

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
Office: 732-750-5300 Ext. 8623

TITLE: **ROUTINE TOWING SERVICES ON THE NEW JERSEY TURNPIKE
AND/OR ROUTINE TOWING SERVICES AND EMERGENCY
SERVICES ON THE GARDEN STATE PARKWAY**

BID NO: **RM-185544**

DUE DATE: **08/01/2024**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

MAILING ADDRESS

ADDRESS OF GARAGE FACILITY

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

BIDDER GUIDELINES/CHECKLIST

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

1. Bids, including the Bid Forms set forth in Section V and all other documents required by this RFB, must be received on 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. Telephone or facsimile Bids will not be accepted.
2. **The entity submitting a Bid (“Bidder” OR “Contractor”) must submit one original and one copy of the Bid.** The Bid must include all price information.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
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 following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**
 - a) Affidavit of No Change (Exhibit 1) ☒
 - b) Or, if any of the following forms that were previously submitted with bidder’s Prequalification Application are no longer accurate, bidder must resubmit revised form(s) with its bid.
 - (i) Affidavit of Moral Integrity
 - (ii) Affirmative Action Information Form
 - (iii) Ownership Disclosure Form
 - (iv) Affidavit of Compliance and Non-CollusionFor informational purposes only, the Prequalification Application Documents can be accessed as set forth in Appendix A.
 - c) Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (Exhibit 2) ☒
 - d) New Jersey Election Law Enforcement Commission Requirement for Disclosure of Political Contributions (Exhibit 3) ☒
 - e) Set-Off State Tax (Exhibit 4) ☒
 - f) Insurance Certificate ☒
6. Bidder must sign Bid (Pages 18 and/or 19) ☒

INTRODUCTION

This is a Request for Bids (also referred to herein as the “Bid Specifications” or “RFB”) issued by the New Jersey Turnpike Authority (hereinafter, “Authority”) for Routine Towing Services on the New Jersey Turnpike (“Turnpike”) and for Routine Towing Services and Emergency Services¹ on the Garden State Parkway (“Parkway”) (collectively, the Turnpike and Parkway are referred to herein as the “Roadways”). Specifically, in order to submit a bid for Routine Towing Services and/or for Routine Towing Services and Emergency Services (collectively, “Services”), interested towing contractors must have been previously qualified through the Authority’s prequalification process entitled, “Prequalification of Contractors for Routine Towing Services on the New Jersey Turnpike and/or Routine Towing Services and Emergency Services on the Garden State Parkway.” **Any bids received by the Authority from contractors that have not been prequalified will not be considered by the Authority and will be returned unopened.**

The Authority intends to award contracts to contractors to perform Routine Towing Services on the Turnpike within designated “service provider locations” (See **Appendix B** for descriptions) and to perform Routine Towing Services and Emergency Services on the Parkway within designated “zones” (See **Appendix C** for descriptions) (collectively, “service provider locations” and “zones” are referred to herein as “Zones”). Upon successful completion of the bidding process, the Authority intends to award up to three (3) towing contracts per Zone on the Turnpike and up to two (2) towing contracts per Zone on the Parkway. The number of contracts to be awarded per Zone is specified for the Turnpike (see Appendix B) and for the Parkway (see Appendix C). This is a suggested maximum number only. The Authority reserves the right to change the number of contracts to be awarded as necessary in the exercise of its sole discretion. In the event the Authority determines that there is an insufficient number of towing contractors prequalified or bids received to enable the Authority to award the maximum number of contracts per Zone, the Authority reserves the right to undertake the process for award of an additional towing contract(s) at a later date. The successful bidders (“Contractors”) for each Zone will be called upon to provide Services on a rotational basis. The contracts will commence on or about the date of award, currently anticipated to be **AUGUST 2024** and shall be for a term not to exceed five (5) years.

A copy of each and every invoice generated each month shall be remitted with a check representing the required monthly installment of Zone Fees. A summary sheet of all invoices shall be included with the remittal, a copy of which is included in Appendix H.

To offset administrative costs, the Authority has set an annual fee per Zone (“Zone Fee”) that must be remitted to the Authority by the Contractors awarded the routine towing contract(s) for each Zone.

For each qualified garage facility, a bidder will be awarded no more than one contract on the Turnpike and one contract on the Parkway. Therefore, if a towing contractor is currently under contract with the Authority to provide Services from a specific garage facility, such towing contractor shall be ineligible to receive an award to provide additional Services from such specified garage facility on the same Roadway.

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

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

If a Contractor is prequalified for a specific garage facility and is currently under contract with the Authority to provide Services in a different Zone from this same garage facility, such Contractor shall be ineligible to receive a second award from that facility. However, the Authority reserves the right to terminate the previously existing contract for Services with the consent of the Contractor.

If a Contractor has two or more separate garage facilities in one Zone and two or more of the garage facilities are prequalified in that Zone, the Contractor may be awarded only one contract in the Zone if the Authority determines, in the exercise of its sole discretion, that this would be in the best interest of the operation of the Roadway(s).

The determination of the lowest responsive and responsible bidder(s) in each Zone shall be based solely on the service charges for towing ("Towing Service Charge"), as set forth in N.J.A.C. 19:9-3.1.

