

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

New Jersey Turnpike Administrative Offices

1 Turnpike Plaza

P.O. Box 5042

Woodbridge, New Jersey 07095-5042

Tel. - 732-750-5300 Ext. 8640

REQUEST FOR BID

TITLE: **VACUUM DEBRIS COLLECTOR**

BID NO: **R-176848**

DUE DATE: **MARCH 28, 2023**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX

SECTION I

A. INTRODUCTION

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

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

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in *N.J.S.A.* 27:23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority regarding public bid procurement.

BIDDER GUIDELINES/CHECKLIST

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

1. The Request for Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. **LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED.** Bid opening will take place via teleconference call only. See page 5.
2. **The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications on the exception form attached.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. **IF CHECKED, THIS RFB REQUIRES THE FOLLOWING MANDATORY DOCUMENT(S) BE SUBMITTED WITH THE BID. FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE BID.**
 - (a) Bid Bond, Letter of Surety or a Cashier’s Check for 10% of the amount Bid
 - (b) Ownership Disclosure Statement (Exhibit C, Instruction to Bidders page 23)
 - (c) Disclosure of Investment Activities in Iran (Exhibit G, Instruction to Bidder page 32)
 - (d) Vendor Disclosure Form (Exhibit G-1, Instruction to Bidder page 33)
6. **TO FACILITATE THE CONTRACT AWARD PROCESS, THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH THE BID. IN THE EVENT THE DOCUMENTS ARE NOT SUBMITTED WITH THE BID, THEY SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.**
 - (a) Certification of Registration with the Secretary of State (only if non-NJ corporation)
 - (b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
 - (c) SBE/WBE/MBE/VOB/DVOB Certificates and Form
 - (d) Bidder must sign the Bid
7. **SEE THE AUTHORITY’S INSTRUCTION TO BIDDERS (ATTACHED) FOR A COMPLETE LIST OF THE AUTHORITY’S STANDARD CONTRACT TERMS AND CONDITIONS, AS WELL AS OTHER FORMS THAT ARE REQUIRED PRIOR TO THE AWARD OF THE CONTRACT(S). THE RECOMMENDED LOW BIDDER(S) MUST SUBMIT THE FOLLOWING CHECKED DOCUMENTS PRIOR TO CONTRACT AWARD.**
 - (a) Mandatory Equal Employment Opportunity Language
 - (b) Affirmative Action Information Sheet with Certificate or Form AA302
 - (c) State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117
 - (d) Notice to All Bidders of Set-Off for State Tax
 - (e) Insurance Certificate
 - (f) State of New Jersey Division of Business Registration Certificate
 - (g) Russia Interim Certification (P.L. 2022, C.3)
 - (h) Instruction and agreement for Direct Payment (ACH)

SECTION II

A. INTENTION

1. **Sealed Bids (Paper Submission Only)** for **R-176848** must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB”.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. **It is the intention of the Authority to issue a Purchase Order for the procurement of One (1) VACUUM DEBRIS COLLECTOR.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. Please contact RICHARD BAVA with any questions regarding this procurement at bava@njta.com.

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority regarding this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency, or apparent error therein. If necessary, an interpretation or correction to the specifications in the form of an addendum shall be issued at least three (3) days prior to the bid opening by the Director of PMM to Bidders who have obtained the Bid Documents in accordance with *N.J.A.C. 19:9-2.2(a)(3)*. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.**
3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority’s interpretation of such ambiguity or inconsistency.
4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure’s, alterations, or items not called for in this “RFB” or irregularities of any kind, may be rejected by the Authority, in its sole discretion.
5. The Bidder shall not attach conditions, limitations, or provisos to its Bid.

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

C. BASIS OF AWARD

1. Bidders must supply a price for every item listed. **Bids not having a price for all listed items may be rejected.**
2. Bidders must quote only one price per line item. **If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line-item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price(s).
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsible and responsive bidder for the total line items Bid.

D. MISCELLANEOUS

1. **ELECTRONIC PAYMENT: The Vendor will be required to accept payment(s) for goods or services via automatic deposit from the Authority. NO OTHER FORM OF PAYMENT WILL BE PROVIDED. See Exhibit M in the Instructions to Bidders on the Authority’s website for the required electronic payment forms: <http://www.njta.com/doing-business/goods-and-services>**
2. **BID OPENING INFORMATION:**

Please be advised that the public bid opening for Solicitation R-176848 which is scheduled for 3/28/23 @ 11:00AM will be by CONFERENCE CALL ONLY.

Conference call details are as follows:

Dial-in Number: 646-992-2010

Access code: 2331 657 9186

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

E. BID QUOTATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL BID AMOUNT
1	1	EA	VACUUM DEBRIS COLLECTOR, AS PER ATTACHED SPECIFICATIONS.	\$	\$

Number of days, after receipt of a Purchase Order, that all equipment will be delivered to the Authority, fully completed and compliant with the Specifications:

___ DAYS

Award will be made to the lowest responsive and responsible bidder for the Total Bid Amount.

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO: bava@njta.com

PURSUANT TO N.J.A.C. 19:9-2.2 (a)(3), ADDENDA WILL BE DISTRIBUTED AND POSTED ON THE AUTHORITY'S WEBSITE AT LEAST THREE DAYS PRIOR TO THE BID OPENING.

NEW JERSEY TURNPIKE AUTHORITY

Very truly yours,

**Janet Rzepka, Acting Director
Procurement and Materials Management**

_____/_____
Name of Company / Authorized Signature of Bidder

F. SIGNATURE PAGE

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

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

Receipt of Addendum / Inquiries # _____ dated _____ is hereby acknowledged.

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

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

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

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

4. **AUTHORIZED SIGNATURE:** _____

Print Name and Title: _____

Bidder: _____

Address: _____

City, State, Zip: _____

E-mail address: _____

Telephone #: _____ Fax: # _____

Date: _____

SECTION III

ADDITIONAL YEARS PURCHASING OPTION

BID TITLE: DEBRIS COLLECTOR

BID NUMBER: R-176848

3 - Year Open End Option: The Authority shall have the option for one (1) Model Year* from the date of Contract, to order additional units conforming to the requirements of these specifications at the same price and under the same terms and conditions as those contained herein.

The Authority shall further have the option to purchase additional units conforming to these specifications for two (2) additional Model Years. Any unit(s) offered during the two (2) subsequent Model Years shall be of the model equivalent to that specified herein. In the latter instances, if there have been any price changes, the vendor shall submit a request to the Authority covering the aforesaid price changes, and shall include appropriate explanation and justification for any such price changes.

Any such request for price adjustment shall be in writing and directed to the Director, Procurement and Materials Management Department and shall be accompanied by the following evidence as a basis for your request.

1. The published price lists for equipment, which were in effect at the time of your original proposal.
2. The equivalent published price lists in effect at the time of your request.
3. Any additional evidence which the Authority deems necessary in the evaluation of your request.

The Authority shall, within its sole discretion, have the right to accept the price changes proposed by the vendor or if it so desires, re-bid the requirement.

*Model Year is defined as the Model Year of the Manufacturer of the unit(s) offered by you in this Request for Quotation. In that instance where proposals are for equipment for which "Model Year" and "Production Cut-Off Dates" are undefined or non-existent, the "Model Year" is defined, for bid purposes, as one calendar year from the date on which the Contract is accepted. The last date on which orders may be placed for the Model currently in effect is _____.

_____/_____
Name of Company and / Authorized Signature of Bidder

SECTION IV

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: R-176848

BID TITLE: DEBRIS COLLECTOR

If you do not choose to respond to this Bid, please complete this form and email to Richard Bava at: bava@njta.com

Name of Company _____

Reason you did not respond (Check all that apply)

- _____ Cannot supply product or service
- _____ Cannot meet technical specifications
- _____ Cannot meet delivery specifications
- _____ Cannot meet legal requirements
(i.e., Bid/performance/security/insurance, etc.)
- _____ Cannot provide a competitive price now
- _____ Interested in receiving specifications for informational purposes only
- _____ Insufficient lead time to respond
- _____ Other:(please be specific)

Do you wish to remain on our mailing list?

