

**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 BIDS

SMALL AND MINORITY BUSINESS ENTERPRISE "SBE" AND "MBE" SET-ASIDE PUBLIC BID

TITLE: **CLEANING SERVICES**

BID NO: **RM-183357**

DUE DATE: **02/01/2024**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

SECTION I

A. INTRODUCTION

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

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

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

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request for Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. **LATE BIDS WILL BE RETURNED UNOPENED; ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED.**
2. **The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of a 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. The Bidder is encouraged to attend the site inspection at the following date(s) and time(s): **January 19, 2024 at 10:00 AM. SEE page 12 for site inspection information.**
6. **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) Vendor Disclosure Form (Exhibit F, Instruction to Bidders page 29)
 - (d) Disclosure of Investment Activities in Iran (Exhibit F-1, Instruction to Bidders page 30)
 - (e) SBE/WBE/MBE/VOB/DVOB Certificates and Form
7. **TO FACILITATE THE CONTRACT AWARD PROCESS, BIDDERS ARE REQUESTED TO SUBMIT THE FOLLOWING DOCUMENTS 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)
8. Bidder must sign the Bid

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

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) Notice to All Bidders of Set-Off for State Tax
- (c) Insurance Certificate
- (d) State of New Jersey Division of Business Registration Certificate
- (e) Instruction and agreement for Direct Payment (ACH)

SECTION II

A. INTENTION

1. **Sealed Bids (Paper Submission Only)** for **RM-183357** must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042. **Bid opening will take place via conference call only. See page 8.**
2. Bidders mailing Bids should allow for normal mail delivery time to ensure timely receipt of the Bids by the Authority. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to the Authority's Administrative Offices. The Authority will not be responsible for any Bid that is not received by the required date and time, and any late Bid will be returned, unopened to the Bidder.**
3. It is the intention of the Authority to issue a Purchase Order/ "NOA" for the procurement of **CLEANING SERVICES.**
4. Items purchased under any contract awarded pursuant to this RFB (the "Contract") will be delivered as directed by the Authority.
5. The Contract payment is based upon the current Prevailing Wage Rates applicable to the work to be performed at the time of bid. In the event the Prevailing Wage Rates applicable to the work are increased above the Base Rate, Contractor shall notify the Authority of such increase, and thereafter the Contractor Payment shall automatically be modified to reflect the changes to the Prevailing Wage Rates, without the need for a further amendment to the Contract.
6. The initial Contract period shall commence on the date stated in the Service Agreement and shall terminate **two (2) years** from the date of award of the Contract. The Authority, in its sole discretion, may extend the original Contract term for two (2) additional one (1) year terms.

In the event that the Authority exercises its right to extend the Contract for the first additional term, the original bid prices may be subject to renegotiation provided the maximum increase shall not result in any bid item exceeding six percent (6%) of the original bid price, based, based on the approval by the Director of Procurement.

In the event that the Authority exercises its right to extend the Contract for a second term, the original bid prices may again be subject to renegotiation provided the maximum increase shall not result in any bid item exceeding 10 percent (10%) of the original bid price based on the approval by the Director of Procurement.

7. Please contact Christine Noble with any questions regarding this procurement at noble@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 in connection with this RFB (collectively, "Bid Documents").

2. Bidders must examine the Bid Documents carefully before bidding and must submit, in writing to PMM via email to noble@njta.com, all requests for any interpretation or correction of any apparent ambiguity, inconsistency or error in the Bid Documents. If necessary, an interpretation or correction to the Bid Documents shall be issued by the Director of PMM at least three (3) days prior to the bid opening, in the form of an addendum 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 no later than 4:00 PM on Monday, January 22, 2024 and are to be sent via email to noble@njta.com.**
3. The submission of a 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 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, erasures, alterations, or items not called for in the Bid Documents, 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 its Bid on items other than what is specified in the Bid Documents, and wishes the items proposed to be considered as an "Approved Equivalent," the Bidder shall enter a price on the Bid sheet and, using the Exception Form insert thereon in the exact format of the line item on the RFB, the item number, 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. Any award hereunder will be made to the lowest responsible and responsive bidder for the total of Line Item No.1 Basic Services Bid. **Only those Bids that meet all the requirements and qualifications contained in these Bid Documents will be considered.**

7. Bidders shall Bid on Option No. 1; however, Option No. 1 shall not be used to determine the lowest responsible bidder. It shall be within the Authority's sole discretion as to whether to include Option No. 1 in any Contract award hereunder.
8. Bidders shall bid on Option No. 2; however, Option No. 2 shall not be used to determine the lowest responsible bidder. It shall be within the Authority's sole discretion as to whether the successful Bidder will be called upon, during the term of the Contract, to perform the services for the price Bid under Option No. 2.

