and address the alternate destination, the per mile rate for the Alternate Destination Tow, the mileage travelled to the alternate destination, and the total Alternate Destination Tow charge (both estimated and actual), all as more fully described in Paragraph 17 of this Section. The total Alternate

Destination Tow charge shall include no charges other than (i) the towing service charge bid by the Successful Bidder plus (ii) the product of the agreed-upon per mile rate multiplied by the actual mileage travelled to the alternate destination. The receipt must also include the estimated total charge provided to the patron prior to rendering any Alternate Destination Tow services. The receipt must clearly state that the patron can contact the New Jersey Turnpike/Garden State Parkway if there are any questions or complaints. Contact information for Authority Emergency Services must be included in the body of the receipt. Receipts for all services shall be provided to the Authority on a monthly basis.

The Successful Bidder must retain all receipts throughout the term of a contract for Services and for five (5) years thereafter pursuant to N.J.A.C. 52:15C-14(d) and N.J.A.C 17:44-2.2, which requires that all relevant records of private vendors or other persons entering into contracts with New Jersey public entities are subject to audit or review by the New Jersey Office of the State Comptroller (“OSC”). The Successful Proposer shall maintain all documentation related to the Services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the OSC and the Authority upon request. Every service provided to a Roadway patron shall be documented through dispatch by the Authority and by way of an invoice including the Aid Number.

The Successful Bidder must submit all documentation to the Authority for each month’s activities prior to the fifteenth of the subsequent month. Summary sheets for each month’s invoices shall be forwarded both electronically as well as by hard copy in an authorized form described in Appendix F.

The Successful Bidder is responsible for completing a receipt for Services for each and every call on the Roadways including calls where the Towing Charge is zero, based on a zero bid, using the approved receipt form. The receipt must be completed in its entirety. All services and repairs shall be identified, itemized in detail and any and all charges imposed on the patron must be included on this receipt. In the event a Successful Bidder is dispatched but no disabled vehicle is present (a “Dry Run”), the receipt shall be so marked, and copies shall be included with the Successful Bidder’s monthly submission. A “Dry Run” is subject to confirmation by the Roadway dispatcher.

No receipt shall be destroyed by a Successful Bidder for any reason. The Successful Bidder shall be held accountable for each numbered receipt. Receipts are to be prepared in four copies signed by the motorist and the Successful Bidder’s agent. Submission of towing expenses to AAA is considered payment for which a receipt must be completed. The Authority reserves the right to perform an audit of all receipts for calls on either the Turnpike or Parkway at any time. Any violation of this requirement or discrepancy between receipts submitted to the Authority and invoices provided to patrons shall be grounds for suspension or termination of a contract, in the sole discretion of the Authority.

15. The Successful Bidder shall accept State of New Jersey payment vouchers for services rendered to State-owned or leased vehicles that become disabled on the Turnpike and/or the Parkway.
16. The storage rates to be charged by a Successful Bidder shall not exceed those storage rates established in N.J.A.C. 19:9-3.1(b). The successful Bidder shall provide free storage for all towed vehicles for the timeframe set forth in N.J.A.C. 19:9-3.1(b) then in effect. Storage

begins when a vehicle arrives at the storage yard. Storage rates are to be charged for each 24-hour period following the initial period of free storage. Patrons may retrieve towed vehicle(s) during the hours set forth in Paragraph 24 of this section. Patrons shall not be charged a storage fee for any day that the Garage Facility is not open for the entire time period specified in Paragraph 24. There shall be no additional fee to patrons for having a vehicle retrieved from storage.

17. The Successful Bidder shall not charge any patron an additional charge for dropping off a towed vehicle at a location lying directly between the point at which the vehicle is picked up on the Turnpike or Parkway and the Successful Bidder's Garage Facility. If a patron wishes to have the disabled vehicle towed to a location other than as set forth above ("Alternate Destination Tow"), prior to rendering such services, the Successful Bidder must provide to the patron a clear written estimate of the total charge for the Alternate Destination Tow, which shall be based on the towing service charge bid by the Successful Bidder, plus the product of an agreed-upon per mile rate multiplied by the estimated mileage to the Alternate Destination.

The actual total charge for an Alternate Destination Tow shall be based on the towing service charge bid by the Successful Bidder, plus the product of the agreed-upon per mile rate multiplied by the actual mileage to the alternate destination, as measured from the point at which the vehicle has become disabled on the Roadway, to the alternate destination, as traveled on the Roadway to the exit closest to the alternate destination. The actual total charge for an Alternate Destination Tow shall be reasonably within the estimate given to the patron prior to rendering the Alternate Destination Tow services.

Any complaint received from a patron related to an Alternate Destination Tow charge will be investigated by the Authority. If appropriate, the Successful Bidder will be required to refund to the patron any portion of a charge deemed unreasonable, excessive or inaccurate, taking into account the estimate and actual charges and the bases therefor. As well, in the event more than three (3) complaints are received against a Successful Bidder and, after investigation by the Authority, deemed to have merit, the Authority reserves the right to terminate the Successful Bidder's contract with the Authority. The Authority may also conduct its own random review of Alternate Destination Tow charges for compliance with the Alternate Destination Tow requirements hereunder.

18. The Successful Bidder and its employees will not discriminate against any patron because of age, race, creed, sex, gender identity or expression, color, national origin, ancestry, marital status, affectional/sexual orientation, or upon any other basis contrary to law.
19. Upon receipt of a complaint from a patron concerning an overcharge or other impermissible charge, the Authority will notify the Successful Bidder of the complaint and will undertake an investigation. If, after such investigation, the Authority substantiates and confirms the allegations of the complaint, the Authority will require the Successful Bidder to make immediate restitution to the patron. If the Successful Bidder fails to do so, such failure will be considered a material breach of the contract. Failure to comply with a directive to reimburse a patron within five (5) business days will be considered a failure to comply with a material term of the contract and such failure shall subject Successful Bidder to immediate termination of the contract.

20. In certain circumstances, the Successful Bidder may experience unanticipated delays when called out on a routine tow. These unanticipated delays (“Waiting Time”) may be due to a State Police investigation, attendance to or removal of injured/ill vehicle occupants, or other similar circumstances. Subject to review and approval by the Authority, the Successful Bidder may charge patrons on a pro-rata basis for each vehicle for such Waiting Time at an hourly rate equal to the towing service charge bid by the Successful Bidder for the applicable vehicle class. The period considered Waiting Time shall not commence until thirty (30) minutes after Successful Bidder arrives at the disabled vehicle. Waiting Time shall be billed in thirty-minute increments.
21. Upon being called on a routine tow, the Successful Bidder may, under certain rare exceptions, experience “Extraordinary Circumstances” that will complicate the removal of or service to the disabled vehicle. This may include, but not be limited to, jackknifed trucks, vehicles off the road, multi-vehicle accidents with an extensive debris field, etc. Subject to review and approval by the Authority, the Successful Bidder may charge patrons for such additional time necessary to remove or provide services to the disabled vehicle in such Extraordinary Circumstances. The towing service charges bid by the Successful Bidder for routine towing services and/or routine towing services and emergency services shall also serve as the hourly rate in those Extraordinary Circumstances when such hourly rates are allowed. This standard is applicable to all types of wreckers and shall apply to any and all types of calls from the routine list. No other charges will apply.
22. At all times during the term of the contract, the Successful Bidder must operate and perform all Services from the Garage Facility listed on the Application. For certain, non-material aspects of the Services (e.g., dispatch or billing services), the Authority may, in its sole discretion, upon request of the Successful Bidder, waive the requirement that all Services be performed from the Garage Facility listed on the Application. However, in no event will the Authority waive the requirement that the repair, storage and patron facility aspects of the Services be performed at the Garage Facility listed on the Application.

The term “Garage Facility” means the location of the operations of the towing services or emergency services to be provided by the Successful Bidder that may consist of more than one contiguous or nearly-contiguous parcels of land. The final determination of whether a business location constitutes a “Garage Facility” shall be at the sole discretion of the Authority but will comport with additional requirements as stated in the Prequalification Application and must allow for the patron’s safety, comfort, convenience and easy access to their stored vehicle. If the Successful Bidder desires to move to a new location during the term of the contract, the Successful Bidder shall seek the Authority’s prior written approval to perform the Services from the Successful Bidder’s new facility address, which approval will not be unreasonably withheld. The new facility must adhere in all respects and satisfy all the requirements and conditions set forth in this Prequalification Application. The Authority shall perform an inspection of the proposed facility prior to approval being granted. The Successful Bidder’s failure to receive prior written approval from the Authority may constitute a material breach of the contract and be grounds for termination.

23. The Successful Bidder shall not drop off any vehicles towed from the Roadways onto local streets or in public parking lots. The Successful Bidder must take such vehicles to the Garage Facility or to a location mutually-agreed upon by Successful Bidder and patron, which is safe

and secure. The Successful Bidder shall not drop off any vehicles towed from the Roadways onto private property or private parking lots without prior written permission from the owner of such property. Tows to locations adjacent to the Roadway to accommodate a continued tow shall not incur any additional fees. The Successful Bidder shall be responsible to safely transport within the Successful Bidder's responding tow truck, and without additional charge, up to three (3) disabled vehicle occupants from the Roadway to the Successful Bidder's Garage Facility or to a location mutually-agreed upon by the Successful Bidder and patron where the patron's vehicle will be towed. Where there are more than three (3) occupants of the disabled vehicle, the Successful Bidder shall arrange for an additional vehicle(s) to safely transport such additional occupants. Under no circumstances shall the legal occupancy of any transport vehicle be exceeded. The Successful Bidder shall be permitted to charge the Class 1 vehicle towing service rate charge bid by the Successful Bidder for each additional transport vehicle, plus the per-mile charge for Class 1 vehicles in accordance with N.J.A.C. 19:9-3.1. The Successful Bidder shall not be responsible to transport bus passengers.

24. The Successful Bidder shall release vehicles to motorists without charge, except for those charges expressly permitted herein. At a minimum, the Successful Bidder shall be available to release vehicles to patrons Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m., Saturday, between the hours of 8:00 a.m. and 4:00 p.m. and Sunday, between the hours of 9:00 a.m. and 12:00 p.m. Patrons shall not be charged a storage fee for any day that the Garage Facility is not open for the entire time period stated above. In addition, patrons shall not be charged for after-hour release of a vehicle for a continued tow by another contractor, after payment is made to the Garage Facility.
25. If, in response to the call for a routine tow, the Successful Bidder must separate a tractor-trailer or vehicle pulling a trailer into individual pieces to allow for the storage of same, the Successful Bidder cannot charge any additional fee for this service. This service is included in the fee for the tow from the Roadway.
26. The Successful Bidder shall be responsible to perform necessary clean-up from an accident or removal scene where required. Said clean-up will include sweeping the Roadway and removing from the Roadway in the vicinity of the scene all glass, parts, plastic and/or other debris, which shall include the drying and removal of any oil, gas or other materials used for clean-up at the scene or otherwise. The cost of labor and materials, as well as any necessary disposal of Roadway debris, is included in the towing fee, absent Extraordinary Circumstances. Charges for cleanup under Extraordinary Circumstances shall be pro-rated among all vehicles involved. There shall be no additional charge for these services. Winching a vehicle is defined as repositioning a vehicle that has been overturned or is off the roadway or shoulder so as to accommodate the hooking and positioning of the vehicle on the wrecker. Winching is chargeable at an hourly rate established for all vehicle classes at N.J.A.C. 19:9-3.1(a)3 (See Appendix C). The hourly rate shall be pro-rated and charged in half hour increments. Winching does not include the pulling of a vehicle up onto a flatbed.
27. Lock-outs: The Successful Bidder shall be responsible to provide lock-out services to Authority patrons, and should be prepared to use professional tools, expertise and procedures to unlock most vehicles. If a patron requests assistance for unlocking their vehicle, Authority personnel will notify an authorized Successful Bidder. If the Successful Bidder is unable to unlock the vehicle for any reason, it can be towed from the Roadway

with the appropriate service charge applying to the cost of the tow. AAA membership will be honored by the Successful Bidder's Garage Facility to provide lockout service.