The rates charged by Contractors for all vehicle-related services shall not exceed the rates set forth in N.J.A.C. 19:9-3.1 (Towing Rates on the Turnpike and Parkway) and N.J.A.C. 19:9-3.2 (Road services rates on the Roadway). A copy of the current applicable regulations is attached hereto as **Appendix F**.

Bidders should carefully review all sections of this RFB and respond where applicable.

Sealed Bids for **RM-185544** must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, P.O. Box 5042, Woodbridge, New Jersey 07095-5042, on or before the due date and time stated on the cover page of this Request for Bids. **Bid opening will take place via conference call only. See below Bid Opening Information.**

Bidders mailing bids should allow for normal mail delivery time to ensure timely receipt. Please be advised that using overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location.

LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED

BID OPENING INFORMATION:

Please be advised that the public bid opening for Solicitation RM-185544 which is scheduled for AUGUST 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: 2335 236 9802

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

SECTION I

INSTRUCTIONS FOR BIDDERS

1. **General Instructions:** Bids shall be submitted typewritten or written in ink, fully executed, on the Bid Form(s) provided at Section V. The Bid Forms and all required documentation and forms shall be enclosed in a sealed envelope furnished by the Authority for that purpose, and addressed to the Director of PMM, and shall bear on the outside the name and address of the bidder, and the following designation:

“REQUEST FOR BIDS FOR ROUTINE TOWING SERVICES – ZONE [] – NEW JERSEY TURNPIKE”

or

“REQUEST FOR BIDS FOR ROUTINE TOWING SERVICES AND EMERGENCY SERVICES – ZONE [] – GARDEN STATE PARKWAY”

The bidder shall indicate on the Bid Form the Zone(s) for which it is submitting a bid. All blank spaces in the Bid Form, except as otherwise provided, must be filled in and no change(s) shall be made in the phraseology of the Bid Form or of the items mentioned therein. All erasures, interpolations or other physical changes on the Bid Form shall be signed or initialed by the bidder. Bid Forms containing any conditions, omissions, erasures, alterations, or items not called for in this RFB, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete.

Upon receipt of the Bids, Authority staff will evaluate the submissions and determine the lowest, responsive and responsible bidder(s). The bidders shall not attach conditions, limitations or provisos to the Bid. Any such attached conditions, limitations or provisos may be grounds for rejection of the bid.

2. **Basis for Award:** The determination of the lowest, responsive and responsible bidder(s) in each Zone shall be determined solely with regard to the Towing Service Charge bid by the Bidder, which in no event shall exceed the following maximum Towing Service Charges as set forth in N.J.A.C. 19:9-3.1. See a copy of the current applicable regulations is attached hereto as **Appendix F**.

FOR EVALUATION PURPOSES ONLY, the Towing Service Charge bid for each vehicle class will be multiplied by the appropriate “weight factor” that appears on the Bid Form. The product of the Towing Service Charge for each vehicle class, multiplied by the weight factor, shall equal the Weighted Price for that vehicle class. The total of the Weighted Prices for all vehicle classes shall equal the Total Weighted Price. The determination of the lowest, responsive and responsible bidder(s) for each Zone will be based upon the Total Weighted Price.

3. **Inquiries.** **ONLY written** inquiries concerning the RFB will be accepted via email to noble@njta.com. The inquiry deadline is **11:00 A.M. on JULY 23, 2024**. Inquiries will not be entertained after this date and time.

NO POTENTIAL BIDDER IS PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT, THIS RFB WHILE THIS RFB IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS NOT APPROPRIATE FOR ANY BIDDER TO CONTACT ANY AUTHORITY COMMISSIONER

OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE BIDDING PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

4. Bids in Figures: The price on the Bid form shall be printed in ink in figures only. Any bid that fails to include a price for each and every item shall be rejected.

5. Signatory: When the Bid is made by an individual, his/her post office address shall be stated, and he/she shall sign the Bid. When the Bid is made by a firm, corporation, partnership, or other form of business entity, its name and post office address shall be stated, and the Bid shall be signed by bidder's authorized agent or official, and the bidder's official seal shall be affixed.

6. Service of Process: All bidders who are not residents of the State of New Jersey shall designate a proper agent in the State of New Jersey on whom service of process can be made in the event of litigation, which designation shall be shown by a written statement accompanying the Bid duly executed by the bidder or submitted prior to award.

7. Corrections: Any correction of an entry made on the Bid form should be initialed by bidder's duly authorized representative prior to submission of the Bid.

8. Towing Contract: This RFB and all the terms, conditions, specifications and appendices contained herein, together with the Prequalification Application Documents, which are incorporated herein by reference, shall be incorporated in and become part of the terms and conditions of the Contract to be executed by each Contractor, and each Contractor shall be bound thereby. A draft of the Contract is set forth at Appendix G. The failure of a Contractor to comply with all the terms and conditions of the Contract may result in the suspension or termination of the Contract.

9. Withdrawal of Bids: A Bid may be withdrawn when a written request therefore is received by the Authority no later than fifteen (15) minutes before the time designated for opening of the Bids. Any bidder withdrawing a Bid or attempting to withdraw a Bid after the opening of bids because of an alleged unilateral mistake by the bidder shall be liable to the Authority for costs incurred thereby, including, but not limited to, costs incurred in re-advertising for Bids, printing costs, staff time, consultants' time, costs incurred by the Authority in conducting a hearing on the application of the bidder to withdraw the Bid, costs of transcripts and fees. The bidder may be subject, in the Authority's sole discretion, to disqualification from bidding on future projects for a period of no greater than six (6) months.