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

It is the policy of the Authority that Small and Minority Business Enterprises ("SBEs" and "MBE") as determined and defined by the State of New Jersey, Division of Minority and Women Business Development ("Division") and the Department of the Treasury in *N.J.A.C. 12A:10A-1 et seq.* have the opportunity to compete for and participate in the performance of contracts and subcontracts 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.A.C. 52:32-17 et seq.* and *N.J.A.C. 17:14-1.1* to ensure that SBEs and MBEs have these opportunities.

As an aid in meeting the commitment of its SBE and MBE Programs, the Authority is designating the Contract to be awarded hereunder as an SBE and MBE Set-Aside Contract. To be eligible for a set-aside and/or subcontracting contract, small and minority businesses must be registered with the Division of Revenue, Small Business Registration & M/WBE/VOB Certification Services Unit on or before the due date for receipt of Bids.

Only those Bidders who are registered with the Division as SBEs and MBEs in any of the eligible small business Categories I, II, III, IV, V and VI and minority business appropriate to the RFB shall submit a Bid.

Bids received from businesses not designated as both SBEs and MBEs will be rejected.

E. MISCELLANEOUS

- 1) **ELECTRONIC PAYMENT: The Authority will pay the successful Bidder under the Contract via electronic deposit into the successful Bidder's business bank account. 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) Contract Bond: The successful bidder will be required, upon award, to provide a contract bond in an amount of 10% of the Contract amount.

- 3) Please be advised that the public bid opening for Solicitation RM-183357 which is scheduled for FEBRUARY 1, 2024 at 11:00 AM will be by **CONFERENCE CALL ONLY**.

Conference call details are as follows:

Dial-in Number: 646-992-2010

Access code: 2337 518 7947

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

F. BID QUOTATION SHEET

Bidder, in compliance with the Bid Documents, having examined the scope of services, hereby proposes to furnish cleaning services for the following prices.

(1) BASIC SERVICES:

| ITEM NO. | DESCRIPTION | A. MONTHLY SERVICES | B. INCLUSIVE PRICE PER MONTH | C. TOTAL CONTRACT (2-Year Term) |
|----------|---|---------------------|------------------------------|---------------------------------|
| 1. | ALL-INCLUSIVE FIRM-FIXED PRICE PER MONTH TO PROVIDE ALL CLEANING SERVICES AS SPECIFIED IN THE SCOPE OF SERVICES FOR THE AUTHORITY'S ADMINISTRATIVE OFFICES IDENTIFIED HEREIN CLEANABLE SQUARE FOOTAGE: 163,829 SF | 24 MONTHS | \$ | \$ |

(2) OPTIONAL SERVICES:

BIDDERS SHALL SUBMIT A PRICE BELOW FOR OPTION NO. 1, WINDOW CLEANING SERVICES, AS DESCRIBED IN THE WINDOW CLEANING SPECIFICATIONS, BELOW. OPTION NO. 1 MAY BE AWARDED, IN THE AUTHORITY'S SOLE DISCRETION, AND IF AWARDED, WILL BECOME PART OF THE CONTRACT HEREUNDER. THE PRICE BID FOR OPTION NO. 1 WILL NOT BE USED IN DETERMINING THE LOWEST, RESPONSIBLE BIDDER.

BIDDERS SHALL ALSO SUBMIT A PRICE BELOW FOR OPTION NO. 2, CARPET CLEANING AND FLOOR REFINISHING, AS DESCRIBED IN SECTION III. B. 6.b., BELOW. DURING THE TERM OF THE CONTRACT, THE AUTHORITY MAY REQUEST CARPET CLEANING AND/OR FLOOR REFINISHING SERVICES. IF REQUESTED, AT THE SOLE DISCRETION OF THE AUTHORITY, THE SUCCESSFUL BIDDER SHALL PROVIDE THE SERVICES AT THE PRICES BID BELOW. THE PRICES BID FOR OPTION NO. 2 WILL NOT BE USED IN DETERMINING THE LOWEST, RESPONSIBLE BIDDER, BUT THE SUCCESSFUL BIDDER SHALL BE BOUND BY THE PRICES BID BELOW FOR THE OPTION NO. 2 SERVICES, IF REQUESTED BY THE AUTHORITY DURING THE TERM OF THE CONTRACT.