_____ Yes _____ No

Additional comments: _____

Signed :(optional)_____

Company:_____

SECTION V

NEW JERSEY TURNPIKE AUTHORITY

GENERAL INSTRUCTIONS AND SPECIFICATIONS FOR:

QUANTITY: One (1)

DESCRIPTION: SINGLE ENGINE TRUCK-MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTOR

SPECIFICATIONS: SETMSCVDC-2023

COMPLIANCE WITH RULES AND REGULATIONS: The unit and associated equipment furnished must comply with all Federal and State Motor Vehicle Safety Laws and Regulations and shall be capable of passing the New Jersey State Motor Vehicle Inspection Laws, where applicable.

ENERGY STAR REQUIREMENTS: If applicable for items specified in the bid package, the vendor must provide products that earn Energy Star Certification and meet the Energy Star specifications for energy efficiency. The vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products. The Energy Star label must also be affixed to each delivered item. The bidder's signature on the signature page certifies that items so indicated that have earned Energy Star and meet the Energy Star specifications or other standards for energy efficiency will be supplied.

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the attached specifications must be brought to the attention of the New Jersey Turnpike Authority's Director of Procurement and Materials Management at 732-750-5300 before bid submission date. If, with knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this Agreement unless and until approved and accepted.

QUESTIONS: Questions, which arise before the bid opening, shall be addressed in writing via e-mail from the vendor to Janet Rzepka (Acting Director of Procurement and Materials Management) at Rzepka@njta.com at the New Jersey Turnpike Authority on a not to delay basis. Questions shall be from the prime bidder only, no subcontractors.

DELIVERY DATE: All bidders **must** list on their "Bid Quotation Sheet" in the space specified the number of days (e.g., 120, 150, 180, etc. after receipt of purchase order) that all vehicles or equipment will be delivered to the Authority fully completed and fully compliant with the specifications. A **specific** number of days **must** be listed. Under **no** circumstances shall bidders give approximate dates or ranges of dates to deliver such as: 210 days to 240 days. **FAILURE TO FOLLOW THESE GUIDELINES MAY RESULT IN REJECTION OF BID.**

CONFIRMATION OF ORDER: Once the Vendor receives the purchase order via email from the Authority's representative, the Vendor shall have a maximum of thirty (30) days to **verify in writing** to the Authority that the vehicles or equipment have been placed on order with the manufacturer of said vehicle (s) or equipment. **FAILURE TO FOLLOW THESE GUIDELINES MAY RESULT IN REJECTION OF PURCHASE ORDER AND AWARD TO THE NEXT LOWEST RESPONSIBLE BIDDER.**

DELIVERY INSTRUCTIONS:

Vendor must contact Rich Schneider (Project Supervisor) at 609-426-6300 ext. 8649 for authorization to schedule date and time prior to delivery. Deliveries shall be made to:

**New Jersey Turnpike Authority
District 4 Maintenance Facility
Exit 8 NJ Turnpike and Route 33
Hightstown, NJ 08520**

- A. Vendor shall be responsible for all delivery, shipping, and pick-up expenses.
- B. All units must be pre-delivery serviced, completely assembled, operational, and cleaned prior to Authority delivery.
- C. The following administrative package **must** accompany all deliveries:
 - **Certificate of Origin:** All New Jersey Manufacturers, Dealers, and/or Distributors **must** stamp the C.O. "Sales Tax Satisfied". The C.O. shall be made out to New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095. Certificate of Origin shall have current date and be hand delivered to Rich Schneider after final acceptance of complete order.
 - **Out of Country Certificates of Origin shall not be acceptable. Awarded vendors outside the United States must use their United States Distributor to fill out Certificates of Origin. NO EXCEPTIONS**
 - **Invoice:** purchase order number must be displayed on vendor's invoice. Invoice shall have current date and be hand delivered to Rich Schneider after final acceptance of complete order.
 - Warranty forms properly executed.
 - Four (4) keys for each vehicle shall be furnished. **No Exceptions**
 - It shall be the responsibility of the awarded vendor that all tolls, when applicable be paid when making delivery to the Authority.
- D. **Deliveries made directly to the Authority from the manufacturer shall not be acceptable unless manufacturer is awarded bidder.**
- E. In the event the awarded bidder contracts a trucking/delivery company to deliver units, a representative from the awarded bidder's company must be at the delivery site at time of delivery to the Authority. **NO EXCEPTIONS**

WARRANTY: All units delivered must be guaranteed to be free from defects in materials, design, and workmanship for a minimum of one (1) year (see additional warranties in specification) and shall start from the time of written acceptance by the New Jersey Turnpike Authority. Warranty must include service availability from any manufacturers authorized dealer establishment most closely located to Parkway and Turnpike area. This repair facility may not be further than 100 miles from District 5 Telegraph Hill Central Maintenance Facility in Holmdel, NJ 07733 or District 4 Maintenance Facility located in Hightstown, NJ 08520. If warranty service is required, the vendor who supplied the unit shall provide for pickup, delivery, and repair of unit at no charge to the New Jersey Turnpike Authority. All warranty periods shall start from date of written acceptance of the unit by the New Jersey Turnpike Authority.

EXCEPTION SHEET: Exception sheet is furnished with each set of specifications. Bidders making exceptions must note exceptions by item and indicate substitution in lieu and submit with bid, detailed specifications on the substitution. If the vendor is submitting an alternate product, component, feature, or part to what is referenced in the specifications, the proposals **must** be accompanied by descriptive literature, marked, and indicate the exact items to be furnished, with an engineering drawing of the same. **Failure to supply information requested may result in rejection of bid.** Where no exception is taken; the word "None" shall be neatly printed or typed on the exception sheet. **Failure to supply information and/or failure to complete the bidder's exception spaces in the prescribed manner may disqualify bid. It shall be understood that if no exception is taken, the vendor shall supply all material exactly as specified. No substitution will be permitted after receipt of bids.**

APPROVED EQUIVALENT: A bid substitution for a specified item brand and/or model that meets the required quality and performance standards of the original brand; substitutions will be determined to be an approved equivalent by the New Jersey Turnpike Authority.

UNIT INFORMATION FORM: Vendor shall complete the entire Unit Information Form. **Failure to complete form may result in rejection of bid.**

MANUFACTURER'S PRODUCTION SHEET: The vendor shall furnish one (1) copy of the actual Factory Production Sheet for each unit provided. The copies of the Factory Production Sheet shall be submitted at the time of the Authority's inspection of the unit.

TRAINING: It shall be the responsibility of the successful bidder to supply all safety, operational and service training to New Jersey Turnpike Authority personnel in accordance with all applicable ANSI and OSHA regulations. The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner manual, along with actual operation of equipment. The instructor shall emphasize all proper uses for safe operation. The training shall include but not limited to all general troubleshooting of the hydraulic system and associated electronics. The instructor shall also emphasize the proper use of tools and test equipment along with general shop safety. The service seminars shall be similar to factory and manufacture type schools. The training, if needed by the Authority shall be scheduled and take place at one (1) site, approximately (6) hours designated by the New Jersey Turnpike Authority.

LABELS: Plastic stick-on labels shall not be acceptable.

ADVERTISEMENTS: No **Dealer** advertisements shall appear on unit or any other related equipment.

NOTICE TO BIDDERS: Bidders shall **not** be allowed to use vehicles/equipment in any type of shows, conventions, brochures, etc. without prior written consent of the New Jersey Turnpike Authority. **NO EXCEPTIONS**

ACCESSORIES: All accessories shall be manufacturer installed when the item is available from the manufacturer.