10. Rotation: More than one award may be made for each Zone at the sole discretion of the Authority. In the event that more than one Contract is awarded for a Zone, the Contractors will be called into service on a rotating basis, as more fully set forth in Section II, Routine Towing Requirements, of the Prequalification Application Documents. Directions for accessing the Prequalification Application Documents, which are available electronically, are set forth at **Appendix A**. The number of contracts anticipated to be awarded per Zone is set forth in **Appendices B and C**.

11. Rejection of Bids: A bidder's failure to observe all instructions set forth herein may result in rejection of the bid. The Authority reserves the right to reject any or all bids as it may consider, in its sole discretion, to be in its best interest. The Authority reserves the right to waive any noncompliance with the bid requirements in which it deems to be, in its sole discretion, not material to the bid requirements.

12. Bidder's Guarantee: By submitting a bid, the bidder covenants and agrees that it has satisfied itself from its own investigation of the conditions to be met, that it fully understands its obligations and that it

will not make any claim for or have the right to cancellation or relief, without penalty, of the Contract because of any misunderstanding or lack of information.

13. Knowledge of Conditions and Requirements: Bids will be held to have been made with full knowledge of conditions and requirements including the physical characteristics necessary for an accurate bid. The Authority assumes no responsibility with respect to ascertaining for the bidder the facts of these physical requirements.

Bidders shall be held to be aware of the Authority's requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed.

14. Bid Irrevocable: The Bid shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.

15. Continuing Accuracy of Prequalification Application: The bidder warrants that all the information provided in the bidder's Prequalification Application previously submitted to the Authority remains accurate and that there has been no material change in the information provided therein. **The bidder shall have the affirmative obligation, at the time of submission of a response to this RFB, to advise the Authority, in writing, of any material change in the information previously submitted in the bidder's Prequalification Application.** An Affidavit of No Change is annexed hereto as **Exhibit 1**. Additionally, the bidder warrants that all the information provided in the bidder's Prequalification Application previously submitted to the Authority remains accurate throughout the life of the contract, and that any material change in the information provided therein shall be disclosed immediately to the Authority in writing. The Authority reserves the right to suspend or terminate any contract if any material change puts the bidder out of compliance with any of the requirements of the contract. Failure to comply with any of the foregoing shall constitute adequate cause to reject a bidder's Bid or, if such information was not disclosed to or discovered by the Authority prior to the award of the Contract, to terminate the bidder's Contract. In addition, the Authority may, in its sole discretion, bar the bidder from bidding on any Authority contract for such time as the Authority deems appropriate. See Section IV, Amended Documentation.

16. Incurring Costs: The Authority shall not be liable for any costs incurred by any Bidder in the preparation of its Bid.

17. Addendum to RFB: If at any time prior to the due date for receipt of Bids it becomes necessary to revise any part of this RFB, or if the Authority determines that additional information is necessary to enable Bidders to adequately interpret the provisions of this RFB, the Authority will issue an Addendum to this RFB. Upon issuance, each such Addendum shall be deemed to be a part of this RFB.

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

19. News Releases: No news releases pertaining to this RFB or any project to which it may relate shall be made without the Authority's approval.

20. Code of Ethical Standards: Bidders are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site:

<http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a response hereto, Bidder agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

21. Bids Become Property of the Authority: All Bids shall become the property of the Authority upon receipt and will not be returned.

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

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

24. Award of Contract: All bidders will be notified in writing of the action taken by the Authority. The bidder(s) to whom the Contract(s) has been awarded shall, within ten (10) calendar days of receipt of a notice of award:

- a. Execute and deliver to the Authority four (4) copies of the Contract;
- b. Furnish satisfactory evidence to the Authority of the required insurance with endorsements as required herein; and

All of the above shall be furnished, executed and delivered before the Contract will be executed and dated by the Authority. Failure upon the part of the bidder to whom the Contract has been awarded to comply with this provision shall be just cause for rescission of the award and the exclusion of the bidder from bidding on subsequent Authority projects for such period as the Authority may deem appropriate. The bidder failing to execute the Contract shall be liable for all damages incurred, including but not limited to: (1) the increased contract price incurred in awarding the Contract to another Contractor; and (2) the increased administrative costs incurred as a result of said failure.

End of Section I

SECTION II

SPECIFIC CONTRACT REQUIREMENTS

1. Prequalification

Bidders are cautioned to carefully review the Prequalification Application, including particularly, Section II “Routine Towing Requirements,” wherein towing requirements are more fully described. Directions for accessing the Prequalification Application Documents, which are available electronically, are set forth at **Appendix A**. All prequalified bidders have demonstrated to the satisfaction of the Authority that they meet or exceed the threshold requirements set forth in the Prequalification Application for experience in the towing and removal of vehicles on interstate highways, the Turnpike, or the Parkway, as applicable, and that bidders have the facilities, equipment, and personnel necessary to perform the services required by the Authority. All prequalified bidders have agreed to the terms and conditions and minimum requirements set forth in the Prequalification Application and are bound thereby. The description of the towing program and all minimum requirements specified in the Prequalification Application Documents are hereby incorporated by reference as though set forth at length herein.