Option No. 1: Window Cleaning Specifications:

1. Clean all exterior windows (inside and outside):
 - a. Bidder shall use a non-abrasive cleaning solution.
 - b. Exterior ledges / interior sills shall be wiped clean of water and dirt particles.
 - c. Upon completion of the cleaning process, windows shall be free of any dirt, film, oxidation, and streaks.
2. Bidder shall provide adequate protection for the exterior of the building during the window washing operation.
3. The successful Bidder shall furnish and maintain staging and powered scaffolding, as well as all equipment and solutions necessary to perform the work in accordance with these specifications and all local, State, and federal laws, codes, guidelines, and standards, as applicable. OSHA approved roof tie-backs are available on the building.
4. Bidders must comply with the International Window Cleaning Association's ANSI/IWCA I-14.1-2001 standard, the provisions of which are incorporated into OSHA 1910.27 (Scaffolds and Rope Descent Systems).

BID QUOTATION SHEET CON'T

| OPTION NO. 1 | DESCRIPTION | A. SEMI- ANNUAL SERVICES | B. INCLUSIVE PRICE PER SERVICE | C. TOTAL |
|--------------|---|-----------------------------------|---|-------------|
| | WINDOW CLEANING SERVICES AS DESCRIBED ABOVE | 4 | \$ | \$ |

| OPTION NO. 2 | DESCRIPTION | PER SQUARE FOOT |
|--------------|-------------------|-----------------|
| | CARPET CLEANING | \$ |
| | FLOOR REFINISHING | \$ |

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT TO THE PMM VIA EMAIL TO NOBLE@NJTA.COM BY THE DATE AND TIME SET FORTH IN THE BID DOCUMENTS.

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 L. Rzepka, Director
Procurement and Materials Management

_____/_____
 Name of Company / Authorized Signature of Bidder

G. 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:** Bidder's Bid shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens the Bids 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 Bid Documents and resulting Contract. The undersigned further certifies its 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/she/it 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: _____

H. SITE INSPECTION (OPTIONAL)

A non-mandatory site inspection will be conducted on **Friday, January 19, 2024**, commencing at **10:00 AM** at the Authority's Administration Building, 1 Turnpike Plaza, Woodbridge, NJ. The purpose of this meeting will be to examine the work areas, ask specific questions, and request clarifications on the specification portion of the Bid Documents. All interested bidders are strongly encouraged to attend in order to familiarize themselves with all conditions that may affect the time or cost of performance. Please notify Christine Noble in writing via email to noble@njta.com by **Thursday, January 18, 2024**, if you will be attending the site inspection.

I. INQUIRIES

ONLY typewritten inquiries concerning the Bid Documents will be accepted. They should be directed to PMM and submitted via email to noble@njta.com. The inquiry deadline is **4:00 PM, Monday, January 22, 2024**. Inquiries **will not** be entertained after this date and time.

J. CLIENT REFERENCES

Bidders shall complete Exhibit A (page 22), providing a list of seven (7) client references, at least three (3) of which shall be current clients, for whom the same or similar type of services as those sought in this RFB have been or are being provided.

K. BIDDERS' QUALIFICATIONS

In addition to all other requirements contained in the Bid Documents, all Bidders shall:

1. Have at least five (5) years' experience in performing services similar in scope and size to the services required by the Bid Documents.
2. Be compliant with all OSHA and other legal requirements, as applicable, to perform the services.
3. Be the holder of a Safety Certification from International Window Cleaning Association (IWCA) or equivalent, evidencing safety training for employed window cleaners, in the event Option No. 1 is selected by the Authority.

SECTION III

SCOPE OF SERVICES

A. GENERAL SCOPE

1. The Successful Bidder shall be required to provide the minimum cleaning services for the property as outlined in Property Square Footage, Appendix 1 attached hereto.
2. The Successful Bidder shall be required to furnish all supplies and materials, equipment, machinery, transportation and other implements necessary to execute the contract. Cleaning supplies that will be provided by the Authority are limited to paper towels, toilet tissue, liquid hand soap, waxed feminine sanitary bags and plastic trash can liners. The Authority assumes no responsibility for equipment, tools, materials or any other items used in the performance of Bidder's work. This shall include stored materials and supplies, if any. Authority property will not be used in any manner for personal advantage, business gain, or other personal endeavor by the Successful Bidder or its employees.
3. The Successful Bidder shall maintain that all employees have been trained in appropriate safety measures to ensure Bidder's employees are performing their work in a safe manner.