FACILITIES: Bidders shall represent a manufacturer, which has in operation a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacture(s) whose associated equipment or products are bid shall have a full-service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100-mile radius of either District 4 Maintenance Facility (exit 8 on the NJ Turnpike) located in Hightstown, NJ 08520, or Telegraph Hill Central Maintenance Facility (exit 116 on the GSP) located in Holmdel, NJ 07733. The bidder shall submit the locations, names and telephone numbers of people who are authorized to service the equipment or who can be reached for emergency service.

Location _____

Phone # _____

Contact _____

Name & Title

SPECIFICATIONS: SETMSCVDC-2023
SINGLE ENGINE TRUCK-MOUNTED SELF-CONTAINED VACUUM DEBRIS COLLECTOR

BIDDER’S INSTRUCTIONS

IT SHALL BE THE BIDDER’S RESPONSIBILITY TO CAREFULLY EXAMINE EACH ITEM OF THE SPECIFICATION. BIDDERS MUST INDICATE WHETHER THEY COMPLY OR NON-COMPLY FOR EACH LINE ITEM IN THE SPECIFICATION. FAILURE TO PROVIDE A COMPLETED BID MAY CAUSE REJECTION OF BID. ALL NON-COMPLY RESPONSES AND/OR BIDDERS PROPOSED “APPROVED EQUIVALENTS” MUST BE FULLY EXPLAINED ON EXCEPTION FORM, NOTING SECTION AND ITEM. FAILURE TO EXPLAIN NON-COMPLY RESPONSES OR FAILURE TO SUPPLY DETAILED LITERATURE/BROCHURES ON THE BIDDERS PROPOSED “APPROVED EQUIVALENTS” MAY CAUSE REJECTION OF BID. WHERE “MINIMUM / MAXIMUM” IS SPECIFIED, BIDDERS MUST PROPOSE AT LEAST THE MINIMUM / MAXIMUM SIZES OR THE BID MAY BE REJECTED.

	COMPLY	
	YES	NO
GENERAL:		
A. It is the intent of this specification to provide and govern for the purchase of an unused power driven, vacuum type, leaf collecting machine, having a six-wheeled, truck chassis with variable power divider (No Auxiliary Engine Needed) allowing for chassis engine power to be used for vacuum operation and variable travel speed while vacuuming, having a hydraulically operated hose boom, capable of picking up leaves from the curb side and depositing the leaves into its own hopper.		
B. The unit shall be an Xtreme Vac Model DCL1000SE25, or Authority approved equivalent self-contained vacuum leaf loader mounted on a Freightliner Model M2 or Authority approved equivalent, with an in-cab controlled singular push-button, variable power divider located between the chassis engine and the Allison or Authority approved equivalent automatic transmission allowing the chassis engine to deliver high power to the vacuum components while creeping the vehicle.		
PTO/POWER TRANSMISSION:		
A. The power take off shall be from a variable power divider (VPD) wet disc clutch transmission between the engine and transmission.		
B. PTO shall be integral to the (variable power divider) VPD.		
C. The clutch shall consist of a wet disc clutch operated via the hydraulic system integral to the VPD.		
D. All actuation must be initiated through a CAN bus communication with the VPD and the leaf collection control system.		
E. Power shall be transferred from the VPD’s driveshaft to a closed loop hydrostatic fan drive.		
F. The closed loop hydrostatic fan drive shall have a dedicated variable displacement pump and charge pump (no exceptions).		

	COMPLY	
	YES	NO
PTO SAFETY ENGAGEMENT SYSTEM:		
A. The PTO shall be integrated into the safety system of the leaf collector so that no unsafe machine condition shall enable the clutch to be engaged on the VPD to power the leaf vacuum hydrostat.		
B. The PTO and clutch shall have sensors that shall provide confirmation of clutch engagement and disengagement.		
SINGLE-ENGINE SYSTEM:		
A. The vacuum leaf collector shall be equipped with a variable power divider approved at 560 ft-lb of input torque and 240 (179 kW) of input power. The variable power divider shall eliminate the need for an auxiliary diesel engine. The variable power divider shall use the chassis engine to power the chassis propulsion and the vacuum components.		
B. The variable power divider shall be located between the chassis engine and the Allison or Authority approved transmission for maximum efficiency.		
C. The variable power divider shall be capable of directly driving hydraulic pumps without the use of auxiliary Power Take Off's (PTO's) or belt drive systems.		
D. The variable power divider shall be a planetary gearbox design; varies the input to output ratio.		
E. The variable power divider control pump shall operate directly off the chassis engine coupling in all modes - "Work Mode" or "Highway Mode". This pump shall provide variable operating flow - managing the ratio of input to output - for the variable power divider. The system shall include an electronic control module which manages pump flow. This mode shall be switched from the joystick via a rocker switch located near the operator's thumb.		
F. The variable power divider shall operate directly off of the chassis engine coupling in all modes - "Work Mode" or "Highway Mode".		
HYDRAULIC SYSTEM:		
A. A variable piston type displacement pump with a minimum of 4.2 cubic inch rating shall be used allowing for efficient operation of the blower at desired speeds.		
B. The unit shall be equipped with two (2) completely independent hydraulic systems.		
C. The first shall be a gear driven hydraulic pump directly coupled to the closed loop pump's auxiliary drive pad to operate the box dumping system and boom.		
D. This system shall operate at 5800 psi and shall be "live" as soon as the PTO is engaged in "work" mode.		
E. The hydraulic boom shall have a hydraulic reservoir with an in-line filter and site-gauge.		
F. Hydraulic tank shall be mounted and include a sight gauge and fill cap that are accessible from the front side of the engine. The tank shall be of a cyclonic type to reduce oil reservoir size and increase packaging space for maintenance access with less than 5 gallons of reservoir capacity.		

	COMPLY	
	YES	NO
G. All hydraulic lines running high pressure lines, suction lines and return lines shall be proper in mounting. All hydraulic lines must meet Parker recommended max hydraulic fluid velocities.		
H. The dump cylinder shall have a counterbalance valve directly plumbed to hoist cylinder with rigid fittings to ensure that any hose burst in the hoist circuit shall protect the dump body from free fall.		
I. The second system shall incorporate a hydraulic pump that powers the hydraulic hose boom.		
SUCTION IMPELLER:		
A. The impeller diameter shall be a minimum of 32" diameter with six blades gusseted by one "star" gusset.		
B. The blades shall be constructed out of 3/8" thick abrasive resistant T-1 steel with a Brinell hardness exceeding 400.		
C. The suction blades design shall be straight (flat) with no curve or cups formed in them.		
D. Suction blades shall be welded to a backing plate.		
E. The impeller back plate shall have a minimum thickness of 1/4".		
F. The suction impeller blades shall be keyed and notched into the back plating along with external gussets to provide the safest and strongest bond.		
G. The suction impeller blades shall have a gently serrated tip to lower the operating noise level.		
H. The suction impeller shall be secured to the drive shaft by a taper locking hub to provide a better-fit and easy removal.		
I. The taper locking hub shall have a protective plate over the end of the shaft to protect it from direct impact of foreign material that may damage shaft tip.		
J. The suction impeller shall be both statically and dynamically balanced.		
K. The suction impeller shall be stress relieved to ensure the safest and most durable impeller.		
BLOWER HOUSING:		
A. The blower housing shall be located at the side of the truck and bolted in place.		
B. The blower housing shall be pivoted off of the main frame of the blower to allow for quick access to blower and fan. The overall width of the machine may not exceed 102".		
C. The outer scroll of the blower housing shall be constructed from 10-gauge steel.		
D. The front and back plates of the blower housing shall be constructed from 7-gauge steel.		
E. The interior of the housing shall be equipped with a two-piece slip in liner constructed out of 1/4" thick abrasion resistant steel that shall require no bolts.		
F. An additional bolt in 1/4" thick liner shall be provided to protect the housing from material that gets carried over before it exits the housing.		
G. A barrel style suction inlet shall be located on the curbside of the unit.		
H. The inlet shall provide a travel/working position for suction hose.		
I. An inspection/clean out door shall be provided with a safety kill switch that shall shut the engine down when opened or improperly closed.		