2. Zone Fees

To offset administrative costs, the Authority has set a Zone Fee for each Zone that must be remitted to the Authority by the Contractors awarded the routine towing contract(s) for that Zone. The Zone Fee will be equally apportioned among all Contractors awarded contracts for each Zone. In other words, if the Zone Fee is \$6,000 and there are two contracts awarded for that Zone, each Contractor will be responsible for remitting \$3,000 in Zone Fees to the Authority annually.

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

Zone Fees shall be remitted to the Authority in monthly installments, with One Twelfth (1/12) of the Contractor’s portion of the annual Zone Fee for the applicable Zone paid to the Authority upon the Effective Date of the Contract, and for each month thereafter during the term of the Contract, no later than the fifteenth day of each month. Payments shall be made by check payable to the New Jersey Turnpike Authority and sent to

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

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

3. Receipts

Copies and an accounting of all receipts for Routine Towing Services and Emergency Services provided under the Contract shall be provided to the Authority on a monthly basis. All receipts issued for the entire preceding full calendar month must be received between the first and fifteenth day of each calendar month by the Manager, Emergency Services-New Jersey Turnpike Division, addressed to the New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042, together with an accounting of all monthly receipts. The accounting must specify the receipt number, the date and amount of same and a space for comment and/or explanation if same is necessary.

The Contractor is responsible for completing a receipt for Services for each and every call on the Turnpike, including calls where the Towing Charge is zero, based on a zero bid, using the receipt form required in the Prequalification Application. The receipt **must** be completed in its entirety. **Any and all charges** imposed on the patron must be included on this receipt.

To facilitate the above requirement, Contractors are directed to submit a monthly worksheet form to the Towing Operations staff. **The approved worksheet, known as the Monthly Aid Report Summary (“MARS”), will be provided by Towing Operations personnel to all Contractors.** The worksheet is to be submitted electronically by email between the first and fifteenth day of each calendar month. Furthermore, a printed hard copy of the MARS, along with the Authority copies of the invoices generated during aid calls, will be simultaneously submitted to the Manager of Emergency Services at the address provided above. As stipulated elsewhere in this Request for Bid, failure to abide with these requirements may result in suspension or termination of the Contract.

In the event a Contractor is dispatched but no disabled vehicle is present (a “Dry Run”), the receipt shall be so marked, and copies shall be included with the Contractor’s monthly submission. A “Dry Run” is subject to confirmation by the Roadway dispatcher.

No receipt shall be destroyed by a Contractor for any reason. The Contractor shall be held accountable for each numbered receipt. Receipts are to be prepared in four copies signed by the motorist and the Contractor’s agent. The original shall be transmitted with the Contractor’s monthly submission of invoices to the Authority. All services and repairs shall be itemized in detail on the service receipt. A summary sheet of all invoices for the month must be included with the numbered receipts. For the purposes of this contract, submission of expenses to AAA is considered payment for which a receipt should be completed. The Authority reserves the right to request an audit of all receipts for calls on either the New Jersey Turnpike or Garden State Parkway at any time. Any violation of this requirement or discrepancy between receipts submitted to the Authority and invoices provided to customers shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.

4. Payment of Tolls and Administrative Fees

a. New Jersey E-ZPass Account

Throughout the term, Successful Bidders must maintain a valid, active, and funded New Jersey E-ZPass account. The account must have a valid credit card on file and auto-pay must be selected. Each vehicle providing Services under this contract must have a New Jersey issued E-ZPass transponder in the vehicle and the tag must be associated with the account. In addition, each vehicle’s license plate must be listed on the account.

Based on tow volumes, the Authority will assign an appropriate Annual Non-Revenue Toll Allowance which may be utilized by Successful Bidder under the terms of this Contract to perform work for the Authority. The Allowance shall be determined at the sole discretion of the Authority. Contractor must comply with the terms of this Contract, including the maintenance of a valid, active, and funded New Jersey E-ZPass account, as set forth above, to receive and/or utilize this Annual Non-Revenue Toll Allowance. The Annual Non-Revenue Allowance for each Zone is set forth in Appendix E.

The Annual Non-Revenue Allowance will be equally apportioned among all Contractors awarded contracts for each Zone. The number of trips will vary from Zone to Zone. If, during the term of the Contract, Contractor is the sole authorized routine towing Contractor for a particular Service Provider Zone, said Contractor is likely to be the only Contractor for a period of at least twelve (12) months, then upon notice from the Authority, Contractor shall receive the entire Annual Non-Revenue Tolls Allowance for that Service Provider Zone.

If the Annual Non-Revenue Allowance is exhausted during the term of the contract, the Contractor must submit a request for additional toll allotments which will then be reviewed and approved at the Authority's sole discretion.

Contractor will be responsible for the payment of any and all tolls and administrative fees arising out of Contractor's use of the Roadways not associated with Authority-authorized tows.

Lastly, during the term, the Authority at its sole discretion, may change the method of which the Contractor receives or needs to apply for non-revenue allowance / toll reimbursement. The Authority will notify the Contractor 120 days prior to any change in this process.

b. Liabilities or Debts Owed to the Authority

The failure by any Contractor 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 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.

5. Maximum Rates Set by Regulation

The total fee to be charged by a Contractor under a contract for all vehicle classes shall be the Towing Service Charge bid by such Contractor, plus the applicable per mile charge established in N.J.A.C. 19:9-3.1. In all other cases, the Contractor shall charge only those amounts, or less, as are set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2. See copy of the current applicable regulations is attached hereto as **Appendix F**.