B. DETAILED SCOPE

The Authority expects the Facility specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional cleaning service. The minimum service will be as follows:

1. Office Areas

a) Daily

- i) Empty wastepaper baskets and trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- ii) Vacuum all carpeted areas / Spot clean carpeting as required.
- iii) Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- iv) Damp mop hard surface flooring in kitchens and/or break rooms, leaving no streaking or mop debris.
- v) Mixed paper and corrugated cardboard collected from facilities shall be placed in the designated container.
- vi) Report all deficiencies to the Authority's representative.

b) Weekly

- i) Dust office fixtures, desks, credenzas, tables, chairs, file cabinets, etc., with treated material. Do not move papers. Dust around office machines and communications equipment. Do not move equipment.
- ii) Dust/wipe all telephones and affiliated equipment with antiseptic treated cloths.
- iii) Spot clean walls, doors, frames, and light switches.
- iv) Low dust chair and table bases, and baseboards.
- v) All upholstered furniture shall be vacuumed once a week.
- vi) Clean all glass doors with glass cleaning solution.

c) Monthly

- i) High dust door frames, windowsills, ledges, fixtures, etc.
- ii) Dust fire bells, fire extinguishers and exit signs.
- iii) Dust or vacuum HVAC registers.
- iv) Clean storage closets, coatroom shelving and coat racks.

2. Lobbies and Public/Common Areas

a) Daily

- i) Empty wastepaper baskets and trash receptacles, damp wipe trash receptacles daily, replace plastic liners in receptacles daily if necessary.
- ii) Vacuum all carpeted areas and entrance mats.
- iii) Dust mop hard surface flooring with treated medium. Clean corners and edges carefully so as to remove accumulations of dust and debris.
- iv) Clean all entrance glass doors (interior and exterior) with glass cleaning solution.
- v) Clean and vacuum elevator cab floors and walls as well as tracks and (door) foot plates.
- vi) Clean, sanitize and polish drinking fountains.
- vii) Report physical deficiencies to the Authority's representative.

b) Weekly

- i) Damp mop hard surface flooring using neutral cleaner designated for stone (twice weekly or as requested)
- ii) Dust/wipe all vinyl and leather furniture using treated cloths.
- iii) Dust/clean walls, doors, door frames and saddles and light switches.
- iv) Clean and polish all stainless steel.

3. Stairwell Areas

a) Twice - Weekly

- i) All handrails, risers, treads, landings, etc. are to be cleaned of all dirt, dust and debris.

b) Monthly

- i) Dust/clean walls using extension duster over hand-height.
- ii) Dust fire bells, fire extinguishers, exit signs and light fixtures.

4. Restrooms

a) Daily

- i) Sweep and damp mop floors with a solution of water and germicidal disinfectant.
- ii) Clean and disinfect all fixtures (toilets, urinals and sinks) with non-abrasive cleaner.
- iii) Spot clean and sanitize stall partitions, tile walls, receptacles and dispensers.
- iv) Empty and sanitize all trash and sanitary napkin receptacles and replace with proper liners. Waxed feminine sanitary bags shall be used in sanitary napkin receptacles and MUST be replaced daily.
- v) Stock all dispensers with soap, towels, tissue, toilet seat covers and related supplies.
- vi) Wet wipe and polish all bright metal.
- vii) Clean and polish mirrors.
- viii) Report physical deficiencies to the Authority's representative.

b) Monthly

- i) Thoroughly wash full surface area of all stall partitions and doors, tile walls and light fixtures with solution of water and disinfectant.
- ii) Clean and sanitize all trash and sanitary napkin receptacles.

5. Cafeteria Cleaning

a) Daily

- i) Clean and disinfect all table tops and chairs with non-abrasive cleaner.
- ii) Vacuum entire dining area.
- iii) Report all deficiencies to the Authority's representative.

b) Semi-Annually

- i) Polish all stainless steel with approved polish.
- ii) Polish legs of all tables and chairs in dining area.