28. To offset administrative costs, the Authority has set a Zone Fee for each Zone that must be remitted to the Authority by the Successful Bidder awarded a routine towing contract(s) for that Zone. The Zone Fee will be equally apportioned among all Successful Bidders awarded contracts for a particular Zone. In other words, if the Zone Fee is \$6,000 and there are two contracts awarded for that Zone, each Successful Bidder will be responsible for remitting \$3,000 in annual Zone Fees to the Authority. **The Authority will not collect a percentage of the Successful Bidder's Gross Receipts for routine towing services**, and no other fees shall be paid to the Authority by the Successful Bidder during the term of the contract, with the exception of any applicable tolls or toll violation fees, as set forth herein. If a Successful Bidder is requested by the Authority to assume towing services of a defaulting/terminated contractor in an adjacent Zone (the "Takeover Zone"), in addition to continuing to perform towing services within, and make payment of Zone Fees for its own Zone, such Successful Bidder shall be required to pay the Zone Fee, or its proportionate share thereof, for the Takeover Zone to which it has been assigned. The Successful Bidder's obligation to pay Zone Fees for the Takeover Zone shall not commence unless and until the Successful Bidder is requested to and performs services in the Takeover Zone for thirty (30) days or more.

The required annual Zone Fees are listed on Appendix D, attached hereto. The required Zone Fee(s) shall be paid by each Successful Bidder awarded a contract, regardless of the Towing Service Charge bid by the Successful Bidder, **including if a bidder is awarded a contract as a result of having submitted a bid of Zero dollars (\$0) for the Towing Service Charge for any category of vehicle listed above**. Zone Fees shall be remitted to the Authority in monthly installments.

29. The failure by a Successful Bidder, during the term of a contract, to satisfy in a timely manner any outstanding debts or fees owed to the Authority, whenever incurred, including but not limited to the Zone Fees or those debts or fees 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.
30. The determination of prequalification status will remain valid for one year from the date of notification of same. However, the Authority reserves the right to confirm and/or update information and to perform inspections of any Garage Facility before the award of any contract. The Authority also reserves the right, in its sole discretion, to extend the prequalification status of prequalified Applicants for an additional one-year term.

SECTION III

PREQUALIFICATION CRITERIA

IN ORDER TO PREQUALIFY TO SUBMIT A BID FOR ROUTINE TOWING SERVICES AND/OR ROUTINE TOWING SERVICES AND EMERGENCY SERVICES, APPLICANT MUST FULLY COMPLETE AND TIMELY RETURN THE FOLLOWING QUESTIONNAIRE AND MUST MEET THE MINIMUM REQUIREMENTS DESCRIBED HEREIN.

THE AUTHORITY WILL PREQUALIFY ONLY THOSE TOWING CONTRACTORS THAT DEMONSTRATE THE FINANCIAL CAPABILITY, EXPERIENCE AND QUALIFICATIONS TO PERFORM ROUTINE TOWING SERVICES AND/OR ROUTINE TOWING AND EMERGENCY SERVICES.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION MAY RESULT IN A DENIAL OF YOUR PREQUALIFICATION APPLICATION.

PLEASE TYPE OR PRINT ALL RESPONSES. IF ADDITIONAL SPACE IS NEEDED FOR AN ANSWER, PLEASE ATTACH ADDITIONAL SHEETS CLEARLY IDENTIFYING THE QUESTION THAT IS BEING ANSWERED.

A. Experience of Applicants/Personnel for Services

1. Applicant must have a minimum of three (3) years of general towing experience at the Garage Facility for which this Application is submitted, and a minimum of three (3) years towing experience at that Garage Facility on one or more of the following Interstate highways within New Jersey: I-80, I-280, I-287, I-295, I-195, I-78, I-676, New Jersey State Routes 18, 30, 40, 50, 72 and 47, the Atlantic City Expressway, the New Jersey Turnpike or the Garden State Parkway. The Authority may also consider any other experience, within the past five years, as a towing contractor for the New Jersey State Police. At the discretion of the Authority, the requirement of three (3) years of towing experience at that Garage Facility may be satisfied by similar towing experience at another location.

LIST THE NUMBER OF YEARS OF EXPERIENCE:

- a) **YEARS AT PRESENT LOCATION** _____
- b) **YEARS OF TOWING EXPERIENCE** _____

PLEASE SPECIFY THE NAME, LOCATION, DATES AND NATURE OF THE EXPERIENCE OF EACH SPECIFIC CONTRACT FOR TOWING SERVICES WITH ANOTHER ENTITY WITHIN THE PAST FIVE (5) YEARS:

<u>NAME AND LOCATION</u>	<u>DATES</u>	<u>NATURE OF EXPERIENCE</u>
------------------------------	--------------	-----------------------------

APPLICANT SHALL PROVIDE COPIES OF EACH CONTRACT LISTED IN SECTION A, ABOVE, TOGETHER WITH CONTACT INFORMATION FOR ALL REFERENCES PROVIDED IN THEIR PREQUALIFICATION APPLICATION.

HAS APPLICANT BEEN SUSPENDED, REMOVED OR BARRED FROM ANY TOWING LIST OR DEFAULTED ON ANY CONTRACT DURING THE LAST FIVE YEARS?

Yes: _____ No: _____

IF YES, PLEASE ATTACH A DETAILED EXPLANATION. Include the reasons for same, the specific towing list or contract, the terms and dates of the suspension, removal, termination or bar, whether such suspension or bar remains in effect, and a contact person with full knowledge of same. Depending on the facts, an Applicant may be denied prequalification in the reasonable discretion of the Authority.

- Equipment Operators: wrecker, tow truck and recovery equipment operators (both full and part-time employees) must possess a valid commercial driver's license free of restrictions, with endorsements as required by State and federal laws. Operators must be compliant with all licensing requirements of the State of New Jersey.

LIST NAMES OF EQUIPMENT OPERATORS WITH YEARS OF EXPERIENCE AND ATTACH LEGIBLE COPIES OF EACH EMPLOYEES' DRIVER'S LICENSE TO THIS PREQUALIFICATION APPLICATION.

ONLY THOSE OPERATORS OF EQUIPMENT REQUIRING A COMMERCIAL DRIVER'S LICENSE WILL BE REQUIRED TO HAVE SAME.

EQUIPMENT OPERATORS

<u>NAME</u>	<u>YEARS</u>	<u>NATURE OF EXPERIENCE</u>
-------------	--------------	-----------------------------

B. Location of Garage Facility

1. **For Routine Towing Services on the Turnpike:** Applicant's Garage Facility shall be located within five (5) miles driving distance of the Interchange Toll Plaza specified for the Zone for which the Applicant intends to bid except for Zone 2 where it shall be within seven (7) miles. The Interchange Toll Plaza is set forth for each Zone in Appendix A. The five (5) or seven (7) mile driving distance limit established above is the maximum allowed by the Authority. Moreover, the location of Applicant's Garage Facility must allow for unrestricted travel to and from the Garage Facility via local roads or routes other than the Turnpike. Applicant must submit detailed driving directions to the Turnpike from Applicant's Garage Facility. **POSTED SPEED LIMITS MUST BE OBSERVED AT ALL TIMES.** Garage Facility must be located within the State of New Jersey.

(a) DISTANCE FROM GARAGE FACILITY TO TURNPIKE ENTRY:

_____MILES

(b) DESCRIBE THE ROUTE TRAVELED FROM THE GARAGE FACILITY TO THE INTERCHANGE TOLL PLAZA:

2. **For Routine Towing Services and Emergency Services on the Garden State Parkway:** Applicant's Garage Facility shall be located within seven (7) miles driving distance of an Interchange entrance within the Zone upon which Applicant intends to bid. The Interchange entrances within each Zone are set forth in Appendix B. The seven (7) mile driving distance limit is the maximum allowed by the Authority. Moreover, the location of Applicant's Garage Facility must allow for unrestricted travel to and from the Garage Facility via local roads or routes other than the Parkway. Applicant must submit detailed driving directions to the Parkway from Applicant's Garage Facility. **POSTED SPEED LIMITS MUST BE OBSERVED AT ALL TIMES.** Garage Facility must be located within the State of New Jersey.

(a) DISTANCE FROM GARAGE FACILITY TO PARKWAY ENTRY:

_____MILES

(b) DESCRIBE THE ROUTE TRAVELED FROM THE GARAGE FACILITY TO THE SPECIFIED INTERCHANGE ENTRANCE WITHIN THE ZONE.

THE AUTHORITY WILL DETERMINE COMPLIANCE WITH THIS SECTION B, "LOCATION OF GARAGE FACILITY," BY FOLLOWING DRIVING DIRECTIONS SUBMITTED BY THE APPLICANT.

C. Equipment for Routine Towing Services

1. The Applicant shall have the required equipment to provide safe, expeditious and efficient removal of disabled vehicles from the Roadways. Equipment must be capable of safe and reliable operation on all Roadways during the most severe weather conditions.
2. All equipment must be in excellent operating condition and well maintained both mechanically and aesthetically. In addition, during the term of any contract awarded, the Successful Bidder shall provide necessary manpower and equipment during Authority emergencies, special events and winter weather conditions as required by the Authority. Only properly lettered and decaled vehicles (tow trucks) will be allowed on the Roadways.
3. All towing and recovery equipment must be properly registered, insured, certified or permitted as per New Jersey Motor Vehicle Commission regulations, or other applicable regulatory agencies (e.g. ICC). All towing and recovery vehicles must bear an Authority garage registration number as supplied by the Authority and in compliance with N.J.S.A. 27:23-6.2. Numbered decals will be issued for all authorized vehicles after inspection by the New Jersey State Police Commercial Vehicle Inspection Unit.

Requirements:

- (a) Routine Towing Services on the Turnpike: Applicant must have two (2) light duty flat beds (roll-back) with wheel lift (light-duty flatbed trucks with wheel lift may be used instead of light duty tow truck); two (2) light duty tow trucks with wheel lift; two (2) heavy-duty wreckers with wheel lift/minimum 118" underreach (25,000 lbs. minimum capability); and one (1) Landoll type hydraulic trailer minimum 48 feet with tractor. Heavy-duty wreckers must be 35,000 lbs. gross vehicle weight (GVW) with air brakes. All wreckers must be fully hydraulic. Mechanically or electronically operated wreckers and or fifth wheel hook-ups will **not** be considered.
- (b) Routine Towing Services and Emergency Services on the Garden State Parkway: Applicant must have two (2) light duty flat beds (roll-back) with wheel lift, (light-duty flatbed trucks with wheel lift may be used instead of light duty tow truck), two (2) light duty tow trucks with wheel lift; one (1) heavy-duty wrecker with wheel lift/minimum 118" underreach (25,000 lbs. minimum capability); and one (1) Landoll type hydraulic trailer minimum 48 feet with tractor. Heavy-duty wreckers must be 35,000 lbs. gross vehicle weight (GVW)

with air brakes. All wreckers must be fully hydraulic. Mechanically or electronically operated wreckers and or fifth wheel hook-ups will **not** be considered. If Applicant intends to access a heavy-duty wrecker and or Landoll type hydraulic trailer minimum 48 feet with tractor through a third party, the Applicant must seek the Authority's prior written approval of the equipment and the company providing such wrecker to Applicant. The agreement between the Applicant and the third-party providing access to the heavy-duty wrecker or Landoll type trailer must be in writing (the "Access Agreement-Equipment"). A suitable form of the Access Agreement-Equipment is attached hereto as Appendix G. A fully executed copy of the Access Agreement – Equipment must be submitted with this Prequalification Application and is subject to review and approval by the Authority.

4. Towing and recovery vehicles must be equipped with dual mounted winching controls (or remote controls) and adequate safety equipment and tools including the following:
 - (a) At least three (3) advanced warning devices or flares of a type to be visible for a distance of not less than one thousand (1,000) feet from the disabled vehicle.
 - (b) Approved warning lights/devices, brake and light connections for towed vehicle and safety chains. Flashing amber light bars must be used at all times while servicing the vehicle and be visible for a distance of not less than one thousand (1,000) feet from the disabled vehicle. Amber Light Permit as required by State law must be obtained by the Successful Bidder.
 - (c) Safety vests that conform to standards set by the Authority must be worn by the Successful Bidder's personnel when they are performing services on the Roadways. Safety Vests shall meet the ANSI Specifications for American National Standard for High Visibility Safety Apparel. The vest shall have a minimum background area of 0.5m² (775 in²) material of either fluorescent yellow/green, florescent orange/red or florescent red in color and a minimum of 0.13m² (201 in²) retroreflective materials in a contrasting fluorescent color red, orange/red or yellow/green. The retroreflective material shall have contiguous areas encircling the torso, placed in such a manner to provide 360° of visibility.
 - (d) Shovels, brooms and other tools necessary for removing debris must be carried by the Successful Bidder's personnel whenever they respond to a call on the Roadways. "Speedy dry" or its equivalent and fire extinguishers must be included as well.
 - (e) Authority-authorized communication devices must be maintained in each vehicle capable of communicating with the Authority's Traffic Management Center. Communication devices are to be obtained by the Successful Bidder and must be obtained within 30 days of notification from the Authority of a contract award. The Successful Bidder will be responsible for ensuring that devices are properly installed in all vehicles and in the Successful Bidder's Garage Facility. Further, the Successful Bidder shall ensure that all personnel are trained in the use of the devices and that all employees adhere to communication protocols.