6. Electronic Dispatch/Billing System

During the term of the Contract, the Authority may require Contractor to utilize specific software for electronic billing, invoicing, dispatching, GPS, and voice communications or other technologies as mandated by the Authority in its sole discretion. Furthermore, the Authority may require Contractor to maintain a computer or smartphone or tablet with Internet access and a portable printer for this purpose. Contractor will need access to these devices simultaneously on the road and in their dispatch center. All expenses related to Contractor's implementation of the Authority-mandated system, including but not limited to all hardware, software, licenses, texting, data, and voice expenses, will be the sole responsibility of the Contractor. Contractor shall ensure that all personnel are trained in the use of the devices and/or software, and that all employees adhere to communication and

emergency-response protocols. All software or hardware must be obtained within 30 days of notification from the Authority.

7. Indemnification

Successful Bidder agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Successful Bidder or the Authority), resulting from any act, omission, negligence or willful misconduct of the Successful Bidder or of any of its officers, agents, subcontractors or employees in any manner related to the subject matter of the contract. The Successful Bidder's obligations regarding Indemnification shall survive the termination, expiration or rescission of any contract awarded to the Successful Bidder.

End of Section II

SECTION III

INSURANCE REQUIREMENTS

The insurance requirements set forth in Section IV of the Prequalification Application are as follows:

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

1. Successful Bidder shall maintain commercial general liability insurance (CGL) or garage liability insurance with a coverage limit of not less than \$1,000,000 each occurrence. Such insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers" shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Successful Bidder would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Successful Bidder shall maintain such insurance for a period of not less than three (3) years following the termination of the contract.

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

3. Successful Bidder shall maintain workers' compensation and employers' liability insurance. Employers' liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Where permitted by law, such insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents,

servants, employees, guests, consultants and volunteers. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.

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

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

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

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

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

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

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

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

10. Prior to commencing any services under any contract awarded to a Successful Bidder, and thereafter upon the Authority's request, Successful Bidder shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer,

showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:

- a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Contractor's workers' compensation and employers' liability insurance.
- b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.
- c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers.
- d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers."
- e. All certificate(s) shall be mailed to: Director, PMM Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.

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

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

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

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

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

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

End of Section III

SECTION IV

AMENDED/ADDITIONAL DOCUMENTATION

1. Affidavit of No Change

All bidders shall complete the Affidavit of No Change, which is attached hereto as **Exhibit 1** unless there has been any change in the information provided in the bidder's Prequalification Application Documents previously submitted to the Authority. **Bidders warrant that all the information provided in the bidder's Prequalification Application previously submitted to the Authority remains accurate throughout the life of the contract, and that any material change in the information provided therein shall be disclosed immediately to the Authority in writing.**

If any information provided in the bidder's Prequalification Application Documents previously submitted to the Authority is no longer accurate, the bidder shall provide a signed and dated written explanation with its bid submission, amending the bidder's Prequalification Application Documents as necessary. This includes any revision to the list of Equipment Operators and Equipment set forth in the Bidder's Prequalification Application. Any revisions or update to such information must be disclosed to the Authority with the bid submission, and immediately upon occurrence during the term of the Contract.

2. Forms Required by Prequalification Application

If any intervening event has caused any of the following forms that were originally submitted by bidder in connection with its Prequalification Application Documents to no longer be accurate, the bidder shall resubmit the applicable amended form: (1) Affidavit of Moral Integrity; (2) Affirmative Action Information Form; (3) Ownership Disclosure Form; and (4) Affidavit of Compliance and Non-Collusion. A copy of each form can be found at Section IV of the Prequalification Application Documents. Directions for accessing the Prequalification Application Documents, which are available electronically, are set forth at Appendix A.

End of Section IV

SECTION V - BID FORMS

BID FORM - NEW JERSEY TURNPIKE

THE UNDERSIGNED hereby declares that he/she/it is the only person or business entity interested in this bid and that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion or fraud.

The undersigned further declares that he/she/it has carefully examined this RFB and the Prequalification Application and, having examined same and having made a thorough study of the conditions to be met in carrying out the requirements thereof and in performing the Services, the undersigned hereby offers to perform the Services as required hereunder at the price(s) stated below.

**This Bid is submitted for Routine Towing Services on the New Jersey Turnpike in Zone _____.
(Bidder must insert appropriate Zone)**

Bidder shall enter the Towing Service Charge in the appropriate space below for each class of vehicle. The Towing Service Charge entered must not exceed the maximum shown for each vehicle class, in accordance with **the Service Charges as set forth in N.J.A.C. 19:9-3.1**. Failure to comply will result in rejection of the bid.