	COMPLY	
	YES	NO
J. The inspection/clean out door shall be side hinged and require no more than two (2) nuts to be removed to open.		
INTAKE HOSE:		
A. The intake hose shall be 16" diameter x 144" long of heavy-duty wire reinforced flexible polyurethane hose with a wall thickness of .060".		
B. Intake hose shall be suspended from the hydraulic boom arm by an adjustable chain, for operator's safety, use of springs shall not be acceptable.		
C. The hose support tube shall connect to a metal hose support band wrapped around the hose for a secure and safe connection. The use of rubber or belting materials to support the weight of the intake hose shall not be acceptable.		
D. The intake hose shall be equipped with a 16" nozzle constructed of 12-gauge steel.		
E. The suction nozzle shall have wear strips welded to the bottom to prevent the nozzle from being sucked to the ground surface.		
F. The suction hose shall be secured to the barrel swivel inlet via an over-center clamp.		
G. The hose shall be capable of pivoting backwards and docked to a boom rest to the unit for transport without having to remove the hose.		
H. The hose shall rest in a cradle mounted to the debris body and secured by a safety chain.		
HYDRAULIC BOOM:		
A. The intake hose shall raise and lower by a gear-driven hydraulic pump mounted directly to the auxiliary pad on the hydrostatic fan drive pump.		
B. The hydraulic boom shall allow the operator to position the intake hose from the joystick operated within the truck's cab.		
C. The hydraulic boom shall be controlled by a multi-function joystick mounted inside the cab of the truck.		
D. The hydraulic boom control joystick shall have a "dead man's" trigger to prevent accidental movement. No Exceptions		
E. The speed of the boom shall be adjustable electronically from the screen or through a program update.		
F. The hydraulic boom shall be a 3-axis boom which, enables the operator to control up/down, in/out, and forward/reverse functions of the boom. The hydraulic boom shall have counterbalance valves installed in manifolds welded directly to the boom control cylinders. This enables for fluid motion and safe suspension of the boom in the event of a hose burst. No Exceptions		
G. The hydraulic boom assembly shall be mounted to a 4" square-tubing frame which, shall be hinged to allow full access to the blower housing.		
H. The hydraulic boom shall provide a working-arc of 170° from the front to the rear of the unit.		
I. The hydraulic boom functions shall be performed by hydraulic cylinders.		
J. The hydraulic boom shall not have to be removed to provide full access to the impeller housing for service and inspection.		
K. The hydraulic boom shall be stored rearward beside the debris body for transport. The hose cradle shall be mounted in a way that does not require the boom to be moved out of the cradle for dumping.		
BOX CONTAINER:		

	COMPLY	
	YES	NO
A. The box shall have a useable inside capacity of not less than 25 cubic yards and shall be self-dumping.		
B. Top of the box shall be equipped with three (3) easily removable perforated metal screens for proper ventilation.		
C. The top screens shall bolt into the top of the box. Top screens welded in place shall not be acceptable.		
D. The box shall be structurally supported by a minimum of four (4) 3" channels vertically positioned on the sides and tied into cross members across the top.		
E. To improve visibility and reduce dusting debris during collection, the exterior of the box shall have bolt on bottom exhaust ducting to divert the exhaust under the unit on the street side.		
F. The floor of the box shall be supported by channel or tube cross members.		
G. Front of the box ducting to the blower shall be angled to provide a built-in brush guard to guide low hanging branches up and over the unit.		
H. There shall be a ¼" thick abrasion resistant deflector to insure proper settlement of leaves in the box.		
I. The box shall be equipped with one top hinge rear door securely fastened at the top of the leaf box.		
J. Each door shall have its perimeter structurally framed with 3" channel along with one 3" channel center horizontal member.		
K. When the doors close they shall overlap the leaf box and provide door latches operated from the truck's cab.		
L. There shall be a full hopper width rubber skirting that is ¼" thick x 2" located at the top rear portion of the hopper that creates a tight seal when the rear doors are closed.		
M. The rear doors shall be opened and closed by a latch system that can hydraulically lock the rear door shut.		
N. Door (s) that require the hopper to be raised or rely on props to hold open the door (s) shall not be acceptable due to safety reasons.		
O. Each door shall be supported by a minimum of three (3) hinge assemblies.		
P. The door hinges shall be secured to the hopper sides and supported by a minimum of a 4" x ¼" channel member.		
DUMPING HOIST:		
A. The lift mechanism shall be powered up and down. Single acting dump systems shall not be acceptable.		
B. The hopper shall be capable of dumping not less than a 52° dump angle to assure that all material exits the hopper.		
C. The rear dumping hinge assembly shall be a minimum of ½" thick steel with a 2" diameter pins.		
D. The dumping hoist shall come standard with a manufactures five-year warranty.		
E. The dump hoist shall use a Crysteel, or Authority approved equivalent scissor-style double-acting hoist capable of dumping a minimum of 26 tons.		
F. There shall be a hydraulic check valve incorporated into the container box dump cylinder that shall prevent the box container from falling should a hydraulic line, hose or fittings fail. No Exceptions		

	COMPLY	
	YES	NO
G. The hopper shall have an automatic guide system to realign the hopper and the blower housing when the hopper is lowered back down into a working position. No Exceptions		
BODY PAINT:		
A. The body color paint shall be Omaha Orange, DuPont #31, or Authority approved equivalent.		
B. Due to the corrosive nature of moisture associated with leaf collection, all components must be painted prior to assembly. No Exceptions		
C. Units that have latches, bolts, nuts, wires, cables, bearings, filters, or grease fittings painted shall not be accepted.		
D. All hardware shall be cadmium plated and left unpainted.		
MANUALS:		
A. The following manuals for the <u>vacuum debris collector</u> unit shall be supplied at time of delivery for each unit ordered: <ul style="list-style-type: none"> • Operating-2 • Parts-2 • Maintenance-2 • Service-2 		
CONTROLS/INSTRUMENTS:		
A. The engine controls instrument panel shall be mounted inside the cab of the chassis.		
B. The instrument panel shall be mounted in clear view of the driver and be reachable with ease.		
C. Engine control instrument panel readings shall include tachometer, hour meter, voltmeter, throttle, fuel gauge, and oil pressure gauge.		
D. All engine-monitoring instrument panels shall be illuminated with back lighting for early morning or late evening operation.		
E. All engine gauges shall be of marine quality to insure proper functioning in all weather conditions.		
F. All electrical controls and gauges shall be connected via circuit board with circuit breaker protection. The use of electrical wiring strips and fuses shall not be acceptable.		
G. A relay shall be provided to isolate any external loads from the control circuit.		
H. All electrical connections associated with the engine shall be made with heat shrink connectors. No Exceptions		
I. An automatic safety engine shutdown for low oil pressure and high-water temperature shall be provided.		
J. LED indicator lights shall indicate what function has caused the engine to shut down; water temperature, oil pressure, E-stop, or inspection door/hose.		
K. For ease of operation, the variable power divider shall be in-cab controlled via singular push-button rocker switch located on the joystick.		
L. Variable power divider shall increase operator productivity through the elimination of operationally cumbersome procedures used by predecessor transfer cases or split-shaft single-engine technology; providing on-the-fly mode shifts for increased productivity.		