5. The requirements of Subsections 1-5 of this Section C Equipment for Routine Towing Services must be met throughout the duration of any contract award. Failure to meet any of these requirements at any time during the duration of the contract may be considered a breach and result in suspension or termination of the contract.

DESCRIBE ALL EQUIPMENT. LIST THE NUMBER OF THE FOLLOWING VEHICLES THAT ARE OWNED/LEASED BY APPLICANT FOR USE ON THE ROADWAYS. LIST NAME AND ADDRESS OF OWNER. INCLUDE A COPY OF VEHICLE REGISTRATION FOR EACH VEHICLE:

(a) For Routine Towing Services on the Turnpike:

TYPE OF VEHICLE	NO. OF VEHICLE(S)	VEHICLE REGISTRATION NUMBER(S)
Light Duty Flat Bed	_____	_____
Light Duty Tow Trucks with Wheel Lift	_____	_____
Heavy-Duty Wreckers with Wheel Lift/Underreach	_____	_____
Landoll Type Hydraulic Trailer with Tractor	_____	_____

c) For Routine Towing Services and Emergency Services on the Parkway:

TYPE OF VEHICLE	NO. OF VEHICLE(S)	VEHICLE REGISTRATION NUMBER(S)
Light Duty Flat Bed	_____	_____
Light Duty Tow Trucks	_____	_____
Heavy Duty Wreckers	_____	_____
Landoll Type Hydraulic Trailer	_____	_____

Equipment listed herein shall meet all requirements set forth in this document, including, but not limited to, insurance and indemnification and equipment standards.

If Heavy Duty Wreckers will be accessed through a third party, Access Agreement-Equipment must be in writing and a copy must be attached hereto.

D. Garage Facility

1. All repairs performed at the request of a patron must be performed by the Successful Bidder at the Garage Facility listed above for which this Application is submitted. Storage of vehicles must be at said Garage Facility. Storage of vehicles shall be in a secure area defined as a facility that is indoors or is surrounded by a fence, wall or other man-made barrier that is at least six (6) feet high and is lighted from dusk until dawn to deter trespassers and /or vandalism. The Garage Facility must be neat, clean, orderly, and well-maintained and clearly identified with a permanent sign bearing the Successful Bidder's Name.
2. The Garage Facility must contain at least one (1) major permanent structure and must contain at least one (1) clean and well-maintained restroom for patrons available 24 hours. There must be clean and comfortable administrative offices and waiting area for patrons with a public and/or private telephone available 24 hours for patrons' use. The restroom must have a working toilet, a sink with hot and cold water and with paper or mechanical means for drying hands. **All public areas must be clean, sanitary and in good condition. The Garage Facility must be located within the State of New Jersey. The Successful Bidder must operate the Garage Facility in a manner consistent with all applicable Executive Orders then in effect regarding Covid-19 protections, including but not limited to enforcing mask-wearing, social distancing and all other safety measures as may be in effect.**
3. Applicant must provide with the Application sufficient documentation to demonstrate Applicant's legal right to occupy the Garage Facility premises as of the date of the Application and, at the Authority's discretion, the Applicant may be required to demonstrate that it shall have a legal right to occupy the Garage Facility through the date of any contract award. Acceptable forms of such documentation include, but are not limited to, a deed or property tax bill demonstrating Applicant's ownership of the Garage Facility premises, or a lease demonstrating that Applicant is a lawful tenant of the Garage Facility premises.
4. Applicant represents that the Garage Facility meets all applicable municipal, county and state codes and/or regulations. These include, but are not limited to a) plumbing, b) electrical, c) fire, d) hazardous waste disposal, e) zoning requirements, f) parking, g) health and h) fire prevention. Applicant must provide a copy of a Certificate of Continued Occupancy consistent with N.J.A.C. 5:23-2.23(e) for the Garage Facility.

FOR ROUTINE TOWING SERVICES ON NEW JERSEY TURNPIKE (only)

5. The Garage Facility must have ample on-site secure storage for at least fifty (50) passenger vehicles, and five (5) tractor-trailers or buses. The Garage Facility must also be zoned accordingly to allow for these storage requirements. **Satellite (off-site) storage yards will not be considered. All storage must be at the Garage Facility listed on the Application. Under no circumstances will patron's vehicles be stored on city streets or in an unsecured location.**

Number of on-site secured storage spaces for passenger vehicles: _____

Number of on-site secured storage spaces for tractor-trailers or buses: _____

FOR ROUTINE TOWING SERVICES AND EMERGENCY SERVICES ON THE GARDEN STATE PARKWAY (only)

- 6. The Garage Facility must be capable of safely storing at least fifty (50) passenger vehicles and one (1) bus. The Garage Facility must also be zoned accordingly to allow for these storage requirements. **Satellite (off-site) storage yards will not be considered. All storage must be at the Garage Facility listed on the Application. Under no circumstances will patron’s vehicles be stored on city streets or in an unsecured location.**

Number of on-site secured storage spaces for passenger vehicles: _____

Number of on-site secured storage spaces for buses: _____

- 7. The Garage Facility shall maintain a minimum parts inventory sufficient to service a wide variety of passenger vehicles, makes and models. Repair service rates shall be fair and reasonable consistent with rates charged for similar services in the area.

ATTACH TO THIS SECTION PROOF THAT:

- (a) Applicant has the legal right to occupy the Garage Facility premises as of the date of the Application, and through at least December 31, 2027; and
- (b) Garage Facility is in compliance with current state/municipal zoning laws (e.g., Certificate of Continued Occupancy).

E. Evidence of Financial Capacity

Applicant shall submit audited financial statements prepared and certified by a Certified Public Accountant for the most recent fiscal year. If a certified audited financial statement is not available, Applicant may submit an unaudited financial statement and filed copy of its most recent federal income tax return. This information is required to demonstrate that Applicant is financially capable of performing the Services upon which Applicant intends to bid.

Certified Financial Statement Attached Yes _____ No _____

OR

IRS Return Attached Yes _____ No _____

Applicant agrees to provide the Authority access to their credit history as well as any additional credit information if requested.

F. **Client References**

Applicant shall attach a minimum of two (2) but not more than three (3) letters of reference from Applicant's clients, including the client's address, telephone number and contact person, and that describe the nature of services provided to client and the number of years such services have been provided to client. At least one of the letters must be from a government entity with which the Applicant has done business within the past five (5) years.

G. **Equipment and Facility Inspection**

1. As a part of the Prequalification process, Applicant's equipment, facilities and employees are subject to inspection by Authority personnel and/or the New Jersey State Police. **Garage Facility inspections will be unannounced.** It is the responsibility of the Applicant to demonstrate that the requirements of this Prequalification Application are satisfied within the Garage Facility.

2. **Equipment inspections will be scheduled separately by Authority personnel or by the State Police.** All equipment and parts must be available for review at the time of the inspection and must be presented at a location to be determined by the Authority.

3. The Applicant must be shown on the registration as the owner or lessee of all vehicles. Any leased vehicles must be leased by the Applicant through a bona fide company that routinely leases such equipment. This requirement does not apply to Access Agreements for Heavy Duty Wreckers on the Garden State Parkway only.

4. After award of a contract, the Garage Facility and equipment shall be subject to inspections at any time during the term of the contract, at the discretion of the Authority, to ensure that Successful Bidder continues to meet all of the requirements set forth herein.

H. **Criminal Background Checks**

1. Applicants shall be required to complete the Affidavit of Moral Integrity (Exhibit 4) swearing under oath that no principal, owner, officer, director, shareholder, member, partner, employee or agent of the Applicant's organization or Applicant, himself/herself, if a sole proprietor, has been convicted of any disqualifying offense enumerated in Paragraph 3, below.

2. Applicant hereby understands and agrees that, in the event it is determined to be a Successful Bidder and is awarded a contract, it will supply to the Authority any information, and will execute or have executed at the Authority's request any document(s) necessary, to enable a criminal background check to be performed on Applicant and/or its principals, shareholders, members, partners and/or employees and to have such criminal background information provided to the Authority. Applicant further agrees to ensure that, upon the Authority's request, the necessary criminal background check process is undertaken and completed. After completion of the criminal background check, if it is determined by the Authority that Applicant or any of its principals, owners, officers, directors, shareholders, members, partners or employees shall have criminal record information existing on file in the Federal Bureau of Investigation, Identification Division, or in the State Bureau of Identification in the Division of New Jersey State Police for any disqualifying offense listed in Paragraph 3,

below, the Successful Bidder will immediately be given notice and five (5) days to take appropriate action as set forth by the Authority. If Applicant, as a sole proprietor, is determined to have a criminal record for any disqualifying offense enumerated in Paragraph 3, below, the Authority may terminate the contract. In the event that the Authority requests that a principal/owner/officer/director/shareholder/member/partner or employee be divested from any interest in or disqualified from performing services under the contract because of the reasons set forth herein, Applicant agrees to be bound by and conform to this request. Applicant understands and further agrees that failure to take the action set forth by the Authority will constitute a material breach of contract and may result in suspension or termination.

The Authority has full discretion with regard to whether or not criminal background checks will be conducted and reserves the right to request information regarding disqualifying offenses and perform criminal background checks as it deems necessary throughout the term of any contract that may subsequently be awarded after bidding that will be open to Prequalified Applicants.

3. The disqualifying offenses referenced in Paragraphs 1 and 2, above, are as follows:

(a) In New Jersey, of any crime of the first or second degree; or

(i) An offense as set forth in chapter 14 of Title 2C of the New Jersey Statutes, or as set forth in N.J.S.2C:24-4 and 2C:24-7, or as set forth in R.S.9:6-1 et seq.; or

(ii) An offense involving any controlled dangerous substance or controlled substance analog as set forth in chapter 35 of Title 2C of the New Jersey Statutes except paragraph (4) of subsection a. of N.J.S.2C:35-10; or

(iii) A crime involving the use of force or the threat of force to or upon a person or property including, but not limited to, robbery, assault, stalking, kidnapping, arson, manslaughter and murder; or

(iv) A crime as set forth in chapter 39 of Title 2C of the New Jersey Statutes, a crime or offense as set forth in chapter 20 of Title 2C of the New Jersey Statutes, a crime as set forth in chapter 41 of Title 2C of the New Jersey Statutes, or a crime as listed below:

Recklessly endangering another person N.J.S.2C:12-2

Terroristic threats N.J.S.2C:12-3

Criminal restraint N.J.S.2C:13-2

Luring, enticing child into motor vehicle, structure or isolated area P.L.1993, c.291 (C.2C:13-6)

Causing or risking widespread injury or damage N.J.S.2C:17-2

Criminal mischief N.J.S.2C:17-3

Burglary N.J.S.2C:18-2

Usury N.J.S.2C:21-19

Threats and other improper influence N.J.S.2C:27-3

Perjury and false swearing N.J.S.2C:28-3

Resisting arrest N.J.S.2C:29-2

Escape N.J.S.2C:29-5

Bias intimidation N.J.S.2C:16-1; or

(v) Any crime or offense involving a violation of any nature regarding work on any contract with the State, any State agency or any county or municipality for the provision of services similar to the towing services that are the subject of this this Prequalification Application and/or Bid; or

(vi) Any crime involving a victim who is a minor; or

(vii) Conspiracy to commit or an attempt to commit any of the crimes described in this section.

(b) For the purposes of this section, a conviction exists if the individual has at any time been convicted under the laws of this State or under any similar statutes of the United States or any other state for a substantially equivalent crime or other offense.