A. Class 1 Vehicles-Under 7,000 pounds registered GVW (Must not exceed \$116.50):

\$ _____	x	80%	=	\$ _____
Towing Service Charge		Weight Factor		Weighted Price

B. Class 2 Vehicles-Straight truck, car with trailer, or trailer without car (Must not exceed \$214.00):

\$ _____	x	10%	=	\$ _____
Towing Service Charge		Weight Factor		Weighted Price

C. Class 3 Vehicles-Tractor trailer or bus (Must not exceed \$405.00):

\$ _____	x	10%	=	\$ _____
Towing Service Charge		Weight Factor		Weighted Price

TOTAL A, B AND C: = \$ _____
Total Weighted Price

ADDENDA / INQUIRIES: Check box if No Addenda Issued

☐

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

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

NAME OF BIDDER: _____

SIGNATURE: _____

PRINT NAME AND TITLE OF SIGNATORY: _____

BIDDER'S ADDRESS AND TELEPHONE NO. _____

BID FORM - GARDEN STATE PARKWAY

THE UNDERSIGNED hereby declares that he/she/it is the only person or business entity interested in this bid and that it is made without any connection with any person making another bid for the same Contract; that the bid is in all respects fair and without collusion or fraud.

The undersigned further declares that he/she/it has carefully examined this RFB and the Prequalification Application and, having examined same and having made a thorough study of the conditions to be met in carrying out the requirements thereof and in performing the Services, the undersigned hereby offers to perform the Services as required hereunder at the price(s) stated below.

This Bid is submitted for Routine Towing Services and Emergency Services on the Garden State Parkway in Zone _____. (Bidder must insert appropriate Zone)

Bidder shall enter the Towing Service Charge in the appropriate space below for each class of vehicle. The Towing Service Charge entered must not exceed the maximum shown for each vehicle class, in accordance with **the Service Charges as set forth in N.J.A.C. 19:9-3.1**. Failure to comply will result in rejection of the bid.

A. Class 1 Vehicles-Under 7,000 pounds registered GVW (Must not exceed \$116.50.00):

\$ _____	x	90%	=	\$ _____
Towing Service Charge		Weight Factor		Weighted Price

B. Class 2 Vehicles-Straight truck, car with trailer, or trailer without car (Must not exceed \$214.00):

\$ _____	x	5%	=	\$ _____
Towing Service Charge		Weight Factor		Weighted Price

C. Class 3 Vehicles-Tractor trailer or bus (Must not exceed \$405.00):

\$ _____	x	5%	=	\$ _____
Towing Service Charge		Weight Factor		Weighted Price

TOTAL A, B AND C: = \$ _____
Total Weighted Price

ADDENDA / INQUIRIES: Check box if No Addenda Issued

☐

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

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

NAME OF BIDDER: _____

SIGNATURE: _____

PRINT NAME AND TITLE OF SIGNATORY: _____

BIDDER'S ADDRESS AND TELEPHONE NO. _____

INDEX TO APPENDICES AND EXHIBITS

Appendix

- A. Prequalification Application Documents (Reference Only)
- B. Service Provider Locations on the New Jersey Turnpike
- C. Zone Locations on the Garden State Parkway
- D. Zone Fees
- E. Annual Non-Revenue E-Z Pass Trip Allowances
- F. New Jersey Turnpike Administrative Code
- G. Draft Agreement for Routine Towing Services
- H. Monthly Aid Report Summary (“MARS”)
- I. Division of Revenue Registration

Exhibits

- 1. Affidavit of No Change
- 2. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- 3. New Jersey Election Law Enforcement Commission Requirement for Disclosure of Political Contributions
- 4. Set-Off for State Tax

APPENDIX A

PREQUALIFICATION APPLICATION DOCUMENTS

The Prequalification Application Documents under which all bidders must have been prequalified in order to bid, are located on the New Jersey Turnpike Authority website.

Website address – www.njta.com

Doing Business

Current Solicitations

Copies of the Prequalification Application Documents can also be obtained by contacting Christine Noble at noble@njta.com

THIS SECTION IS FOR REFERENCE PURPOSES ONLY

APPENDIX B

SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE

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

SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE
(continued)

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

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

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

NO CONTRACTS WILL BE AWARDED FOR ZONE 6 OR ZONE 10

APPENDIX C

ZONE LOCATIONS ON GARDEN STATE PARKWAY

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

APPENDIX D

ZONE FEES

NEW JERSEY TURNPIKE

<u>Interchange</u>	<u>Total Annual Fee Per Interchange Due to Authority</u>
---------------------------	---

Interchange 1	\$ 2,500.00
Interchange 2	\$ 3,500.00
Interchange 3	\$ 4,000.00
Interchange 4	\$ 3,500.00
Interchange 5	\$ 6,500.00
Interchange 7	\$ 9,000.00
Interchange 8	\$14,500.00
Interchange 9	\$13,000.00
Interchange 11	\$11,500.00
Interchange 12	\$ 8,000.00
Interchange 13	\$10,500.00
Interchange 14 NBHCE	\$ 8,500.00
Interchange 15E	\$12,500.00
Interchange 15W	\$ 4,500.00
Interchange 16E	\$ 6,000.00
Interchange 16W	\$ 5,500.00
Interchange 18W-E	\$ 4,500.00
Interchange I95	\$ 9,500.00

GARDEN STATE PARKWAY

<u>Zone</u>	<u>Total Annual Fee Per Zone Due to Authority</u>
--------------------	--

Zone 1	\$ 9,000.00
Zone 2	\$ 6,000.00
Zone 3	\$ 9,500.00
Zone 4	\$ 7,000.00
Zone 5	\$12,500.00
Zone 6	\$11,500.00
Zone 7	\$ 8,500.00
Zone 8	\$14,500.00
Zone 9	\$10,500.00
Zone 10	\$14,500.00
Zone 11	\$15,500.00
Zone 12	\$10,000.00
Zone 13	\$ 7,500.00
Zone 14	\$11,500.00