	COMPLY	
	YES	NO
M. Chassis left side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, odometer, trip odometer, hour meter, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.		
N. Chassis right side operator instrument panel shall be chassis OEM, full vision illuminated with tachometer, speedometer, fuel gauge, water temperature gauge, oil pressure gauge, transmission temperature gauge, air pressure gauge, and volt gauge.		
O. Chassis engine instruments shall include warning light and chime for low coolant level and high coolant temperature to warn the operator of a potential problem before any damage to the engine occurs.		
P. Console shall have left/right primary driver switch.		
Q. Hydraulic functions shall be controlled by rocker switches located in the cab mounted control panel.		
R. Truck instruments shall include warning lights for battery.		
S. Variable power divider instruments shall include an oil level sight gauge for ease of daily maintenance.		
T. All console switches including transmission controls and all gauges shall be illuminated.		
U. Intake mounted air restriction indicator with graduations.		
CHASSIS:		
A. Freightliner M2 (dual) or Authority approved equivalent.		
CHASSIS FRAME:		
A. Wheelbase: 228".		
B. Cab-To-Axle: 163".		
C. Frame-mounted front tow hooks shall be supplied.		
D. 33,000 lbs. G.V.W.R.		
CHASSIS FRONT BUMPER:		
A. Three-piece 14" painted steel bumper with collapsible ends.		
B. The bumper shall have means for mounting a front license plate.		
FRONT AXLE:		
A. 12,000 lbs. capacity front axle minimum.		
B. Front oil seals.		
C. Meritor automatic front slack adjusters.		
D. Front axle shall be 12,000 lbs. and be equipped with taper leaf front suspension and shock absorbers.		
FRONT SUSPENSION:		
A. 14,600 lbs. flat leaf front suspension.		
B. Multi-leaf type front springs with shock absorbers.		
C. Front axle and suspension shall be rated to accommodate G.V.W.R.		
D. Front sway bar.		
REAR AXLE:		
A. 21,000 lbs. minimum capacity R-Series single rear axle.		
B. Rear axle ratio: 6.43.		
C. Iron rear axle carrier with standard axle housing.		
D. Meritor extended lube main driveline with half-round yokes.		

	COMPLY	
	YES	NO
E. Driver-controlled traction differential.		
F. Axle differential switch shall be LED backlight, labeled "DIFF LOCK".		
G. Factory installed synthetic gear lube and magnetic drain plug shall be installed.		
H. Axle ratio shall enable vehicle to cruise at 64 mph at maximum G.V.W.R.		
I. The rear axle shall be 21,000 lbs.		
REAR SUSPENSION:		
A. 23,000 lbs. flat leaf spring rear suspension with helper and radius rod.		
B. Rear axle and suspension shall be rated to meet G.V.W.R.		
C. 1.0" axle spacer in left rear and 1.5" axle spacers in right rear shall be installed.		
BRAKES:		
A. Air brake package.		
B. ABS anti-lock air brakes with traction control.		
C. Diagnostic electronic capability shall inform operator and the mechanic of any malfunctions including area of system failure via instrument cluster display.		
D. Air dryer frame-mounted shall be installed.		
E. Meritor "Q+" cast spider cam brakes: Front: 16.5" x 5" Rear: 16.5" x 7"		
F. Air pressure gauges shall be located in the instrument cluster.		
G. Automatic slack adjusters.		
H. Air tanks shall be steel and painted black.		
I. Automatic moisture ejector on air tanks (no pull chains).		
J. Dust shields shall be provided on front and rear brakes.		
K. Parking brake alarm shall be provided. Horn shall sound when parking brake is not set with ignition off, and any door opened.		
L. Parking brake shall be spring applied rear wheel drum and shoe.		
M. Brakes shall be full air brakes S Cam with an 18.7 cfm capacity compressor, with automatic slack adjusters and ABS.		
FRONT TIRES & WHEELS:		
A. Two (2) Michelin XZE2 11R22.5 or Authority approved equivalent 14 ply radial tires.		
B. Maxion or Authority approved equivalent wheels 90262 22.5 x 8.25" 10 hub pilot 6.19 inset 5-hand steel disc wheels.		
C. Rims shall be 10-hole steel hub piloted 22.5 x 8.25.		
D. Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated.		
E. The front and rear tires and rims shall be interchangeable.		
REAR TIRES & WHEELS:		
A. Four (4) Michelin X Multi D or Authority approved equivalent 11R22.5 14 ply radial tires.		
B. Maxion or Authority approved equivalent wheels 90262 22.5 x 8.25" 10 hub pilot 6.19 inset 5-hand steel disc wheels.		
C. Rear plain black mud flaps (No Advertisements).		
D. Rims shall be 10-hole steel hub piloted 22.5 x 8.25.		

	COMPLY	
	YES	NO
E. Tires shall be tubeless radial tires 14 ply 11R22.5 "G" load rated. The rear axle shall include dual tires for load capacity (singles shall not be acceptable).		
F. The front and rear tires and rims shall be interchangeable.		
STEERING:		
A. Full hydraulic power steering.		
B. Steering column shall be tilt and telescoping style.		
EXHAUST SYSTEM:		
A. Frame mounted single unit DPF, and SCR unit shall be mounted under cab passenger side.		
B. Meet current US Emission requirements at time of bid without using Federal E.P.A credits.		
C. Exhaust pipe shall be passenger side, horizontal tailpipe.		
D. Bright finish curved exhaust pipe and heat shield shall be supplied.		
E. System status shall be accessible via the instrument cluster driver display.		
F. Parked regen control shall be provided and accessible via the instrument cluster driver display.		
CHASSIS ENGINE:		
A. Cummins 6.7L or Authority approved equivalent diesel engine.		
B. Electronic, 6-cylinder turbo-charged diesel engine.		
C. 260 horsepower minimum @ 2,400 rpms; 2,600 governed rpms.		
D. 660 lb./ft. torque minimum @ 1,600 rpms.		
E. 409 cubic inch displacement minimum.		
F. Spin on disposable fuel filter.		
G. Magnetic drain plug.		
H. Cooling system thermostats of 180° F.		
I. Heavy-duty starter with over crank protection.		
J. Air cleaner shall be under hood single element dry type with inside/outside intake.		
K. Heavy-duty radiator with electronic modulating viscous fan drive.		
L. Ethylene Propylene Diene Monomer (EPDM) hoses.		
M. 115-volt, 1000-watt engine block heater with weather protected flip plug cover.		
N. Extended long-life coolant protected to at least -34° F.		
O. Low coolant level warning light and audible alarm.		
P. Automatic engine shutdown system for oil pressure, coolant temperature, and coolant level with a 30 second delay and auto override.		
Q. Heated fuel/water separator.		
R. Integrated fuel pressure sensor.		
S. Oil pan shall be stainless-steel.		
T. Cummins or Authority approved equivalent engine integral brake with variable geometry turbo on/off.		
TRANSMISSION:		
A. Allison 2500 RDS or Authority approved equivalent transmission.		
B. Six (6) forward speeds automatic transmission.		
C. Included shall be a transmission oil cooler and temperature gauge.		
D. Transmission cooler lines shall be stainless-steel to prevent corrosion.		

	COMPLY	
	YES	NO
E. Synthetic transmission fluid shall be used and installed by OEM.		
F. Transmission oil dip stick shall be routed for access at hood door.		
G. Transmission shifter shall be dash mounted push button.		
H. A variable power divider shall be installed between the chassis engine and the transmission allowing efficient use of chassis engine power for vacuum system operation and variable travel speed while vacuuming.		
I. Variable power divider shall produce a 1:1 speed ratio between the chassis engine and the transmission while the machine is in "Highway Mode".		
J. Variable power divider shall have a selectable "Highway Mode", herein referred to as controlling the chassis engine speed and transmission shifts normally through accelerator pedal(s); i.e., driving the chassis on the road for transport.		
K. Variable power divider shall allow chassis accelerator pedal(s) control input speed to the transmission while chassis engine speed remains constant when the truck is in "Work Mode".		
L. Variable power divider shall have a selectable "Work Mode", herein referred to as controlling and operating the truck using variable power divider to allow complete utilization of vacuum system.		
M. The variable power divider shall be in-cab controlled via singular push-button switch located on control console.		
N. Engaging either "Work Mode" or "Highway Mode" shall not require the parking brake to be engaged or the chassis to be placed into neutral.		
DRIVELINE:		
A. Equipped with Meritor MXL17T "Extended Lube" or Authority approved equivalent with half round yokes.		
FUEL TANK:		
A. 70-gallon minimum capacity short rectangular aluminum fuel tank shall be mounted under cab.		
B. Thermostat controlled electric fuel heater and filter with filter restriction/change indicator.		
C. Vent tube for fuel tank shall be attached to a bracket via zip-tie.		
D. DEF tank shall be mounted driver side right of fuel tank under the cab. DEF tank shall be 6.6 U.S. gallons.		
ELECTRICAL:		
A. All components shall be selected to meet severe service.		
B. A completely designed and coordinated 12V, negative ground system shall be provided. The system shall be designed such that all components are permanently grounded (-) and positively (+) energized where possible.		
C. All wiring shall have lug type terminal ends or push-on type with locking modular plugs.		
D. The circuit breakers shall conform to the SAE JSS3 standard, Type III, manual reset, and Type I automatic reset mounted in a gang type terminal block inside the cab and must be readily accessible for resetting. All fuses shall conform to the SAE J1284, J2077 and JSS4 standards.		
E. All terminals and splice clips shall conform to the SAE J163 standard. The use of Scotch-Loc or equal connectors shall not be accepted.		