4. Notwithstanding the above provisions, an individual shall not be disqualified hereunder on the basis of any conviction disclosed by a criminal history record check if the individual has affirmatively demonstrated to the Authority clear and convincing evidence of rehabilitation. In determining whether an individual has affirmatively demonstrated rehabilitation, the Authority shall consider:

(a) The nature and responsibility of the individual's prospective position;

(b) The nature and seriousness of the offense;

(c) The circumstances under which the offense occurred;

(d) The date of the offense;

(e) The age of the individual when the offense was committed;

(f) Whether the offense was repeated;

(g) Social conditions which may have contributed to the offense; and

(h) Any Certificate of Rehabilitation issued in accordance with N.J.S.A 2A:168A-1, et seq, or evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received, acquisition of additional academic or vocational education, successful participation in correctional work-release programs, or the recommendation of persons who have supervised the individual.

SECTION IV

INSURANCE AND INDEMNIFICATION

A. Indemnification and Insurance Requirements

Prequalified Applicants who are determined to be the Successful Bidders after issuance of a request for bids by the Authority shall be bound by the following Indemnification and Insurance Requirements:

Indemnification.

Successful Bidder agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees 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 attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Successful Bidder or the Authority), resulting from any act, omission, negligence or willful misconduct of the Successful Bidder or of any of its officers, agents, subcontractors or employees in any manner related to the subject matter of the contract. The Successful Bidder's obligations regarding Indemnification shall survive the termination, expiration or rescission of any contract awarded to the Successful Bidder.

Insurance.

Prior to the commencement of any activity pursuant to a contract awarded a Successful Bidder, the Successful Bidder shall procure and maintain, at its own expense, throughout the term of any such resulting contract and for a duration as otherwise provided herein, from an insurance carrier acceptable to the Authority, the following insurance coverages:

1. Successful Bidder shall maintain commercial general liability insurance (CGL) or garage liability insurance with a coverage limit of not less than \$1,000,000 each occurrence. Such insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers" shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the

Successful Bidder would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Successful Bidder shall maintain such insurance for a period of not less than three (3) years following the termination of the contract.

2. Successful Bidder shall maintain commercial automobile liability insurance covering all vehicles owned or used by the Successful Bidder with a coverage limit of not less than \$1,000,000 each occurrence. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Successful Bidder would not be covered due to the operation of an insured versus insured exclusion.

3. Successful Bidder shall maintain workers’ compensation and employers’ liability insurance. Employers’ liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Where permitted by law, such insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. Workers’ Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore’s and Harborworkers’ Compensation Act and Maritime Act (Death on the High Seas Act) where required.

4. Successful Bidder shall maintain garagekeepers comprehensive and collision insurance with a coverage limit of not less than \$150,000 per vehicle. This insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage) and shall cover all autos towed, serviced, repaired, parked or stored by the Successful Bidder. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Successful Bidder would not be covered due to the operation of an insured versus insured exclusion.

5. Umbrella Liability insurance is required with limits in excess of those underlying policies stated under parts (1), (2) and (3 – employers liability insurance coverage) with minimum limits as follows:

Minimum limit each occurrence and annual aggregate: \$4,000,000

Such insurance shall be at least as broad as the underlying policies and shall contain all of the coverage extensions and modifications required above. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. With respect to products and completed operations coverage, the Successful Bidder shall maintain such insurance for a period of three (3) years following termination of any contract.

6. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Services will be provided upon request of the Authority.

7. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 10 days' advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-, VII or better.

8. Any other insurance carried by the Successful Bidder shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.

9. Any other insurance carried by the Successful Bidder shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers.

10. Prior to commencing any services under any contract awarded to a Successful Bidder, and thereafter upon the Authority's request, Successful Bidder shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:

a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Contractor's workers' compensation and employers' liability insurance.

b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.

c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers.

d. With respect to all 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 or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers.”

e. All certificate(s) shall be mailed to: Director, PMM Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.

11. The Successful Bidder understands and agrees that its obligation to obtain and maintain insurance policies required in accordance with any contract awarded to the Successful Bidder is an essential term of the contract and that the Authority will rely on the Successful Bidder to perform such obligation. The Successful Bidder further acknowledges and agrees that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in the contract, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of the contract regarding the provision of insurance coverage by the Successful Bidder.

The Successful Bidder shall ensure that the activities to be performed under any contract do not violate the terms and conditions of any insurance policy that is or may be provided by the Successful Bidder, and that the Successful Bidder shall take all measures necessary to avoid any actions that may lead to cancellation or voidance of such insurance policies.

12. In the event that the Successful Bidder fails or refuses to maintain or renew any insurance policy required to be maintained pursuant to the contract, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained in the contract, the Authority may refuse to make payment of monies due under the contract. The Authority, in its sole discretion, may use such monies to purchase insurance on behalf of the Successful Bidder. During any period when the required insurance is not in effect, the Authority may suspend performance of the contract. If the contract is so suspended, no additional compensation or extension of time shall be due on account of such suspension. The Authority may waive or modify any insurance requirement set forth in the contract.

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

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE SUCCESSFUL BIDDER ARE SPECIFIED HEREIN, THE LIABILITY OF THE SUCCESSFUL 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.

13. Terms and Deductibles. The Successful Bidder shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$1,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require than any deductible or self-insured retention be no greater than \$1,000 per occurrence.

SECTION V

ADDITIONAL REQUIREMENTS

A. Signatures

Applications must be signed by an officer authorized to make a binding commitment for the Applicant.

B. Incurring Costs

The Authority shall not be liable for any costs incurred by any Applicant in the preparation of its Application.

C. Addendum to Prequalification Application

If at any time prior to receiving Applications it becomes necessary to revise any part of this Prequalification Application, or if the Authority determines that additional information is necessary to enable Applicants to adequately interpret the provisions of this Prequalification Application, the Authority will issue an Addendum to this Prequalification Application. Upon issuance, each such Addendum shall be deemed to be a part of this Prequalification Application. (See, Exhibit 1, Acknowledgement of Receipt of Addenda).

D. Acceptance of Applications

This Prequalification Application does not commit the Authority to make an award. The contents of the Application shall become a contractual obligation, if, in fact, an Applicant is determined to be prequalified by the Authority and thereafter, in response to a future request for bids, is a successful bidder for a Zone. Failure of an Applicant to adhere to and/or honor any or all of the obligations of its application may result in rescission of any award of a contract by the Authority.

E. Dissemination of Information

Information included in this document or in any way associated with this Prequalification is intended for use only by the Applicant and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this Prequalification Application.

F. Public Records

Any Application received from an Applicant constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* An Applicant may request the Authority's Director of Law to deem certain sections of its Application containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such applicable law.

G. News Releases

No news releases pertaining to this Prequalification Applications or any project to which it may relate shall be made without the Authority's approval.

H. Affirmative Action

The Applicant must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it

does not discriminate against any person or persons on the basis of race, creed, age, color, sex, gender identify or expression, national origin, ancestry, marital status and affectional or sexual orientation, disability or upon any other basis contrary to law.

In addition, the Applicant must complete the appropriate forms. The following are included in Section VI hereof:

Exhibit 2 – Affirmative Action Information Sheet

Exhibit 3 – Mandatory Equal Employment Opportunity Language

However, if an Applicant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report (“Form AA-302”).

I. Small Business Enterprises Requirements

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1*, et seq.). Please complete SBE form (Exhibit 5).

J. Division of Revenue Registration

Pursuant to the terms of *N.J.S.A. 52:32-44*, Successful Bidders are required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into any contract with the Authority. **No contract shall be entered into by the Authority with a Successful Bidder unless the Successful Bidder first provides proof of valid business registration.** In addition, Successful Bidders are required to receive from any subcontractor it uses under the contract, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a contract unless the subcontractor first provides proof of valid business registration.

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

K. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117

Following any contract award, Successful Bidders will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority’s PMM Department to be completed and returned to the Authority for submission to the State Treasurer. No contract may be awarded to a Successful Bidder except upon approval by the State Treasurer. See Appendix I.

L. Affidavit of Moral Integrity

Together with the Application, the Applicant must submit an Affidavit of Moral Integrity on the form attached hereto (Exhibit 4) for review by the Authority’s Director of Law.

M. Code of Ethical Standards

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics

("Code"), a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting an Application, Applicant agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

N. Applications Become Property of the Authority

All Applications shall become the property of the Authority upon receipt and will not be returned.

O. Right To Audit Clause

Successful Bidders shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority or its patrons with regard to the Services. The Authority, its employees, officers, or representatives shall have the right, upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Bidder's books and records specific to the Services. Such records shall be retained by the Successful Bidder for at least five (5) years after termination of any contract. In no event shall books and records be disposed of or destroyed prior to five (5) years after termination of any contract or during any dispute or claim between the Authority and the Successful Bidder.

Pursuant to *N.J.S.A. 52:15C-14(d)*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Bidder shall be required to maintain all documentation related to products, transactions or services under any contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

P. Ownership Disclosure Form

Each Applicant shall return to the Authority with its Application a completed Ownership Disclosure Form set forth as Exhibit 6. Failure to include the completed and signed form may be grounds for rejection of the Application.

Q. Affidavit of Non-Collusion

Each Applicant shall return to the Authority with its Application a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit 7. Failure to include the completed and signed form may be grounds for rejection of the Application.

SECTION VI
EXHIBITS AND APPENDICES

EXHIBIT 1

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Applicant hereby acknowledges receipt of the following notices, revisions or addenda to this Prequalification Application. By indicating date of receipt, Applicant acknowledges the submitted Application takes into account the provisions of the notice, revision or addendum to the Prequalification Application requirements. Note that the Authority's record of notices to Applicants shall take precedence and that failure to include provisions of changes in an Application may subject Application to rejection.

NOTE: IF NONE, APPLICANT MUST INDICATE NONE ON FIRST LINE BELOW AND SUBMIT SIGNED FORM.

Title of Addendum/Revisions	How Received (mail, fax, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement by Applicant:

Name of Applicant: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

EXHIBIT 2

**AFFIRMATIVE ACTION INFORMATION SHEET
APPLICANTS SHALL COMPLETE AND SUBMIT THE FOLLOWING FORM WITH
THEIR APPLICATION**

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

YES _____ NO _____

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

(OR)

2. The Applicant has submitted a Certificate of Employee Information Report pursuant to (N.J.A.C. 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the Application. (Expiration Date on Certificate)

Certificate of Approval Number _____

(OR)

3. If Applicant has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If Applicant has none of the above, but you are nonetheless prequalified to bid on the Services and are deemed a Successful Bidder, you will be required to contact the Authority's Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award and request an AA-302 Form. This AA-302 Form must be forwarded to New Jersey's Affirmative Action Office with a copy (Pink) 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 Applicant's knowledge.

Signed _____ Date Signed _____

Print Name and Title _____

Company Name _____

Address _____

Telephone Number _____ Fax Number _____

Email: _____

EXHIBIT 3

PREQUALIFIED APPLICANTS WHO ARE SUBSEQUENTLY DETERMINED TO BE A SUCCESSFUL BIDDER SHALL BE BOUND BY THE FOLLOWING AFFIRMATIVE ACTION COMPLIANCE, WHICH SHALL BE PART OF ANY CONTRACT AWARDED

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 SERVICES AGREEMENTS

During the performance of the contract, the Contractor agrees as follows:

- A. Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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. 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. Contractor or subcontractor will send to each labor union, of 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. 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. 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. Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to 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, 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. Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and Services Agreement, 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 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

Contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to the contract do hereby agree that the provision of *N.J.S.A. 10:5-31 et seq.* dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of the Services Agreement and are binding upon them.

By signing below, Applicant agrees to be bound by the foregoing, if prequalified and is subsequently determined to be a Successful Bidder:

Applicant’s Name: _____

By: _____

Title: _____ **Date:** _____

EXHIBIT 4

AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____, the _____ (Pres., Vice Pres., Owner/Partner) of

_____ (Applicant), being first duly sworn, deposes and says:

1. That the Applicant wishes to demonstrate moral integrity in accordance with the Services that are the subject of this Prequalification Application.