APPENDIX E

ANNUAL NON-REVENUE E-Z PASS TRIP ALLOWANCES PER ZONE (TO BE DIVIDED BETWEEN THE CONTRACTORS PER ZONE)

NEW JERSEY TURNPIKE

<u>Interchange</u>	<u>Annual Non-Revenue Round Trips Per Zone</u>
Interchange 1	1,000
Interchange 2	1,000
Interchange 3	1,300
Interchange 4	1,800
Interchange 5	6,100
Interchange 7	2,000
Interchange 8	3,300
Interchange 9	2,000
Interchange 11	3,600
Interchange 12	12,000
Interchange 13	2,000
Interchange 14 NBHCE	4,200
Interchange 15E	2,300
Interchange 15W	6,300
Interchange 16E	9,200
Interchange 16W	9,200
Interchange 18W-E	3,500
Interchange I95	6,000

GARDEN STATE PARKWAY

<u>Zone</u>	<u>Annual Non-Revenue Round Trips Per Zone</u>
Zone 1	1,400
Zone 2	1,000
Zone 3	2,900
Zone 4	6,000
Zone 5	12,800
Zone 6	5,300
Zone 7	5,100
Zone 8	6,300
Zone 9	4,000
Zone 10	3,100
Zone 11	2,800
Zone 12	4,100
Zone 13	8,600
Zone 14	4,500
Zone 15	6,400
Zone 16	6,200

APPENDIX F

NEW JERSEY TURNPIKE ADMINISTRATIVE CODES 19:9-3.1 & 19:9-3.2

N.J.A.C. 19:9-3.1 (Towing rates on the Turnpike and the Parkway)

“Towing Rates”

(a) Towing rates charged by Authority-authorized companies on the Roadway, pursuant to contracts entered into after August 1, 2023, shall not exceed the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Class 1 Vehicles (under 7,000 pounds registered gross vehicle weight G.V.W.R. (generally, “Passenger Vehicles”) for the purpose of towing rates only):

i. Service charge of \$ 116.50; plus

(1) \$ 4.25 per mile on the Roadway, up to a maximum fee to tow the vehicle to the Authority-authorized garage facility, including the service charge, of \$ 159.00; and

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

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

i. Class 2 Vehicles (for the purpose of towing rates only, straight truck (up to 15,000 pounds gross vehicle weight), car with trailer, or trailer without car):

(1) Service charge of \$ 214.00; plus

(A) \$ 4.75 per mile on the Roadway, up to a maximum, including the service charge, of \$ 261.50; or

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

ii. Class 3 Vehicles (for the purpose of towing rates only, tractor trailer, bus (over 15,000 pounds or more registered gross vehicle weight), or any vehicle requiring the use of a Landoll tractor trailer:

(1) Service charge of \$ 405.00; plus \$ 6.00 per mile on the Roadway, up to a maximum, including the service charge, of \$ 465.00; and

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

- (1) \$ 41.00 for connecting air lines and \$ 41.00 for connecting lights;
- (2) \$ 73.50 for disconnecting drive shaft on all trucks;
- (3) \$ 65.00 per axle for removing an axle; and
- (4) \$ 73.50 for removing an air scoop.

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

- i. \$ 151.00 per hour for a light wrecker; and
- ii. \$ 246.00 per hour for a heavy wrecker.

4. Specialized equipment for routine towing services:

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

(b) Storage rates charged by Authority-authorized companies pursuant to contracts entered into after August 1, 2023 shall not exceed the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Cars: First 12 hours free; \$ 43.00 per calendar day thereafter.
2. Vehicles up to 15,000 pounds G.V.W.R.: First 12 hours free; \$ 81.00 per unit per calendar day thereafter.
3. Vehicles over 15,000 pounds G.V.W.R.:
 - i. All except buses: First 12 hours free; \$ 81.00 per unit per day thereafter;
 - ii. Buses: First 12 hours free; \$ 150.00 per calendar day thereafter.

N.J.A.C. 19:9-3.2 (Road services rates on the Roadway)

“Road Service Rates”

(a) Road service rates on the Turnpike for Class 1 vehicles charged by Authority-authorized service companies pursuant to contracts entered into after August 1, 2023, shall conform with the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$ 81.00;
2. Motor fuel/oil: Cost of product plus road service charge;
3. Tire change: Road service charge;
4. Tire repair/replacement: Cost of product plus road service charge;
5. Battery service: Road service charge;
6. Water: Road service charge; and
7. Tire repair/replacement services for trucks and buses: The service charge to be charged by a contractor shall not exceed \$ 168.00. The maximum hourly labor rate shall not exceed \$ 101.00 per hour. The only

charges that a contractor may charge a patron are: the service charge bid by the contractor; if applicable, the hourly labor rate bid by the contractor multiplied by the actual time spent by the contractor at the scene, beyond the initial one-half hour, in repairing/replacing tires and/or rims; if applicable, an additional tire service charge of \$ 33.50 for each additional tire change beyond the first tire change; and the retail price of any supplied tires or rims and any other related equipment supplied. No other charges are permitted. The terms "contractor," "service charge," "hourly labor rate" and "additional tire service charge" are defined terms that shall have the meanings set forth in the procurement documents issued by the Authority from time to time for tire repair/replacement services for trucks and buses.