	COMPLY	
	YES	NO
F. All high currents shall be distributed through power relays and installed in each circuit. The primary device will be an automatic reset circuit breaker, or a manual reset circuit breaker. The secondary protection device may be a circuit breaker or a fuse. It is preferred that the protection device be as close to the power source as practical. The circuit protection shall provide both high and low resistance short circuit protection, while at the same time allowing normal overload conditions.		
G. Each circuit shall have the proper size wiring for the protection device, and the load draw shall not exceed 80% of the protection device.		
H. All wiring harness shall have protective coverings to provide extra protection against operating and environmental conditions. The harness coverings may include tape, plastic sleeve or conduit, braid, nonmetallic loom, or other suitable shielding or covering.		
I. The edges of all metal members through which the harness passes shall be de-burred and rolled or bushed with suitable grommets. The wiring harnesses shall be secured or supported at intervals no greater than 18" to prevent rubbing or chafing due to wire movement.		
J. Wiring shall be located to afford protection from heat, road splash, stones, abrasion, grease, oil, and fuel. Various types of plastic and metal clips, clamps and ties shall be used to support wiring harnesses.		
K. Two (2) DTNA Genuine Flooded or Authority approved equivalent, 12-volt minimum 2,000 CCA maintenance free batteries with threaded studs shall be mounted on a steel (powder coated black) box. Battery box shall be mounted under driver side cab, forward of fuel tank.		
L. Turn signal switch shall include "flash to pass" feature.		
M. Daytime running lights.		
N. Stop, turn, tail, and back-up lights shall be LED.		
O. OEM dash-mounted backlit; rocker switches shall be provided.		
P. LED cab marker lights shall be provided.		
Q. Gauges & Lights: <ul style="list-style-type: none"> • Oil pressure • Water temperature • Warning lights • Voltmeter • Speedometer • Tachometer • Engine oil temperature • Transmission oil temperature • Pyrometer • Intake air restriction • Diesel fuel • Air tank pressure • DEF • Odometer in driver information center in center of cluster • Trip miles in driver information center in center of cluster • Engine hours in driver information center in center of cluster 		

	COMPLY	
	YES	NO
<ul style="list-style-type: none"> • Trip hours in driver information center in center of cluster • Rear axle oil temp in driver information center in center of cluster • Differential Lock engaged diagrammatic backlit Yellow • PTO Engage Reading “PTO” Backlit Green. 		
R. Two (2) halogen headlights shall be provided.		
S. Wipers shall have two (2) speeds with washer and intermittent feature.		
T. 160-amp Quadramount 28SI or Authority approved equivalent brushless, pad mounted alternator.		
U. Dual electric horns.		
V. Single tone rectangular air horn mounted on cab.		
W. Shock mounted back-up alarm shall be mounted under right taillight.		
CAB:		
A. 2-door conventional cab design.		
B. Conventional cab design shall be aluminum.		
C. Hood shall be a 3-piece design with stationary bright finished grille.		
D. Driver display shall display miles, trip miles, engine hours, trip hours, and engine/vehicle system codes		
E. Included shall be cab rear air bag suspension.		
F. Air operated, high-back vinyl driver seat with headrest and lumbar support and inboard armrest.		
G. Air operated, high-back vinyl passenger seat with headrest and lumbar support and inboard armrest.		
H. 3-Point seatbelts with automatic retractors.		
I. Overhead console with radio pocket and wiring provisions.		
J. Included shall be front storage pockets.		
K. Two (2) dome lights shall be mounted on headliner controlled by switch on overhead console. Two (2) reading lights mounted on headliner controlled by switch on overhead console.		
L. Dual sun visors.		
M. In-dash cup holder.		
N. Driver and passenger door shall be equipped with a storage pocket.		
O. Rear wall storage pocket.		
P. Interior grab handles on both sides, painted with non-skid paint.		
Q. Bright finish grab handles driver and passenger side exterior of cab.		
R. Dual West Coast bright finish heated mirrors with LH and RH remote adjustment.		
S. Two (2) convex hood and fender mounted 8" bright finish mirrors mounted driver and passenger side.		
T. Three (3) cab entry steps both side, bottom to be no higher than 18" from ground. Steps to be dirt shedding type, bright finish aluminum.		
U. HVAC system shall include heater/defroster/air conditioning.		
V. Standard instrumentation packages shall be included with plug in type gauges.		
W. Cab floor covering shall be heavy duty rubber with closed cell rubber backing.		
X. A stainless-steel grill guard shall be provided.		

	COMPLY	
	YES	NO
Y. Hood mounted inner fenders for easy engine accessibility.		
Z. Windshield wipers shall be Artic type with J hook style wiper arms.		
AA. Washer tank shall be located back of cab for quick fill access.		
BB. Washer tank shall have a 4-quart capacity.		
CC. The chassis dash shall be an ergonomic wing style type for driver convenience.		
DD. Passenger door shall have lower visibility window for enhanced safety.		
EE. Air intake shall have a bright finish.		
FF. Exterior sun visor fiberglass shall be painted cab color.		
GG. Maximum visibility, forward line of sight from the chassis front bumper to the point on the ground visible to the operator shall not exceed 8' for an SAE 98th percentile size operator.		
HH. Steering shall be full power with dual operator controls.		
II. Seats shall be basic adjustable, high back air suspension, covered with cloth for air circulation and include 3-point seat belts.		
JJ. Shall include two (2) heated and remote control, outside west coast type mirrors with lower 8-inch convex lens for easy viewing of the intake hose with vacuuming.		
KK. To maximize operator visibility of the curb and intake hose, an 8" outside RH and LH fender mirrors shall be mounted forward of the front wheels.		
LL. For safety during night vacuuming, switches shall be illuminated so that they can be readily identified without the use of the cab dome light.		
MM. Switches shall be clearly identified by name and symbol.		
NN. Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster.		
OO. Cab shall have full flow through ventilation for optimal temperature control and operator comfort.		
PP. Wipers shall have intermittent feature.		
QQ. Interior of cab shall have acoustical insulation for low operating noise, automotive type trim, and center console.		
RR. Dash shall be faced with soft molded plastic.		
SS. All glass shall be tinted safety glass.		
TT. Each operator position shall have adjustable sun visor.		
UU. Doors shall be keyed alike with electric locks.		
VV. Door windows shall be electric open/close type.		
WW. Side windows shall have defogger.		
XX. Cab shall include 12v power supply.		
YY. Cab shall include an AM/FM/WB Radio w/ CD Player, Bluetooth and Microphone, USB, front, and rear aux. Inputs. Speakers and antenna shall be included.		
ACCESSORIES:		
A. 28" Impeller ShredMaster suction fan shall be equipped.		
B. Shall be equipped with tow hitch assembly, pintle hook and 7 pole round connector. See Specification: TCEBC-2018.		
C. 5 lb. fire extinguisher, diesel sticker, side body striping shall be provided.		
D. Triangle reflector kit shall be provided in cab.		