2. That as of the date of signing this Affidavit, neither Applicant nor any of its Principals, 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):**

3. Applicant further states that neither the Applicant, nor any of its Principals, Shareholders, Owners, Members, Partners, Officers or Directors, has 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 contendere* to any violation of a federal or State criminal statute; or ever engaged in violation of any nature regarding work on any public contracts, except as follows: **(If none, so state):**

4. That Applicant authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Applicant are as follows: **(if none, so state):**

6. That the undersigned, being authorized to act on behalf of Applicant, certifies that they are personally acquainted with the operations of said Applicant, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to the best of their knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to consider prequalifying the Applicant to submit a bid, when issued by the Authority, for the Services that are the subject of this Prequalification Application, knowing that the New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and subscribed before me this

____ day of _____ 20____

Signature

Notary Public of

Title
(Corporate Seal, if applicable)

My Commission Expires: _____

EXHIBIT 5

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

If Applicant 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 _____ V O B _____ D V O B _____

Applicant Name: _____

EXHIBIT 6

OWNERSHIP DISCLOSURE FORM

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE “YES” OR “NO” BOX. APPLICANTS ARE REQUIRED TO COMPLATE THIS FORM AND RETURN IT WITH THEIR PREQUALIFICATION APPLICATION. ADDITIONALLY, ALL PREQUALIFIED APPLICANTS WHO SUBMIT A BID, IN RESPONSE TO A SUBSEQUENT REQUEST FOR BIDS FOR THE SERVICES COVERED BY THIS APPLICATION, SHALL BE REQUIRED TO COMPLETE AND SUBMIT AN OWNERSHIP DISCLOSURE FORM WITH THEIR BIDS PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE APPLICANT 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 Applicant?

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 Applicant, are any of those parties individuals?

YES NO

3. Of those parties owning a 10% or greater interest in the Applicant, 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 Applicant. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

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

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

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

Attach Additional Sheets if Necessary.

PART 2 (continued)

PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

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

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

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

Attach Additional Sheets if Necessary.

In the alternative, to comply with the ownership disclosure requirement, an Applicant with any direct or indirect parent entity that 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 Applicant, 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 Applicant 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 the Applicant's Prequalification Application shall be subject to rejection.

Signature

Date

Print Name and Title

EXHIBIT 7

AFFIDAVIT OF NON-COLLUSION

STATE OF _____ :

COUNTY OF _____ :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Application, such Application is genuine and not collusive or a sham; that said Applicant has not colluded, conspired, connived, or agreed, directly or indirectly, with any Applicant or person, to put in a sham Application or to refrain from participating in this Application process, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to agree to fix the price of affiant or of any other applicant who may be prequalified and who submits a response to a subsequent bid for Services, or to fix any overhead, profit, or cost element of said price, or of that of any other prequalified applicant, or to secure any advantages against the New Jersey Turnpike Authority (“Authority”), or any person interested in prequalifying to submit a bid for the proposed Services Agreement; and that all statements in said Application are true.
2. That he/she has not been convicted or found liable for any act prohibited by State or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction may subject Applicant’s Prequalification Application to rejection. If Applicant has been convicted of any act prohibited by State or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Applicant must attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to before me this _____ day
of _____, 20_____.

A Notary Public of _____

My Commission Expires: _____

EXHIBIT 8

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 9

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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

FULL NAME (print): _____ SIGNATURE: _____

TITLE: _____ DATE: _____

EXHIBIT 10

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),² section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Proposal being rendered as non-responsive, and the Authority will not be permitted to contract with such person or entity, and if a Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

¹ Engaged in prohibited activities in Russia or Belarus” means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

If you certify that the Bidder is engaged in activities prohibited by P.L. 2022, c. 3, the Bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Bidder Name

APPENDIX A TO PREQUALIFICATION APPLICATION

SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE

Service Provider Location No. 1 Interchange 1	Area of Responsibility Interchange #2 - Interchange #1 Southbound Total Miles: 12.9 Contracts to be awarded: 2
Service Provider Location No. 2 Interchange 2	Area of Responsibility Interchange #1 - Interchange #2 Northbound Interchange #3 - Interchange #2 Southbound Total Miles: 24.8 Contracts to be awarded: 2
Service Provider Location No. 3 Interchange 3	Area of Responsibility Interchange #4 - Interchange #3 Southbound Interchange #2 - Interchange #3 Northbound Total Miles: 21.5 Contracts to be awarded: 2
Service Provider Location No. 4 Interchange 4	Area of Responsibility Interchange #5 - Interchange #4 Southbound Interchange #3 - Interchange #4 Northbound Total Miles: 18.2 Contracts to be awarded: 2
Service Provider Location No. 5 Interchange 5	Area of Responsibility Interchange #4 - Interchange #5 Northbound Interchange #7 - Interchange #5 Southbound Total Miles: 19 Contracts to be awarded: 3
Service Provider Location No. 7 Interchange 7	Area of Responsibility Interchange #5 - Interchange #7 Northbound Interchange #8 - Interchange #7 Southbound Total Miles: 23.6 Contracts to be awarded: 2
Service Provider Locations No. 8 Interchange 8	Area of Responsibility Interchange #7 - Interchange #8 Northbound Interchange #9 - Interchange #8 Southbound Total Miles: 30.0 Contracts to be awarded:3

**SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE
(continued)**

Service Provider Location No. 9 Interchange 9	Area of Responsibility Interchange #8 to Interchange #9 – North Interchange #11 to Interchange #9 – South Contracts available: 2
Service Provider Locations No. 11 Interchange 11	Area of Responsibility Interchange #9 - Interchange #11 Northbound Interchange #12- Interchange #11 Southbound Total Miles: 12.1 Contracts to be awarded:3
Service Provider Locations No. 12 Interchange 12	Area of Responsibility Interchange #11 - Interchange #12 Northbound Interchange #13- Interchange #12 Southbound Total Miles: 8.6 Contracts to be awarded:2
Service Provider Locations No. 13 Interchange 13	Area of Responsibility Interchange #12 - Interchange #13 Northbound Interchange #15E- Interchange #13 Southbound Total Miles: 10.1 Contracts to be awarded: 2
Service Provider Locations/ Newark Bay - Hudson County Extension (NBHCE)	Area of Responsibility Interchange #14 to East Terminus - NBHCE East Terminus – NBHCE to Interchange 14 West Total Miles: 8.7 Contracts to be awarded: 2
Service Provider Location No. 15E Interchange 15E	Area of Responsibility Interchange #13 to Interchange #15E – North Interchange #17E to Interchange #15E – South Interchange #15W to Interchange #15E – South Interchange #15E to Interchange #14 – South (shared with SPL 13) Contracts to be awarded: 3
Service Provider Location No. 15W Interchange 15W	Area of Responsibility Interchange #15E to Interchange #15W – North Interchange #16W to Interchange #15W – South Contracts to be awarded: 2

**SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE
(continued)**

Service Provider Locations No. 16E Interchange 16E	Area of Responsibility Int. #15E-Int. #16E Northeast SNE North Rt. 46 South to 17E-South All Ramps outside 16E Total Miles: 9.1 Contracts to be awarded:3
Service Provider Locations No. 16W Interchange 16W	Area of Responsibility Rt. 46 to Interchange 16W - South Interchange 15W to Interchange 16W North TNW Ramp 15W CSW Ramp NWC Ramp Total Miles: 8.9 Contracts to be awarded:2
Service Provider Location No. 18W Interchange 18W-E	Area of Responsibility Interchange #16W to Rt. 46 Interchange –North Interchange #16/18E and Interchange #17E Entry to Rt. 46 Interchange – North Contracts to be awarded: 2
Service Provider Locations I95 Interchange I95	Area of Responsibility Rt. 46 to Northern Terminus – North/South Total Miles: 4.9 Contracts to be awarded:3

NO CONTRACTS WILL BE AWARDED FOR ZONE 6 OR ZONE 10

APPENDIX B TO PREQUALIFICATION APPLICATION

ZONE LOCATIONS ON GARDEN STATE PARKWAY

Zone 1	Milepost	0	to	Milepost	35.1	2 Contracts Available
Zone 2	Milepost	35.1	to	Milepost	55.7	2 Contracts Available
Zone 3	Milepost	55.7	to	Milepost	78.5	2 Contracts Available
Zone 4	Milepost	78.5	to	Milepost	89	2 Contracts Available
Zone 5	Milepost	89	to	Milepost	102	2 Contracts Available
Zone 6	Milepost	102	to	Milepost	112.3	2 Contracts Available
Zone 7	Milepost	112.3	to	Milepost	118.5	2 Contracts Available
Zone 8	Milepost	118.5	to	Milepost	126.6	2 Contracts Available
Zone 9	Milepost	126.6	to	Milepost	132	2 Contracts Available
Zone 10	Milepost	132	to	Milepost	138.8	2 Contracts Available
Zone 11	Milepost	138.8	to	Milepost	145.6	2 Contracts Available
Zone 12	Milepost	145.6	to	Milepost	150.7	2 Contracts Available
Zone 13	Milepost	150.7	to	Milepost	158.9	2 Contracts Available
Zone 14	Milepost	158.9	to	Milepost	172.4	2 Contracts Available

APPENDIX C TO PREQUALIFICATION APPLICATION

NEW JERSEY TURNPIKE RULE PROPOSAL

54 N.J.R. 413(a)

Copy Citation

VOLUME 54, ISSUE 5, MARCH 7, 2022

RULE PROPOSALS

Reporter

54 N.J.R. 413(a)

[NJ - New Jersey Register](#) [2022](#) [MARCH](#) [MARCH 7, 2022](#) [RULE PROPOSALS](#) [OTHER](#)
[AGENCIES -- NEW JERSEY TURNPIKE AUTHORITY](#)

▶ Interested Persons Statement

Agency

OTHER AGENCIES > NEW JERSEY TURNPIKE AUTHORITY

Administrative Code Citation

Proposed Amendments: N.J.A.C. 19:9-3.1 and 3.2

Text

New Jersey Turnpike Authority Towing Rates and Road Services Rates

Authorized By: New Jersey Turnpike Authority, Diane Gutierrez-Scaccetti, Chair. Authority: N.J.S.A. 27:23-5(s).

Calendar Reference: See below for explanation of exception to calendar requirement. Proposal Number: PRN 2022-030.

Submit written comments by May 6, 2022, to:

Ann Christine Monica, Acting Director of Law New Jersey Turnpike Authority
PO Box 5042
Woodbridge, NJ 07095-5042 Email: rules@njta.com

The agency proposal follows:

Summary

The New Jersey Turnpike Authority (Authority) proposes to amend its rules at N.J.A.C. 19:9-3.1 and 3.2 to increase the fees that may be charged by service providers for towing services and road services on the New Jersey Turnpike and Garden State Parkway (Roadways). Pursuant to the Authority's enabling legislation, N.J.S.A. 27:23-5(s), the Authority has the power to adopt rules to "fix maximum towing and storage fees" for towing and storage services on the Roadways. The Authority's current maximum routine towing and road service fees were last adjusted five years ago by 20 percent, after remaining unchanged for almost 13 years.

Most recently, significant increases in fuel, insurance, and other operating costs, coupled with the challenges presented by COVID-19, impact the service providers' ability to meet operating costs and provide modest increases in salary and benefits to retain qualified employees. While these combined factors present operating hardships for the service providers generally, the ability of some smaller service providers to remain in business is likely threatened. In turn, the Authority's ability to ensure safe, efficient, and reliable towing and road services on the Roadways is jeopardized if a sufficient pool of qualified service providers is not available to provide those critical services.

After surveying other regional toll roads, it is apparent that the Authority's towing and road services fees are significantly lower. Accordingly, the Authority proposes to increase routine towing and road service fees on the Roadways to bring them more in line with other regional toll roads, and to ensure that a qualified pool of service providers remains available to perform these critical services on the Authority's Roadways.

A summary of the proposed amendments follows:

The amendments proposed at N.J.A.C. 19:9-3.1(a)1 provide for an increase in the maximum service charge for towing services for Class 1 vehicles (under 7,000 pounds Gross Vehicle Weight Rating (G.V.W.R.), generally, "Passenger Vehicles") from \$72.00 to \$108.00, and an increase in the per mile charge from \$3.50 to \$4.00, resulting in an increase in the total maximum fee for Class 1 vehicles, including the service charge, from \$107.00 to \$148.00. Additionally, the amendments propose to delete N.J.A.C. 19:9-3.1(a)1i(2) governing fees for tows of Class 1 vehicles to other than the service provider's Authority-authorized garage facility at a patron's request (Alternate Destination Tow). Rather, the Authority intends to include provisions in contracts awarded pursuant to N.J.A.C. 19:9-2.13 that ensure the fees for such Alternate Destination Tows are reasonable and fair to Authority patrons who request an Alternate Destination Tow.