6. Optional Services. Bidders shall bid upon the following Options:

a) Window Cleaning Services (Option No. 1)

See Section II.F.(2), Option No.1 Specifications.

b) Carpet Cleaning and Floor Refinishing (Option No. 2)

- i) Upon request, the Authority may require the Bidder to provide carpet cleaning and floor refinishing services at the square foot prices bid. These services will be billed as part of the next regularly scheduled successful Bidder's invoice but will be listed separately on the invoice along with standard Contract charges. Orders for carpet cleaning and/or floor refinishing services will be placed in writing by the Authority. In no event shall the Authority be liable to the successful Bidder for payments for any carpet cleaning and floor refinishing work performed by the successful Bidder, unless the successful Bidder performs such work by WRITTEN directive of the Authority.

7. Special or Unusual Conditions (Unforeseen Events)

In the event of unforeseen conditions, the Property Manager, may require the successful Bidder to provide additional janitorial or cleaning services not covered by these specifications. These unforeseen events will be processed as a change order to the Contract, the cost of which shall be mutually agreed upon by the parties at the time of the unforeseen event. Change orders that constitute an emergency may be placed orally; all others will be initiated in writing by the Property Manager. All written orders will describe the service to be provided and will state the agreed-upon fee to be paid to the successful Bidder. Except in the event of an emergency, in no event shall the Authority be liable to the successful Bidder for payments for any extra work performed by the successful Bidder, unless the successful Bidder performs such work by WRITTEN directive of the Authority.

C. SERVICE CONTRACT REQUIREMENTS

1. Performance Standards

The Authority shall be the sole determinant of all standards referenced in the Bid Documents, including but not limited to, standards of cleanliness and the measurement thereof (performance standards) and methods, standards of conduct, standards for management response and cooperation, etc. Complaints, concerns, or comments presented by the Authority regarding any of these standards and the measure of the successful Bidder's performance thereunder shall not be subject to debate.

2. Independent Contractors

The successful Bidder will not be allowed to treat employees as independent contractors. No individuals or subcontractors classified as independent contractors, pursuant to the United States Internal Revenue Service definition, shall be permitted to work on any part of the Contract, or in or on the premises of Authority properties, as an express term and condition of the Contract. The successful Bidder shall accept full responsibility for ensuring that adequate Worker's Compensation Insurance, in accordance with statutory requirements, is available for its employees.

3. Personnel

a) **Contract Manager**

- i) The successful Bidder shall arrange for a contract manager (which may be the Bidder himself or herself) and an alternate to be the primary contacts for services. The contract manager or alternate must respond within 30 minutes to any Authority communication.
- ii) The contract manager will receive notices, reports or requests for service from the Property Manager of the Authority or his/her representative (herein after referred to as the "Property Manager") and shall be available at all times when the Contract work is in progress. It is the policy of the Authority that Authority direction or supervision of the successful Bidder's employees, directly or indirectly, shall not be exercised.

b) **Employees**

- i) The successful Bidder, at its sole cost, shall furnish all labor necessary to properly perform all services according to the Bid Documents and Contract. The Bidder shall provide a current criminal background check on each individual that will be working in the Facility no later than five (5) working days prior to the individual beginning work. The background check will be reviewed and approved by the Property Manager before any successful Bidder's employee may begin work at the Facility. The successful Bidder is responsible for any costs associated with this process.
- ii) If the individual has not been a resident of New Jersey for 12 months, then a backcheck must be performed from their previous residence. The Authority reserves the right to reject any proposed personnel based on background check information.
- iii) All the successful Bidder's personnel performing services under the Contract shall be required to wear uniforms clearly identifying them as the successful Bidder's authorized personnel. All such personnel shall maintain a neat and clean appearance at all times.

4. Hours of Work

- a) The Facility will be required to be cleaned between the hours of 6:00 PM and 10:00 PM., Monday through Friday, unless other hours are agreed to by the Authority. Work will not be required when the Facility is closed for the following holidays:

| | |
|-----------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Presidents' Day | Election Day |
| Good Friday | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

If the holiday falls on a Saturday, the services will not be required on the preceding Friday. If the holiday falls on Sunday, the services will not be required on the Monday following.

4. Emergency Services

If an emergency arises (such as flooding of the Facility or a portion thereof), the successful Bidder shall divert its workforce, or such part thereof as deemed necessary by the Property Manager, from their normal assigned duties to meet these conditions. When the successful Bidder's employees are no longer needed to meet the emergency, they shall be directed by the successful Bidder to return to their normal duties. The successful Bidder shall not be penalized because the normal daily work that otherwise would have been performed had to be abandoned, but every effort must be made to complete Contract requirements as soon thereafter as possible.