	COMPLY	
	YES	NO
WARNING LIGHTS:		
A. Install four (4) Whelen 900 Series Super-LED Model 90AAFAR or Authority approved equivalent warning lights. Location of lights shall be mounted on rear of the truck. Exact location shall be determined at pre-build meeting with awarded vendor prior to mounting. (One back-lit rocker type toggle switch).		
B. Install two (2) SAE Class I Certified Whelen Model R416AF Rota-Beam LED beacon or Authority approved equivalent rotating amber warning beacons. Exact location shall be determined at pre-build meeting with awarded vendor prior to mounting. (One back-lit rocker type toggle switch).		
CHASSIS PAINT:		
A. All visible exterior metallic surfaces shall be painted prior to assembly.		
B. Chassis color shall be white.		
C. Vehicle shall have an accent color of grey on the lower portions of the unit.		
MANUALS:		
A. Provide factory service manuals in either CD's or DVD's, which cover the truck chassis, engine, transmission, air-brake system, and other components installed for each vehicle ordered.		
B. A detailed schematic and description of all body hydraulics, electrical and other components not installed by chassis manufacturer shall be provided for each vehicle ordered.		
C. The following manuals for the chassis section of the bid shall be supplied at time of delivery for each vehicle: <ul style="list-style-type: none"> • Operation-2 • Service-1 • Parts-1 • Electrical-1 • Emissions-1 		
D. Factory diagnostic and repair software interface, including all necessary cabling and connectors for a laptop computer shall be supplied.		
WARRANTIES:		
A. A one (1) year manufacturer's warranty covering the leaf loader materials and workmanship shall be provided.		
B. A two (2) year manufacturer's warranty covering the engine materials and workmanship shall be provided.		
C. Manufacturer's warranty shall be not less than three (3) years on variable power divider (VPD), including all parts and labor.		

SPECIFICATIONS: TCEBC-2018

7-POLE ROUND PIN TRAILER CONNECTORS ON TRUCKS AND TRAILERS

Plug shall be Cole Hersee Model 12063 from trucks & Model 1255 from trailers, 7-prong round pin, 48" long and wired per SAE code J506B. No Exceptions

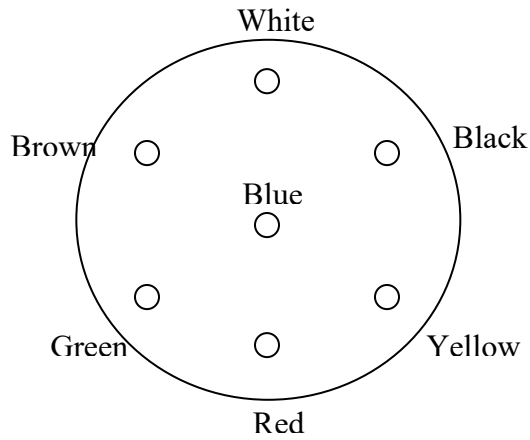
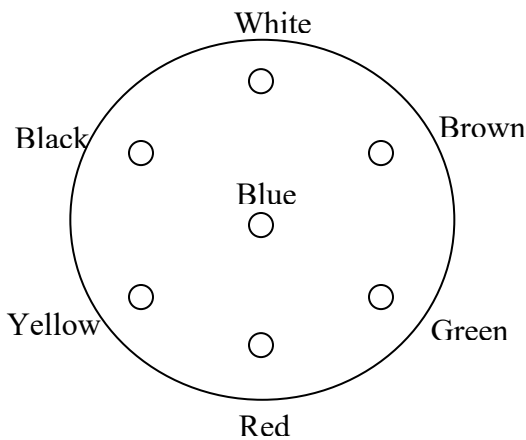
CONNECTOR MARKING COLOR

APPLICATION

WHITE.....	GROUND
BLACK.....	TAIL LIGHT
BROWN.....	TAIL LIGHT
YELLOW.....	LEFT TURN SIGNAL
GREEN.....	RIGHT TURN SIGNAL
BLUE.....	ELECTRIC BRAKE
RED.....	12-VOLT BATTERY- WITH 30-AMP AUTOMATIC BIMETAL THERMAL RESET CIRCUIT PROTECTION

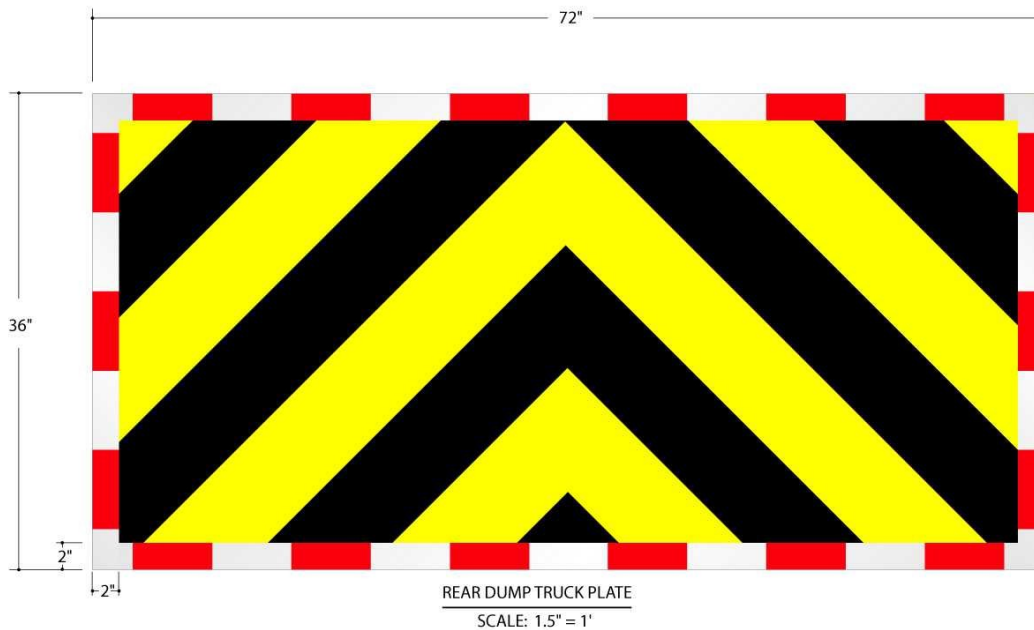
SOCKET MARKINGS

PLUG MARKINGS



SPECIFICATIONS: SKETCH "NL"

1. All stripes will be six (6) inches wide, forty-five (45) degrees from vertical.
 - a. The yellow stripes shall be Diamond Grade Fluorescent Yellow VIP Reflective Sheeting-3981, pressure sensitive or Authority approved equivalent.
 - b. The black stripes shall be Scotchcal 3650-12, pressure sensitive or Authority approved equivalent.
2. There shall be a Diamond Grade Conspicuity Marking 981-326, Red 6", White 6" both 2" high, surrounding the top, bottom, and both sides of the stripes, pressure sensitive.
3. Striping shall be placed directly onto the rear of unit. (Dimensions below are approximate).
4. The entire rear of the body shall be fully covered without covering any lights or accessories.
5. All materials shall be manufactured and applied as approved by the manufacturer.



UNIT INFORMATION FORM

(Must be submitted by vendor with bid documents)

TRUCK CHASSIS:

YEAR: _____ MAKE: _____ MODEL: _____

ENGINE MAKE: _____

MODEL: _____ HP: _____ @ _____ RPM

ALTERNATOR MAKE: _____ MODEL: _____

AMPS: _____

BATTERY VOLTS/AMPS: _____

C.C.A. @ O° F: _____

G.V.W.R.: _____ LBS.