The amendments proposed at N.J.A.C. 19:9-3.1(a)2 provide for an increase in the maximum service charge for towing services for Class 2 vehicles (7,000 pounds and over G.V.W.R; for example, straight truck, or passenger vehicle with trailer) from \$132.00 to \$198.00, and an increase in the per mile charge from \$4.00 to \$4.50, resulting in an increase in the total maximum fee for Class 2 vehicles, including the service charge, from \$172.00 to \$243.00. The amendments propose to delete N.J.A.C. 19:9-3.1(a)2i(1)(B) governing Alternate Destination Tows.

The amendments proposed at N.J.A.C. 19:9-3.1(a)2ii provide for an increase in the maximum service charge for towing services for Class 3 vehicles (generally, over 15,000 pounds G.V.W.R.) from \$250.00 to \$375.00, and an increase in the per mile charge from \$5.00 to \$5.75, resulting in an increase in the total maximum fee for Class 3 vehicles, including the service charge, from \$300.00 to \$432.50.

The amendments also propose a 25 percent increase to additional fees for services to Class 2 or Class 3 vehicles at N.J.A.C. 19:9-3.1(a)2iii. Further, the amendments propose a 75 percent increase to: (i) winching and wrecking fees at N.J.A.C. 19:9-3.1(a)3; (ii) specialized equipment for routine towing services at N.J.A.C. 19:9-3.1(a)4; and (iii) hourly rates covering equipment listed for extra heavy duty towing and recovery services at N.J.A.C. 19:9-3.1(a)5.

Further, the amendments to storage rates at N.J.A.C. 19:9-3.1(b) propose a reduction in free storage for all vehicles from 24 hours to 12 hours. Additionally, storage rates will increase for passenger vehicles from \$25.00 to \$40.00 per calendar day, commencing after the first 12 hours. Thus, the amendments will require free storage for all vehicles for the first 12 hours, and storage will be charged for each calendar day thereafter at the applicable storage rate for each vehicle type set forth at N.J.A.C. 19:9-3.1(b)1, 2, and 3.

The amendments proposed at N.J.A.C. 19:9-3.2(a)1, road service rates governing Class 1 vehicles on the New Jersey Turnpike, provide for an increase in the service charge from \$60.00 to \$75.00. The amendments proposed at N.J.A.C. 19:9-3.2(a)7, tire repair/replacement services for trucks and buses on the New Jersey Turnpike, will increase the maximum service charge from \$125.00 to \$156.00, and the maximum labor rate will increase from \$75.00 per hour to \$94.00 per hour. The charge for an additional tire change on the New Jersey Turnpike will increase from \$25.00 to \$31.00 for each tire change beyond the first tire change.

The amendments proposed at N.J.A.C. 19:9-3.2(b)1, road service rates governing Class 1 vehicles on the Garden State Parkway, provide for an increase in the service charge from \$60.00 to \$75.00. The amendments proposed at N.J.A.C. 19:9-3.2(b)7, tire repair/replacement services for trucks and buses on the Garden State Parkway, will increase the maximum service charge from \$125.00 to \$156.00, and the maximum labor rate will increase from \$75.00 per hour to \$94.00 per hour. The charge for an additional tire change on the Garden State Parkway will increase from \$25.00 to \$31.00 for each tire change beyond the first tire change.

A 60-day comment period is provided; therefore, pursuant to N.J.A.C. 1:30-3.3(a)5, the notice is excepted from the provisions at N.J.A.C. 1:30-3.1 and 3.2 governing rulemaking calendars.

Social Impact

The proposed amendments will enhance the competitive process for procuring towing services on the Roadways by increasing the pool of qualified towers and ensuring that there are sufficient qualified service providers available to provide safe, efficient, and reliable services to Authority patrons. The proposed amendments are anticipated to provide some relief to service providers who have and continue to operate their businesses under financial pressures of increased costs and COVID-19 disruptions and, in some cases involving small business operators, the proposed increases may be vital to their ability to continue in business.

Economic Impact

The Authority does not anticipate that the amendments will have a significant economic impact on the Authority patrons who may be in need of the services while on the Roadways. Many patrons may be insulated from any economic impact of the amendments as a result of insurance coverage for emergency towing or through their membership in automobile clubs from whom they may be reimbursed. Moreover, all service providers who are awarded contracts to provide towing services on the Roadways are required to honor valid AAA membership in payment of services. Further, the Authority believes that any economic impact is offset by the assurance that, should a patron be in need of assistance on an Authority Roadway, their need will be addressed by a qualified, competent service provider in a timely manner to ensure their safety and that of the traveling public.

Federal Standards Statement

The proposed amendments do not contain any standards or requirements that exceed the standards or requirements imposed by Federal law because no Federal standards or requirements apply to the proposed amended rules.

Jobs Impact

The Authority believes that the proposed amendments may result in the addition of, or ability to maintain, employees at service provider businesses.

Agriculture Industry Impact

The Authority does not believe that the proposed amendments will have any impact on the agriculture industry in New Jersey.

Regulatory Flexibility Analysis

The proposed amendments do not impose any reporting or recordkeeping requirements; however, they may impose minimal compliance requirements on small business as defined by the Regulatory Flexibility Act, N.J.S.A. 52:14B-16 et seq., to the extent that such small businesses intend to participate in future procurements for towing services on the Authority's Roadways. The proposed amendments increase the rates permitted to be charged. The proposed amendments will be applied uniformly to all segments of the business community, including small businesses, and are in no way unduly burdensome.

Housing Affordability Impact Analysis

The proposed amendments will have no impact on the affordability of housing in New Jersey, and there is no likelihood that the rules would evoke a change in the average costs associated with housing because the rules proposed for amendment concern towing services on the Authority's Roadways.

Smart Growth Development Impact Analysis

The proposed amendments will have an insignificant impact on smart growth, if any, and there is no likelihood that the rules proposed for amendment would evoke a change in housing production in Planning Areas 1 or 2, or within designated centers, under the State Development and Redevelopment Plan because the rules proposed for amendment concern routine towing services on the Authority's Roadways.

Racial and Ethnic Community Criminal Justice and Public Safety Impact

The Authority has evaluated this rulemaking and determined that it will not have an impact on pretrial detention, sentencing, probation, or parole policies concerning adults and juveniles in the State.

Accordingly, no further analysis is required.

Full text of the proposal follows (additions indicated in boldface **thus**; deletions indicated in brackets [thus]):

SUBCHAPTER 3. TOWING RATES

19:9-3.1 Towing rates on the Turnpike and the Parkway

- (a) Towing rates charged by Authority-authorized companies on the Roadway[, pursuant to contracts entered into after March 20, 2017,] shall not exceed the following rates or such rates as may be approved and amended by the Board from time to time in accordance with [P.L. 2003, c.79 (N.J.S.A. 27:23-42.b(7)) or with] the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the rules on agency rulemaking, N.J.A.C. 1:30:
1. Class 1 Vehicles (under [6,999] **7,000** pounds G.V.W.R. (**generally, "Passenger Vehicles"**)), for the purpose of towing rates only):
 - i. Service charge of \$[72.00] **108.00** plus:
 - (1) \$[3.50] **4.00** per mile on the Roadway, up to a maximum fee to tow the vehicle to the Authority-authorized garage facility, including the service charge, of \$[107.00; or] **148.00**.
 - (2) For tows that continue off the Roadway to locations other than an Authority-authorized garage facility, \$ 3.50 per mile on the Roadway, plus \$ 10.00 per mile for the first mile off the Roadway, and \$ 7.50 per mile for each additional mile off the Roadway, except that this sub-subparagraph shall not apply to tows that terminate outside the State of New Jersey.]

2. Other classes of vehicles (7,000 pounds and over G.V.W.R.):

- i. Class 2 Vehicles (for the purpose of towing rates only, straight truck (up to [14,999] **15,000** pounds [gross vehicle weight] **G.V.W.R.**), [car] **Passenger Vehicle** with trailer, or trailer without [car] **Passenger Vehicle**):

(1) Service charge of \$[132.00] **198.00** plus:

(A) \$[4.00] **4.50** per mile on the Roadway, up to a maximum, including the service charge, of \$[172.00; or] **243.00**.

[(B) For tows that continue off the Roadway to locations other than an Authority-authorized garage facility, \$ 4.00 per mile on the Roadway, \$ 10.00 per mile for the first mile off the Roadway, and \$8.00 per mile for each additional mile, except that this sub-sub-subparagraph shall not apply to tows that terminate outside the State of New Jersey.]

- ii. Class 3 Vehicles (for the purpose of towing rates only, tractor trailer, bus (**over** 15,000 pounds [or more] G.V.W.R.)), or any vehicle requiring the use of a Landoll tractor trailer:

(1) Service charge of \$[250.00] **375.00** plus \$[5.00] **5.75** per mile on the Roadway, up to a maximum, including the service charge, of \$[300.00] **432.50**.

- iii. Where applicable, the following additional fees may be charged for services to Class 2 or **Class 3** [vehicles] **Vehicles**:

(1) \$[30.00] **38.00** for connecting air lines and \$[30.00] **38.00** for connecting lights;

(2) \$[54.00] **68.00** for disconnecting drive shaft on all trucks;

(3) \$[48.00] **60.00** per axle for removing an axle; and

(4) \$[54.00] **68.00** for removing an air scoop.

3. Winching and wrecking (all classes of vehicles):

- i. \$[80.00] **140.00** per hour for a light wrecker;

- ii. \$[130.00] **228.00** per hour for a heavy wrecker; and

iii. Winching fees set forth [under] **pursuant to** this section shall only be charged for winching activities that occur when a [motor] vehicle has left the Roadway, overturned, or become embedded, attached, or hitched to a tree, pole, guardrail, or other fixed object. Winching for purposes of this paragraph shall not include the act of pulling a [motor] vehicle onto a tilt bed or carrier or lifting a [motor] vehicle with a conventional tow sling.

4. Specialized equipment for routine towing services:

- i. \$[250.00] **438.00** per hour for specialized equipment, including, but not limited to, Oshkosh box trailer with tractor; and
- ii. \$[450.00] **788.00** per hour for Rotator 60-ton capacity and up, and for 50-ton construction crane.

[page=415] 5. Extra heavy duty towing and recovery services, which shall mean when used in this section, the immediate, coordinated, professional response by authorized extra heavy duty towing and recovery service contractors to incidents that have occurred on the Roadway, causing or having the potential to cause serious and lengthy disruption to Roadway operations, specifically, the normal flow of traffic, as determined in the sole discretion of the Authority. These incidents include, but are not limited to, large overturned commercial vehicles such as trucks, buses, or spillage of products that require the use of special heavy duty recovery equipment and expertise to resolve. Extra heavy duty towing and recovery service contractors must provide service under critical time restraints and work under severe pressure in an effort to return the Roadway to normal operating conditions. Recovery equipment must be operated in a team response and coordinated effort, providing the utmost safety and care in the actual operation, which will include, but not be limited to, winching, uprighting of overturned commercial vehicles, towing and expeditious removal of all vehicles, as well as the expeditious removal of cargo and debris from the affected Roadway. The Authority-authorized extra heavy duty towing and recovery services contractor shall be solely responsible for the removal of all such vehicles, cargo, and debris.

i. Rates for the following extra heavy duty towing and recovery services, chargeable in one-half hour increments by Authority-authorized extra heavy duty towing and recovery services contractors, shall not exceed the following amounts:

Equipment:

Heavy duty wreckers	\$[250.00] 438.00 per hour
Landoll w/tractor	\$[250.00] 438.00 per hour
Relief box trailer	\$[250.00] 438.00 per hour
60-ton rotator	\$[450.00] 788.00 per hour
50-ton construction crane	\$[450.00] 788.00 per hour
Light duty flatbed	\$[60.00] 105.00 per hour
Light duty tow truck with wheel lift	\$[60.00] 105.00 per hour
Relief refrigerated tractor trailer	\$[300.00] 525.00 per hour
Tractor only	\$[200.00] 350.00 per hour
Heavy duty flatbed	\$[250.00] 438.00 per hour
Service truck	\$[250.00] 438.00 per hour
Front end loader (two-yard minimum bucket)	\$[250.00] 438.00 per hour
Bob cat/skid steer	\$[250.00] 438.00 per hour
Fork lift (5,000 pounds minimum capacity)	\$[250.00] 438.00 per hour
Backhoe	\$[250.00] 438.00 per hour
Dump truck	\$[250.00] 438.00 per hour
Dump trailer w/tractor	\$[250.00] 438.00 per hour

Roll off container (40-yard) + disposal fee	\$[250.00] 438.00 per hour
Light tower (two-light minimum)	\$[150.00] 263.00 per hour
Pallet jacks	\$[200.00] 350.00 flat fee
Rollers (Off Load)	\$[200.00] 350.00 flat fee Labor:
Supervisor (Wreck Master)	\$150.00 per hour
Tech Labor (Driver, Rigger)	\$100.00 per hour
Manual Labor	\$75.00 per hour

(b) Storage rates charged by Authority-authorized companies [pursuant to contracts entered into after September 18, 2017,] shall not exceed the following rates or such rates as may be approved and amended by the Board from time to time in accordance [with P.L. 2003, c. 79 (N.J.S.A.27:23-42.b(7)) or] with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the rules on agency rulemaking, N.J.A.C. 1:30:

1. [Cars] **Passenger Vehicles**: First [24] **12** hours free; \$[25.00] **40.00** per calendar day thereafter.
2. Vehicles up to [14,999] **15,000** pounds G.V.W.R.: First [24] **12** hours free; \$ 75.00 per calendar day thereafter.
3. Vehicles over [14,999] **15,000** pounds G.V.W.R.:
 - i. All except buses: First [24] **12** hours free; \$ 75.00 per unit per calendar day thereafter; **and**
 - ii. Buses: First [24] **12** hours free; \$ 150.00 per calendar day thereafter.