5. **Security Clearances**

All of the successful Bidder's employees performing work under the Contract must comply with all security and administrative requirements of the Authority. The successful Bidder shall ensure that all required background checks are provided prior to the successful Bidder's employees obtaining access to the Facility to provide services. The Authority may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Authority's security or other requirements. Such refusal shall not relieve the successful Bidder of its obligation to perform all work in compliance with the Contract.

The Authority reserves the right to exercise full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for the successful Bidder's employees. The Authority may, as it deems appropriate, authorize and grant temporary clearance to employees of the successful Bidder. However, the granting of a temporary clearance to any such employee shall not be considered as assurance that a full clearance will follow as a result of the temporary clearance, and the granting of either a temporary or full clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such clearance by the Property Manager.

6. **Building Security and Access Control**

- a) The successful Bidder shall be given means of access to all rooms requiring cleaning. Any keys or key cards issued to the successful Bidder for such use shall be in accordance with the Authority key policy and shall be produced on demand of the Property Manager.
- b) Any area to which the successful Bidder is provided access by means of a key/key card, shall be opened for the purpose of cleaning only. Immediately upon completion of cleaning, the area shall be secured. No person or persons shall be permitted access to secured areas by any Contract personnel.
- c) Upon completion of cleaning in a prescribed area, the successful Bidder's employees shall turn off all the lights in the area, so that upon completion of duties, all lights not required for insurance/safety purposes, i.e. night and exit lights, shall be turned off, and all doors and windows secured. The successful Bidder's site manager and/or crew supervisor shall check to ensure that all requirements are met prior to release of work crew for the day/night, including the replacement of all furniture and equipment moved during the cleaning process. The successful Bidder shall be responsible for activating any alarm systems.
- d) Any conditions in the Facility that may require repair shall be reported to the Authority in writing within 24 hours. For example, dripping faucets, damaged walls, burned out lights, etc.
- e) If keys/key cards are lost, the successful Bidder will pay for necessary lock changes, key reissuance, and call-out charges for access, and such cost shall be deducted from the current invoice.
- f) No personal items will be allowed in the Facility during performance of work under the Contract. The Authority shall not be responsible to the successful Bidder or any of the successful Bidder's employees for loss of personal property.

7. **Standards of Conduct**

The successful Bidder shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his/her/its employees as may be necessary. The successful Bidder is also responsible for ensuring that his/her/its employees do not disturb papers on desks, open desk drawers, cabinets or filing systems, or use Authority or tenant telephones or other equipment, except as authorized. If the Property Manager brings to the successful Bidder's attention unacceptable work habits and appearance of the successful Bidder's employees, corrective action must be immediately taken. If needed action is not taken, the Property Manager may instruct the successful Bidder to remove such individuals from the Facility or to dismiss such individuals from working under the Contract. When employees of the successful Bidder

are determined to have misused Authority property, the successful Bidder shall be notified, and appropriate action shall be taken by the successful Bidder. The successful Bidder shall be required to reimburse the Authority when specific monetary loss can directly be attributed to the misuse of property/equipment by an employee of the successful Bidder.

8. **Trash and Waste Removal Procedures**

The successful Bidder shall keep the elevator and surrounding areas clean. All waste placed into dumpsters shall be bagged or placed in closed containers before disposal. It shall be the successful Bidder's responsibility to provide said containers/bags. All cardboard containers must be broken down before disposal or deposit for recycling. The successful Bidder shall provide appropriate equipment for office trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags through office areas. The Rubbermaid brand trash cart, or acceptable equivalent, is the required equipment for doing this work. Containers and bags must be of heavy-duty strength and handled in a manner to avoid breakage and leakage. Any additional cleanup that is necessary due to problems as described above shall be performed immediately and at the successful Bidder's expense.

9. **Sensitive Equipment Areas**

- a) The successful Bidder will ensure that special care is taken to maintain areas containing computer equipment as dust free as possible. This will entail vacuuming and/or dry mopping (with mop head treated with light oil-base cleaner) daily, and wet mopping once a week.
- b) The use of large numbers of electronic equipment, such as CRT's, executive workstations, personal computers, word processing equipment, communications equipment, etc., requires that the successful Bidder instruct his/her/its cleaning personnel on the proper manner in which to perform their duties around this type of sensitive equipment. This instruction shall include the identification and proper usage of electrical circuits for cleaning equipment in the areas of this sensitive electronic equipment.
- c) Extreme caution while cleaning will be given to the following:
 - i. Avoidance of power interruption to devices.
 - ii. The use of the same circuit by cleaning equipment and sensitive devices at the same time. The successful Bidder shall consult with the Authority for identification of these areas.
 - iii. The use of cleaning equipment near sensitive devices.
 - iv. The use of only those cleaning products guaranteed not to damage sensitive electronic equipment.
 - v. The use of cleaning products on or around sensitive devices.
- d) When breakers are tripped due to the successful Bidder's use of electrical outlets, the Authority's on-call person shall be notified immediately.