TRANSMISSION MAKE: _____

MODEL: _____

FUEL TANK CAPACITY: _____ GALLONS

DEF TANK CAPACITY: _____ GALLONS

TIRE SIZE FRONT: _____

TIRE SIZE REAR: _____

SERVICING AGENCY: _____

ADDRESS: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

VACUUM DEBRIS COLLECTOR:

DESCRIPTION: _____

YEAR: _____ MAKE: _____ MODEL: _____

HOPPER CAPACITY: _____ CUBIC YARDS

INTAKE HOSE SIZE:

Diameter: _____

Length: _____

DUMPING HOIST:

DESCRIPTION: _____

YEAR: _____ MAKE: _____ MODEL: _____

HOIST CAPACITY: _____ TONS

INSTALLER: _____

SERVICING AGENCY: _____

ADDRESS: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title



NEW JERSEY TURNPIKE AUTHORITY

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

INSTRUCTIONS TO BIDDERS

PLEASE READ THE INSTRUCTIONS CAREFULLY
BEFORE SUBMITTING YOUR BID

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INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

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

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

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

- 1) Anti-discrimination provision required by *N.J.S.A. 10:2-1* In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- 2) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.
- 3) There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- 4) This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J-2 RUSSIA INTERIM CERTIFICATION - Prior to the time a contract is awarded, pursuant to P.L.2022, c.3, the successful Bidder must certify that neither the successful Bidder, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If the successful Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities to the Authority. 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.

If the Bidder certifies 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.

The Authority requests that all Bidders submit a copy of the form entitled “Certification of Non-involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3” with their Proposal. **Bidders must include with their bid a completed Certification of Non-Involvement in Activities in Russia, attached hereto as Exhibit J-2.**

- K. SET-OFF FOR OUTSTANDING TAX LIABILITY**-Bidders are advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, the State of New Jersey has the right to set-off any tax indebtedness from payments made under contracts with the Authority. The State’s rights are explained in more detail in Exhibit H, attached. Bidders must provide a copy of Exhibit H acknowledging that they have received notice of the State’s right of set-off prior to contract award.
- L. MSDS REQUIREMENTS**-Any vendor, Vendor, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer’s most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to *N.J.A.C. 8:59-2.2(i)*.
- M. LABELING REQUIREMENTS**-Any vendor, Vendor or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, *N.J.S.A. 34:5A-1 et seq.*, or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.
- N. VOC REQUIREMENTS**-Any architectural coating, as defined by *N.J.A.C. 7:27-23.2*, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection’s Volatile Organic Compounds in Consumer Products (VCC) regulation, *N.J.A.C. 7:27-23.1 et seq.*
- O. COMPLIANCE WITH STATE AND FEDERAL LAWS**-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.

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

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

III. **BID PREPARATION**

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

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

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

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

IV. BIDDER GUARANTEES AND MISCELLANEOUS CONTRACT REQUIREMENTS

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

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

- B. BID SECURITY**-Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to ensure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.
- C. CONTRACT BOND**-The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.
- D. ELECTRONIC PAYMENT** - With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically and invoices should be emailed to; invoicefb@njta.com In order to receive your payments via automatic deposit from the Authority, complete and return the "Authorization Agreement for Direct Payments (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located in the Instruction to Bidders on the Authority's website <http://www.state.nj.us/turnpike/purchasing.html>. The completed form along with the required voided check or bank letter should be emailed to achvendor@njta.com

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

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

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

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

The above required Commercial General Liability Insurance shall name the Authority, its Commissioners, officers, employees, and agents as additional insureds. The coverage to be provided under this policy shall be provided on the ISO CG 00 01 Form or its equivalent. The insurance policy shall be endorsed to include Personal Injury, Broad Form Property Damage, Contractual Liability (including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad), Products/Completed Operations, Independent Consultants and XCU if applicable. Products/Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

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

Combined Single Limit of Liability for Bodily Injury or Property Damage for any one accident: \$2,000,000. This policy shall include an endorsement amending the Contractual Liability coverage to delete the exclusion for work done within fifty feet of the railroad, an MCS 90 as required by law and the ISO CA 99 48.

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

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

4. **Umbrella Liability Insurance.**

Umbrella liability insurance is required with limits **in excess** of those underlying policies stated under parts (a) Commercial General Liability, (b) Commercial Automobile Liability and (c) Employers' Liability with minimum limits as follows:

Minimum limit each occurrence and annual aggregate.....\$3,000,000
Limits can be achieved in any combination of primary and excess limits.

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

5. **Certificate and Endorsement Requirements**

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

- (a) Sixty (60) days' notice of cancellation or any restriction in coverage by registered mail to the Authority.
- (b) All policies, except Workers Compensation and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.
- (c) With respect to the Workers' Compensation and Employers' Liability, this policy shall contain a waiver of subrogation in favor of the Authority, where allowed by law.
- (d) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

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

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

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

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

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

VI. DELIVERY REQUIREMENTS

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

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

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

C. DELIVERY-Upon award of the contract:

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

VII. OTHER TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - i. LETTER OF FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL
 - ii. CERTIFICATE OF EMPLOYEE INFORMATION REPORT
 - iii. EMPLOYEE INFORMATION REPORT FORM AA302

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

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

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

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

YES _____ NO _____

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

(OR)

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

YES _____ NO _____

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

Certificate Number _____

(OR)

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

YES _____ NO _____

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

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

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

Signed _____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C
OWNERSHIP DISCLOSURE FORM

BID SOLICITATION: _____ BIDDER/PROPOSER: _____

PART 1

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

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

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

YES NO

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

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

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

YES NO

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

YES NO

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

YES NO

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

PART 2

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

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

INDIVIDUALS

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

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

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

Attach Additional Sheets if Necessary.

PART 2 continued

PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

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

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

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

Attach Additional Sheets if Necessary.

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

CERTIFICATION

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

Signature

Date

Print Name and Title

FEIN/SSN

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

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

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

DEFINITIONS

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

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

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

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT F
SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

SBE CATEGORY 1	\$0- \$500,000	_____
SBE CATEGORY 2	\$500,001 thru \$5,000,000	_____
SBE CATEGORY 3	\$5,000,001 thru \$12,000,000	_____
NOT APPLICABLE		_____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____ V O B _____ D V O B _____

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT G
VENDOR DISCLOSURE FORM

Please be advised that in accordance with *N.J.S.A.52:34-13.2*, the New Jersey Turnpike Authority has developed this form under the policy and procedures directed under this Order. In entering into contracts, the State contracting agencies must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

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

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

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

Contractor Name: _____

Address: _____

Country: _____

Subcontractor #1 Name: _____

Address: _____

Country: _____

Subcontractor #2 Name: _____

Address: _____

Country: _____

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

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

Signature: _____

Print Name: _____ Title: _____

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

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name _____ Relationship to Contractor/Bidder _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



EXHIBIT G-2

**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](#),¹ 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.

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

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.

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT I

LETTER OF SURETY

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

_____ as PRINCIPAL: and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J
PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT K
CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

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

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

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

The condition of the above obligation is such that whereas, the above named Principal did on the _____ day of _____, 201_____, enter into a contract with the Obligee, New Jersey Turnpike Authority generally described as follows: _____ which said contract is made part of this Bond the same as though set forth herein.

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

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

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

this _____ day of _____ in the year 20_____.

WITNESS OR ATTEST

[CORPORATE SEAL]

PRINCIPAL

WITNESS OR ATTEST:

[CORPORATE SEAL]

SURETY

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

Purchase Requisition # _____

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

Company (insert name of Company)

By: _____
(print and sign name)

Title

Date

EXHIBIT M

INSTRUCTIONS FOR DIRECT PAYMENTS (ACH CREDITS)

PLEASE PRINT ALL ENTRIES (except for signature)

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

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

TELEPHONE NUMBER - Enter your telephone number, including area code.

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

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

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

CITY/STATE/ZIP CODE – Enter your bank’s address.

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

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

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

AUTHORIZED SIGNATORY – Enter your signature.

If you require assistance, please call Carol Sabanos at (732) 750-5300, ext. 8149 or email her at achvendor@njta.

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

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

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____ NJTA Vendor ID _____

Telephone Number _____ Email Address _____

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

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

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number (DFI ID) _____ Account Number _____

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

Name(s) _____ Title _____
(please print)

Date _____ Authorized Signatory _____

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

For NJTA use only:

Received by: _____ Date: _____