19:9-3.2 Road services rates on the Roadway

(a) Road service rates on the Turnpike for Class 1 [vehicles] **Vehicles** charged by Authority-authorized service companies [pursuant to contracts entered into after March 20, 2017,] shall conform with the following rates or such rates as may be approved and amended by the Board from time to time in accordance [with P.L. 2003, c.79 (N.J.S.A. 27:23-42.b(7)) or] with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$[60.00] **75.00**;

2.-6. (No change.)

7. Tire repair/replacement services for trucks and buses: The service charge to be charged by a contractor shall not exceed \$[125.00] **156.00**. The maximum hourly labor rate shall not exceed \$[75.00] **94.00** per hour. The only charges that a contractor may charge a patron are: the service charge bid by the contractor; if applicable, the hourly labor rate bid by the contractor multiplied by the actual time spent by the contractor at the scene, beyond the initial one-half hour, in repairing/replacing tires and/or rims; if applicable, an additional tire service charge of \$[25.00] **31.00** for each additional tire change beyond the first tire change; and the retail price of any supplied tires or rims and any other related equipment supplied. No other charges are permitted. The terms "contractor," "service charge," "hourly labor rate," and "additional tire service charge" are defined terms that shall have the meanings set forth in the procurement documents issued by the Authority from time to time for tire repair/replacement services for trucks and buses.

(b) Road service rates on the Parkway for Class 1 [vehicles] **Vehicles** charged by Authority- authorized towing and emergency service providers [pursuant to contracts entered into after March 20, 2017,] shall conform with the following rates or such rates as may be approved and amended by the Board from time to time in accordance [with P.L. 2003, c.79 (N.J.S.A. 27:23-42.b(7)) or] with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$[60.00] **75.00**;

2.-6. (No change.)

7. Tire repair/replacement services for trucks and buses: The service charge to be charged by a contractor shall not exceed \$[125.00] **156.00**. The maximum hourly labor rate shall not exceed \$[75.00] **94.00** per hour. The only charges that a contractor may charge a patron are: the service charge bid by the contractor; if applicable, the hourly labor rate bid by the contractor multiplied by the actual time spent by the contractor at the scene, beyond the initial one-half hour, in repairing/replacing tires and/or rims; if applicable, an additional tire service charge of \$[25.00] **31.00** for each additional tire change beyond the first tire change; and the retail price of any supplied tires or rims and any other related equipment supplied. No other charges are permitted. The terms "contractor," "service charge," "hourly labor rate," and "additional tire service charge" are defined terms that shall have the meanings set forth in the procurement documents issued by the Authority from time to time for tire repair/replacement services for trucks and buses.

NEW JERSEY REGISTER

Copyright © 2022 by the New Jersey Office of Administrative Law

Content Type: Terms:

Narrow By: -None-

Date and Time: Mar 09, 2022 03:47:08 p.m. EST

[Cookie Policy](#) [Terms & Conditions](#)
 LexisNexis®



APPENDIX D TO PREQUALIFICATION APPLICATION

ZONE FEES

GARDEN STATE PARKWAY	
Zone	Fees
1	\$ 9,000.00
2	\$ 6,000.00
3	\$ 9,500.00
4	\$ 7,000.00
5	\$ 12,500.00
6	\$ 11,500.00
7	\$ 8,500.00
8	\$ 14,500.00
9	\$ 10,500.00
10	\$ 14,500.00
11	\$ 15,500.00
12	\$ 10,000.00
13	\$ 7,500.00
14	\$ 11,500.00
NEW JERSEY TURNPIKE	
Interchange	Fees
Interchange 1	\$ 2,500.00
Interchange 2	\$ 3,500.00
Interchange 3	\$ 4,000.00
Interchange 4	\$ 3,500.00
Interchange 5	\$ 6,500.00
Interchange 7	\$ 9,000.00
Interchange 8	\$ 14,500.00
Interchange 9	\$ 13,000.00
Interchange 11	\$ 11,500.00
Interchange 12	\$ 8,000.00
Interchange 13/13A	\$ 10,500.00
NBHCE	\$ 8,500.00
Interchange 15E	\$ 12,500.00
Interchange 15W	\$ 4,500.00
Interchange 16E	\$ 6,000.00
Interchange 16W	\$ 5,500.00
Interchange 18E-W	\$ 4,500.00
I-95	\$ 9,500.00

APPENDIX E TO PREQUALIFICATION APPLICATION

PROTEST REGULATIONS

§ 19:9-2.12 Procedures to resolve protested solicitations and awards

(a) Any actual or prospective bidder, proposer, or contractor who is aggrieved in connection with the solicitation or award of a contract or its prequalification status or classification may protest to the Authority. The protest shall be submitted in writing within five days after such aggrieved person knows or should have known of the facts giving rise thereto. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the protestant bases its protest.

(b) Upon the filing of a timely protest, the Executive Director or his or her designee shall have the authority, but not the obligation, to conduct a hearing, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor concerning the solicitation or award of a contract or its prequalification status or classification, with the Executive Director retaining authority for the final decision of the Authority. Any such hearing may be conducted on written submissions, or through an in-person informal conference, as determined in the discretion of the Executive Director or his or her designee, as deemed necessary based upon the nature of the protest.

(c) If the protest is not resolved by mutual agreement, the Executive Director or his or her designee shall promptly issue a decision in writing. The decision shall state the determination made and reasons for the action taken. The decision shall be mailed or furnished promptly to the protestant and any other interested party.

(d) A decision under (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.

(e) In the event of a timely protest under (a) above, the Authority shall not proceed further with the solicitation, or with the award of the contract until the decision is rendered under (c) above, or until the Executive Director or his or her designee, after consultation with the Director of Procurement and Materials Management or Chief Engineer, makes a written determination that the continued solicitation or award of the contract without delay is necessary to protect the interest of the Authority or the public.

APPENDIX F TO PREQUALIFICATION APPLICATION

Monthly Aid Report Summary ("MARS")

The worksheet is to be submitted electronically by email between the 1st and 15th of each calendar month. A printed hard copy of the MARS, along with the Authority copies of the invoices generated during aid calls, will be simultaneously submitted to the Manager of Emergency Services. Failure to abide with this requirement may result in suspension or termination by Authority personnel.

AKME Towing and Recovery, Inc.

Period of XX/XX/20XX to XX/XX/20XX

Number of Dry Runs Reported	8
Number of Unavailable	0
Number of Refused Calls	0
Number of Passed Calls	3
Mean Response Time of Completed Calls	31
Mean Clear Time of Completed Calls	51
Number of Response Times Exceeding Max Allowed	32

Consolidated monthly
MARS details

AID #	LOCATION	SECTION	REG	MAKE	VEHICLE TYPE	CALL TYPE	SRV TYPE	REPT	ON SCENE	COMP	INVOICE #	AMT CHG
1707010297	107.1	SNW	Y24XJR	Lexus	PC	M		23:12	23:35	00:15		
1707030033	106.0	SNO-W	35815X	Freightliner	TT	M		05:00	07:01	07:18		
1707110025	111.9	NSW	B11GWR	Hyundai	PC	M		04:47	05:05	05:14		
1707120089	T15W	ISXT	CKC9773	Isuzu trk	BT	M		10:08	10:38	11:09		
1707120175	108.2	NSW		Tractor	TT	M		14:31	15:01	15:18		
1707120361	108.9	NSE	U96BYM	Hyundai	PC	M	S	23:37	00:05	00:05		
1707130264	106.6	SNO-W		Tractor	TT	M		18:02	18:32	19:18		
1707140077	107.5	SNW	HGJ3076	Volvo	PC	A		08:40	09:11	09:17		
1707150194	111.2	NSW	31133MK	Ford	EV	M		15:23	15:46	16:09		
1707160066	110.6	NSW		Hyundai	PC	M		07:47	08:21	09:13		
1707170252	111.4	NSW	XBU828	Isuzu trk	BT	M		17:20	17:48	18:16		
1707180013	109.0	NSW	TX49389	Toyota	TX	M	D	03:58	04:21	04:21		
1707180017	110.1	NSW	TX49389	Toyota	PC	M		04:32	05:01	05:01		
1707180127	108.2	SNW	AT932G	Kenworth	TR	M		12:40	13:10	13:31		
1707190031	T16W	ISENT	XX256L	Isuzu	FB	M		06:29	07:05	08:33		

The AID# are sequential, listed from the oldest to newest.

AID numbers are formatted as Year/Month/Day/4-digit Number.

Company-specific invoice numbers will be listed in this column, with corresponding Authority-copies of these invoices mailed to the Manager of Emergency Services along with a copy of this completed form.

Total amount charged per invoice must be included next to the invoice number, with a total amount charged tabulated for the month included.

APPENDIX G TO PREQUALIFICATION APPLICATION

ACCESS AGREEMENT - EQUIPMENT

THIS ACCESS AGREEMENT is made and entered into this ___ day of _____, 20___, by and between _____ [EQUIPMENT OWNER] with its principal place of business at _____ [insert address] (hereinafter, "Grantor") and _____ [TOWING COMPANY] with its principal place of business at _____ [insert address] (hereinafter, "Grantee"), (the Grantor and Grantee are collectively referred to as the "Parties").

WITNESSETH

In consideration of the mutual benefits to be derived from this Access Agreement, the Parties agree as follows:

1. Grantor agrees that Grantee shall have the right to enter the Grantor's property at _____ (the "Property") to access the equipment set forth in Paragraph 3 hereof.
2. Grantor shall provide Grantee access to Grantor's Property and the equipment set forth in Paragraph 3 below, twenty-four (24) hours per day, seven (7) days per week.
3. Grantor shall provide such entry to the Property to permit Grantee to access, for Grantee's off-site use, one (1) heavy-duty wrecker that complies with the requirements set forth in this Prequalification Application (the "Equipment").
4. Grantor acknowledges and agrees that Grantee will use the Equipment to perform a contract, if awarded to Grantee by the New Jersey Turnpike Authority, for Routine Towing and Emergency Services on the Garden State Parkway (the "Towing Contract").
5. Grantor acknowledges and agrees that the Equipment that is the subject of this Access Agreement must be properly registered, insured, certified and/or permitted as required by the New Jersey Department of Motor Vehicle regulations, or other applicable regulatory agencies. All Equipment must bear a New Jersey Turnpike Authority garage registration number as supplied by the New Jersey Turnpike Authority and in compliance with N.J.S.A. 27:23-6.2.
6. Grantor acknowledges and agrees that the Equipment will be subject to inspection by New Jersey Turnpike Authority personnel. Grantor agrees to provide New Jersey Turnpike Authority personnel with access to the Property and Equipment at any time during the term of this Access and Use Agreement.

7. The term of this Agreement shall commence on the date that Grantee is awarded the Towing Contract, if at all, by the New Jersey Turnpike Authority and shall remain in force and effect throughout the term of the Towing Contract.

8. Grantor and Grantee agree that performance under this Access Agreement will comply with all applicable local, State and federal laws and regulations, with generally-accepted industry standards, and with the requirements of Grantee's Prequalification Application to the New Jersey Turnpike Authority.