10. **Waste Recycling Program**

Upon implementation of a recycling program as may be amended from time to time, the successful Bidder will be required to participate in such recycling program by collecting waste to be recycled and depositing it at designated locations without additional cost to the Authority. Items will include paper and co-mingled cans and bottles. During the life of the Contract, recycling containers will be marked for Recyclable Waste. The successful Bidder may not mix items from these containers. The waste must be segregated in the proper carts. Non-recycled trash may be disposed of into dumpsters.

11. Adding and Deleting Space

The Property Manager will give the successful Bidder a written notice no less than five (5) full working days in advance as to which areas are to be added or deleted from the routine cleaning schedule. Invoice adjustments will be made using the cost per square foot proposed by the Bidder. If space is added to the schedule, it shall be cleaned in accordance with the specifications for similar space. The period for adding to or deducting from the payments will start on the effective date of the notice and continue for the time period specified in the notice.

12. Quality Control

- a) The successful Bidder shall establish a complete quality control program to assure the requirements of the Contract are provided as specified. One copy of the successful Bidder's basic quality control program shall be provided to the Authority prior to start of services under the Contract. An updated copy must be provided to the Authority as changes occur. The program will include, but not be limited to the following:
 - i) An inspection system that assures the satisfactory execution of all the services specified and all of the conditions stipulated in the Contract.
 - ii) A method of identifying deficiencies in the quality of services performed before the level of performance is deemed unacceptable.
 - iii) A file of all inspections conducted by the successful Bidder and the corrective action taken. This documentation shall be made available to the Property Manager upon request at any time during the life of the Contract.

13. Contract Deductions

- a) It is the objective of the Authority to obtain full cleaning performance in accordance with the Bid Documents, and at the quality standards of work set forth in the Contract. To that end, the Authority is contracting for the complete performance of each cleaning job as identified in the Bid Documents. In instances where any room is not satisfactorily cleaned or policed and serviced, as determined by the Property Manager in his/her discretion, an automatic deduction will be made for the entire room at a rate of two (2) times the unit (square foot) price established for the Contract for the first occurrence.
- b) If any work that is scheduled for performance is omitted or unsatisfactorily performed, the attention of the successful Bidder will be called to this failure or omission, and a deduction may be made from any monies due or to become due the successful Bidder at the Contract rate.
- c) If the successful Bidder or its employees bring unauthorized persons into the Facility during Contract working hours, a deduction will be assessed at a rate of 2 times the unit (square foot) price established for the contract and the successful Bidder shall accept all responsibility for damage, theft, loss or injury caused by, or inflicted upon the individual while in the Facility.
- d) The Authority reserves the right to remove any portion of the Facility from the Contract or to cancel the Contract, as a whole or in part, for non-performance or unsatisfactory performance upon 30 days written notice.

14. General Standards and Due Care and for Cleaning Personnel

- a) The successful Bidder and its employees must be briefed on fire and emergency procedures, including the location of fire equipment and safety exits.
- b) The successful Bidder must report fires, hazardous conditions and items in need of repair.
- c) The successful Bidder must close windows and turn off lights and fans when not in use.
- d) The successful Bidder must close doors and lock rooms in security areas after cleaning.
- e) The successful Bidder must turn in lost and found articles to the Authority's administrative offices.
- f) The successful Bidder must inform all of its employees of the need to exercise a reasonable vigilance in implementing Authority policies and Contract requirements, and to notify the Property Manager

when they encounter suspicious activity, including but not limited to unauthorized or suspicious persons on the premises.

- g) The successful Bidder will not allow smoking by its employees in Authority Facilities.
- h) The successful Bidder will not allow the consumption of food or drink in any areas other than Authority-approved locations.
- i) It shall be the successful Bidder's responsibility to clean up and/or rectify any damage to Authority or tenant's property caused by any individuals connected with the Bidder, to the satisfaction of the Authority.