(b) Road service rates on the Parkway for Class 1 vehicles charged by Authority-authorized towing and emergency service providers pursuant to contracts entered into after August 1, 2023, shall conform with the following rates or such rates as may be approved and amended by the members of the Authority from time to time in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$ 81.00;
2. Motor fuel/oil: Cost of product plus road service charge;
3. Tire change: Road service charge;
4. Tire repair/replacement: Cost of product plus road service charge;
5. Battery service: Road service charge;
6. Water: Road service charge; and
7. Tire repair/replacement services for trucks and buses: The service charge to be charged by a contractor shall not exceed \$ 168.00. The maximum hourly labor rate shall not exceed \$ 101.00 per hour. The only charges that a contractor may charge a patron are: the service charge bid by the contractor; if applicable, the hourly labor rate bid by the contractor multiplied by the actual time spent by the contractor at the scene, beyond the initial one-half hour, in repairing/replacing tires and/or rims; if applicable, an additional tire service charge of \$ 33.50 for each additional tire change beyond the first tire change; and the retail price of any supplied tires or rims and any other related equipment supplied. No other charges are permitted. The terms "contractor," "service charge," "hourly labor rate" and "additional tire service charge" are defined terms that shall have the meanings set forth in the procurement documents issued by the Authority from time to time for tire repair/replacement services for trucks and buses.

APPENDIX G

DRAFT AGREEMENT FOR ROUTINE TOWING SERVICES

THIS AGREEMENT dated _____, 2024 and effective 12:01 a.m., _____, 2024 (“Effective Date”) by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 1 Turnpike Plaza, Woodbridge, New Jersey 07095 (the “Authority”); and _____ (the “Contractor”).

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

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

WHEREAS, the Contractor was selected as a qualified, authorized towing contractor and the Authority wishes to engage the services of the Contractor to provide routine towing in Service Provider Zone __; and

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

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

6. ANNUAL NON-REVENUE TOLL ALLOWANCE. The Annual Non-Revenue Toll Allowance which may be utilized by Contractor under the terms of this Contract is _____. Contractor must comply with the terms of this Contract, including the maintenance of a valid, active, and funded New Jersey E-ZPass account, to receive and/or utilize this Annual Non-Revenue Toll Allowance.

If, during the term of the Contract, Contractor is the sole authorized routine towing Contractor for Service Provider Zone ____, which status is likely, in the opinion of the Authority, to continue for a period of at least twelve (12) months, then upon notice from the Authority, Contractor shall receive the entire Annual Non-Revenue Tolls Allowance for that Service Provider Zone.

7. INSURANCE. For this Contract, the Successful 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 provided in Section IV of the RFB.

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

8. INDEMNIFICATION. Successful Bidder agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Successful Bidder or the Authority), resulting from any act, omission, negligence or willful misconduct of the Successful Bidder or of any of its officers, agents, subcontractors or employees in any manner related to the subject matter of the contract. The Successful Bidder's obligations regarding Indemnification shall survive the termination, expiration or rescission of any contract awarded to the Successful Bidder.

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

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

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

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

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

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

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

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

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

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

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

18. AUDIT. The Authority or its duly authorized representative shall have the right to conduct an audit of all funds, records, receipts, memoranda, claim files and other materials concerning the administration of the towing program that is the subject of this Contract. Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed with regard to the provision of towing services. The Authority, its employees, officers, or representatives shall have the right upon written

request and reasonable notice, to inspect and examine all books and records specific to the Contract. Such records shall be retained by Contractor for at least five (5) years after termination of the Contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years or during any dispute or claim between the Authority and the Contractor regarding the Contract.

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

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

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

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

- a. Agreement;
- b. Request for Bids;
- c. Contractor's Prequalification Application;
- d. Any and all other documents issued with respect to Towing Services; and
- e. Contractor's Bid.

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Jennifer Kanski
Secretary to the Authority

[Corporate Seal]

By: _____
James D. Carone
Executive Director

Approved by the Law Department:

Thomas Holl
Director of Law

ATTEST:

Contractor's Name

Print Name: _____

Title: _____

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

APPENDIX H

Monthly Aid Report Summary ("MARS")

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

AKME Towing and Recovery, Inc.

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

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

Consolidated monthly
MARS details

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

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

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

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

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

APPENDIX I

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>

EXHIBIT 1

AFFIDAVIT OF NO CHANGE

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ [Name], residing in _____ [City/Town/Borough] in the

County of _____ and State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ the (President) (Owner) of _____ (the “Bidder”), the Applicant submitting the response to the Request for Bids for Routine Towing Services on the New Jersey Turnpike and/or Routine Towing Services and Emergency Services on the Garden State Parkway, and that I executed the said response with full authority to do so. I warrant that I have examined the response to the Prequalification Application by the Bidder and the Request for Bids submitted by the Bidder to the New Jersey Turnpike Authority and certify that no information supplied in the Prequalification Application has since changed. I further certify that if any of the information supplied in the Prequalification Application or the Request for Bids herein changes at any point during the duration of the Contract, I will immediately notify the Authority in writing of any such changes.

Subscribed and sworn to

Before me this _____ day

_____, 2024

By: _____
Signature

Notary Public of

My Commission expires _____, 20__

EXHIBIT 2
**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).
- OR**
- ☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

EXHIBIT 3

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

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

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 4

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 _____