9. All correspondence relating to this Agreement shall be forwarded by telecopy or email (with hard copy to follow) to the Parties as follows:

To Grantor:

To Grantee:

cc to: Operations Department, Division of Emergency Services
New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, New Jersey 07095-5042
Email: towing@njta.com

10. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

11. This Agreement contains the entire agreement between the Parties pertaining to the subject matter herein.

12. No agent, employee, or other representative of either party is empowered to alter or amend any of the terms of this Access Agreement, unless such alteration or amendment is in writing and has been signed by an authorized representative of each of the Parties, and subject to the written consent of the New Jersey Turnpike Authority. This provision cannot be orally waived.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth above.

Grantor

By: _____

Grantee

By: _____

APPENDIX H TO PREQUALIFICATION APPLICATION

**DRAFT AGREEMENT FOR ROUTINE TOWING SERVICES
FOR INFORMATIONAL PURPOSES ONLY**

THIS AGREEMENT dated _____, and effective 12:01 a.m., _____, 20 (“Effective Date”) by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 1 Turnpike Plaza, Woodbridge, New Jersey 07095 (the “Authority”); and _____ (the “Contractor”).

WHEREAS, as an essential function of operating the New Jersey Turnpike and Garden State Parkway, the Authority makes available routine towing services of disabled vehicles for its patrons; and

WHEREAS, the Authority solicited and reviewed for legal and technical compliance bids submitted under a competitive bid procurement process for selection of qualified, authorized towing contractors to provide [routine towing on the New Jersey Turnpike (the “Services”) within designated provider locations (hereinafter, “Zones”) [routine towing and emergency services on the Garden State Parkway (the “Services”) from designated Zones]; and

WHEREAS, the Contractor was selected as a qualified, authorized towing contractor and the Authority wishes to engage the Contractor to provide the Services in Zone __; and

WHEREAS, the parties wish to enter into an Agreement setting forth the terms and conditions for the Contractor’s Services,

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS.**

- (a) “The Authority” shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq.;
- (b) “Contractor” shall mean _____;
- (c) “Services” shall refer to [routine towing services on the New Jersey Turnpike][routine towing and emergency services on the Garden State Parkway] in accordance with Contractor’s Prequalification Application dated _____ (a copy of which is attached hereto as Exhibit A and made a part hereof), the Request for Bids, dated _____ (a copy of which is attached hereto as Exhibit B and made a part hereof), and Contractor’s bid submission dated _____, collectively with this Agreement, the “Contract”).

2. **SERVICES.** The Contractor agrees to provide the Services on the [New Jersey Turnpike] [Garden State Parkway] in Zone _____.

3. **TERM.** This Contract will commence upon the Effective Date and will continue for a term of five (5) years, with an option for two (2) one-year extensions, at the sole discretion of the Authority, unless terminated earlier in accordance with the terms of Section 4 below.

4. TERMINATION AND SUSPENSION: The Contract may be terminated by the Authority upon written notice (“Notice of Termination”) at any time for any material breach of any terms, conditions, or obligations of the contract by the Contractor, as determined by the Authority, or if the Contractor 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 Contractor and the act of bankruptcy therein alleged is not denied by the Contractor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate the Contract for convenience provided a Notice of Termination has been given by the Authority to the Contractor at least thirty (30) calendar days prior to the proposed termination date. The Notice of Termination shall be sent by Regular and Certified Mail-Return Receipt Requested, overnight courier or other hand delivery to the Contractor’s address set forth herein and shall be effective upon receipt.

If the Authority, in its sole discretion, determines that Contractor’s breach of any of the terms, conditions, or obligations of the Contract is curable, the Authority may, in its sole discretion, provide the Contractor with a reasonable opportunity to cure the breach, but in no event shall Contractor be provided more than 30 days to effect cure. Upon a breach, the Authority shall provide Contractor with written notice of the breach (“Notice of Breach”), including the timeframe provided for Contractor to cure such breach. If Contractor fails to cure such breach within the required timeframe, the Authority may, in its sole discretion, immediately terminate the Contract by providing a Notice of Termination to the Contractor.

Under those circumstances where a breach is such that continuing Contractor’s Services during a cure period may subject the Authority or its patrons to unreasonable harm, the Notice of Breach may provide that Contractor is immediately suspended until the breach is cured in accordance with the established timeframe for cure. By way of example and not limitation, (i) if Contractor’s required insurance hereunder lapses, the Authority may immediately suspend the Contractor from providing Services under the Contract until Contractor cures such breach by securing replacement insurance within the cure timeframe established in the Notice of Breach, or (ii) if Contractor’s principal or employee is convicted of a disqualifying crime during the term of the Contract, the Authority may immediately suspend Contractor from performing Services until Contractor’s principal divests its interest in Contractor’s business or its employee is removed from providing Services under the Contract within the cure timeframe established by the Authority in the Notice of Breach. For avoidance of all doubt, a failure to cure a beach within the timeframe provided in the Notice of Breach, whether such Notice provides for immediate suspension or not, will subject the Contract to termination. Further, notice of an immediate suspension in a Notice of Breach shall have no effect on the term or termination date of the Contract.

A Notice of Breach (with or without immediate suspension) shall be sent by Regular and Certified Mail-Return Receipt Requested, overnight courier or other hand delivery to the Contractor’s address set forth herein and shall be effective upon receipt. Notwithstanding the foregoing, the Authority reserves the right, in its sole discretion, to immediately suspend or terminate the Contract without prior written notice where the continuance of the Contract presents a danger to the health, safety and welfare of Authority patrons.

5. ZONE FEE. The annual Zone Fee due and owing to the Authority under this Contract is \$ _____, due in monthly installments. The Contractor shall pay to the Authority One Twelfth (1/12) of this Zone Fee, or \$ _____ on the Effective Date and shall pay to the Authority that same amount for each month thereafter during the term of the Contract, no later than the fifteenth day of each month. Payments shall be made by check payable to the New Jersey Turnpike Authority and sent to:

New Jersey Turnpike Authority
Chief Financial Officer
P.O. Box 5042
Woodbridge, New Jersey 07095-5042

In the event payment for the Zone Fees are not received by the Authority by the fifteenth day of the month, the Authority reserves the right to impose, in its sole discretion, a reasonable late fee equal to two (2%) percent of the amount due.

If, during the pendency of the Contract, Contractor is, for a period of 30 days or longer, the sole authorized Contractor for Zone ____, then upon written notice from the Authority, Contractor shall be responsible for and shall pay to the Authority the entire applicable Zone Fee set forth in the Contract documents for that relevant period. If Contractor is directed by the Authority to perform services in a Zone adjacent to Zone ____, Contractor shall pay the Zone Fee, or its proportionate share thereof, for the adjacent Zone in which Contractor performs services for a period of 30 days or longer.

6. **REIMBURSEMENT OF TOLLS.** **Throughout the term of the Contract, Contractor shall maintain a valid, active, and funded New Jersey E-ZPass account and maintain an E-ZPass transponder linked to that account in each vehicle used for Services being provided under the Contract.** The Authority shall reimburse Contractor for all verified toll charges incurred by the Contractor's vehicles when responding to an authorized tow. In order to receive reimbursement, the Contractor shall submit to the Authority, on a monthly basis, a request for reimbursement, using the form "Toll Reimbursement Request," together with all documentation as may otherwise be reasonably requested by the Authority, evidencing that the tolls for which reimbursement is sought were incurred in performing an authorized tow on the Roadway. Upon review and verification of the accuracy of the request, the Authority shall reimburse the Contractor for such tolls by crediting the Contractor's E-Z-Pass account. Under no circumstances will the Authority reimburse Contractor for any administrative fees or other charges related to an E-ZPass violation.

7. **INSURANCE.** For this Contract, the Contractor 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 provided in Section IV of the Request for Bids.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONTRACTOR ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONTRACTOR 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.

8. **INDEMNIFICATION.** The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees 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 attorneys' fees and costs and court costs) (collectively "Liabilities") including, without limitation, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Contractor or the Authority) resulting from any act, omission, negligence or willful misconduct of the Contractor or any of its officers, agents, subcontractors or employees in any manner

related to the subject matter of this Contract. A Contractor's duty to defend and indemnify the Authority extends to any lawsuit or other action in any venue, regardless of whether the allegations made are in dispute by the Contractor. The obligations in this Section shall survive the termination, expiration or rescission of this Contract.

9. EEO AFFIRMATIVE ACTION. The Contractor agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation or any other unlawful basis.

10. NOTICES. Any notices to the Authority under the terms of this Contract shall be in writing and addressed to:

Emergency Services Manager
New Jersey Turnpike Authority
1 Turnpike Plaza
P. O. Box 5042
Woodbridge, New Jersey 07095
(With a copy to the Director of Law at the above address)

Any notices to the Contractor under the terms of this Contract shall be in writing and addressed to:

11. PERSONAL LIABILITY. In carrying out the provisions of this Contract, or in exercising any power or authority granted it by its position, the Contractor agrees that neither the Commissioners of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Contractor with any liability.

12. COMPLIANCE WITH ALL LAWS. The Contractor shall perform the Services under the Contract in compliance with all applicable federal, State, local laws, ordinances, rules, regulations and orders.

13. GOVERNING LAW. The terms of this Contract shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Contract shall be brought only in the Superior Court of the State of New Jersey, County of Middlesex.

14. INDEPENDENT CONTRACTOR. Neither the Contractor nor the Authority shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Contractor shall perform its obligations pursuant to this Contract as an independent contractor.

15. ASSIGNMENT. This Contract, or any part thereof, shall not be subcontracted or assigned by the Contractor without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

16. MODIFICATIONS. This Contract may only be amended or modified in writing and signed by the Authority and the Contractor.

17. PARTIES BOUND. This Contract shall be binding upon the Authority and the Contractor, their respective successors and assigns.

18. AUDIT. The Authority or its duly authorized representative shall have the right to conduct an audit of

all funds, records, receipts, memoranda, claim files and other materials concerning the administration of the towing program that is the subject of this Contract. Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed with regard to the provision of towing services. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records specific to the Contract. Such records shall be retained by Contractor for at least five (5) years after termination of the Contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years or during any dispute or claim between the Authority and the Contractor with regard to the Contract.

Pursuant to *N.J.S.A. 52:15C-14(d)*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

19. CODE OF ETHICS. The Contractor is advised that the Authority is subject to a Code of Ethics pursuant to the laws of the State of New Jersey. By entering into this Contract, the Contractor agrees to be subject to the intent and purpose of said Code and to the requirements of the State of New Jersey Ethics Commission.

20. SECTION HEADINGS. The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope of intent of any terms or provision of this Contract.

21. INTEGRATION. To the extent that there exist any inconsistencies between (i) this Agreement, (ii) the Request for Bids, (iii) the Contractor's Prequalification Application, (iv) any and all other documents issued with respect to Towing Services, or (v) the Contractor's Bid, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

1. Agreement;
2. Request for Bids;
3. Contractor's Prequalification Application;
4. Any and all other documents issued with respect to Towing Services; and
5. Contractor's Bid.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Contract and affix their corporate seals all 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

Approved by the Law Department:

Ann Monica
Acting Director of Law

ATTEST:

Contractor's Name

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

[Corporate Seal]

APPENDIX I TO PREQUALIFICATION APPLICATION

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 Appendix are material terms of any contract entered into by the Authority.

DEFINITIONS

For the purpose of this Appendix, 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 THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

As set forth in Chapter 51 and EO117, the Authority shall not enter into any agreement 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 Procurement and Materials Management 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 prepare a services agreement for execution. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a

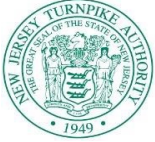
conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

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.

APPENDIX J TO PREQUALIFICATION APPLICATION

TOLL REIMBURSEMENT REQUEST FORM



**New Jersey Turnpike Authority
Toll Reimbursement Form**

Company: _____

Service Period (Up to 90 Days): _____

Zone: _____

E-ZPass Account #: _____

AID #	Location	Section	Transaction Date	Entry Plaza	Exit Plaza	Exit Time	Toll Amount	
Monthly Total							\$	-

I hereby certify that the above E-ZPass transactions are related to Authority authorized aid calls on New Jersey Turnpike Authority roadways.

Authorized Signature: _____

For Authority Use Only:

Approved for Reimbursement by: _____

Date: _____