D. APPENDIX 1

PROPERTY SQUARE FOOTAGE

PROPERTY NAME: New Jersey Turnpike Authority Administration Building

PROPERTY ADDRESS: 1 Turnpike Plaza, Woodbridge, NJ 07095

| FLOOR | CLEANABLE SQ. FOOTAGE | NOTES |
|------------------|------------------------------|--|
| Ground Floor | 12,000 | Includes conference center, Café Dining Area, Lobby restrooms, back corridor |
| Plaza | 12,148 | |
| 2 nd | 7,971 | Includes occupied areas, restrooms, elevator lobby |
| 3 rd | 13,171 | |
| 4 th | 13,171 | |
| 5 th | 13,171 | |
| 6 th | 13,171 | |
| 7 th | 13,171 | |
| 8 th | 13,171 | |
| 9 th | 13,171 | |
| 10 th | 13,171 | |
| 11 th | 13,171 | |
| 12 th | 13,171 | |

E. EXHIBIT A

REFERENCES

PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

1. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

2. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

3. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

4. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

5. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

REFERENCES CON'T

6. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

7. Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____
_____ Contract Value _____

SECTION IV

A. NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-183357

PROPOSAL TITLE: CLEANING SERVICES

If you do not choose to respond to this Request for Bids, please complete this form and email to noble@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 at this time
- _____ Interested in receiving specifications for informational purposes only
- _____ Insufficient lead time to respond
- _____ Other:(please be specific) _____

Do you wish to remain on our mailing list?

_____ Yes _____ No

Additional comments: _____

Signed :(optional) _____

Company: _____

C. DRAFT AGREEMENT

CLEANING SERVICES
RM-183357

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for Cleaning Services specified in this Agreement in strict conformance with Specifications attached hereto and made a part hereof. Defined terms used herein carry the same meaning as defined in the Specifications.

The term of the Agreement shall commence on the date of the Purchase Order and terminate two (2) years therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys’ fees and costs and court costs) (collectively “Liabilities”) including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority, resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement 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 this Agreement.

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

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Jennifer Kanski
Secretary to the Authority

BY _____
James D. Carone
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name / Title

BY _____
Name / Title

[Corporate Seal]



NEW JERSEY TURNPIKE AUTHORITY

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

INSTRUCTIONS TO BIDDERS

PLEASE READ THE INSTRUCTIONS CAREFULLY
BEFORE SUBMITTING YOUR BID

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INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

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

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

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

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

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

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

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

D. ELECTIONS TRANSPARENCY ACT, P.L. 2023, c. 30; FAIR AND OPEN EXCEPTION - In accordance with the Elections Transparency Act, P.L. 2023, c. 30 (the “Act”), effective January 1, 2023, all contracts awarded by the Authority pursuant to a fair and open process as defined in the Act are no longer subject to the political contributions proscription that prohibited a contract award if certain reportable contributions were solicited or made by a potential contract awardee. The Authority has determined that this procurement meets the requirements of a fair and open process and, accordingly, any such solicited or reportable contributions made by any [bidder submitting a bid][proposer submitting a proposal][person or entity submitting a response to this procurement] will not prohibit any contract award thereto if such [bidder is deemed the lowest, responsible bidder][proposer is deemed the successful proposer][respondent is deemed the successful respondent].

1. ANNUAL REPORT OF CONTRIBUTIONS TO ELECTION LAW ENFORCEMENT COMMISSION

All Business entities are advised of their 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 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

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 F.

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 F-1.

J-2 PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS-N.J.S.A 52:32-60.1 et seq. (P.L. 2022, c.3), states that prior to contract award, the awardee must certify that neither the awardee, nor any of its parents, subsidiaries, or affiliates, have engaged in prohibited activities in Russia or Belarus. However, the enforceability of N.J.S.A. 52:32-60.1 et seq. has recently been challenged in the United States District Court for the District of New Jersey. While the State of New Jersey continues to defend the law in court, the certification requirement has been voluntarily suspended pending the outcome of the legal challenge. If the legal challenge is resolved in the State's favor prior to the deadline for submission of bids under this procurement, the Authority may issue an addendum requiring submission of a form entitled "Certification of Non-Involvement in Prohibited Activities in Russia or Belarus."

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 G, attached. Bidders must provide a copy of Exhibit G 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 H), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit I), 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 J. 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
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 E
SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

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

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____ VOB _____ DVOB _____

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT F
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 F-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
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 H

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 I
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 J
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 K
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 L

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: _____