

REQUEST FOR BID

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

New Jersey Turnpike Administrative Offices

P.O. Box 5042

1 Turnpike Plaza

Woodbridge, New Jersey 07095-5042

Tel.732-750-5300 Ext. 8636

montgomery@njta.com

**TITLE: 2024 – 2027 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS
LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW
JERSEY TURNPIKE**

BID NO: RM-187069 REBID

DUE DATE: 07-30-2024

TIME: 11:00 AM

Please be advised that the public bid opening for Solicitation RM-187069 REBID will be by
CONFERENCE CALL ONLY.

Conference call details are as follows:

Dial-in Number: 646-992-2010

Access code: 2332 478 0907

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO.

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SECTION 1.0 INFORMATION FOR VENDORS (BIDDERS)

1.1 INTRODUCTION

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

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

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

1.2 BIDDER GUIDELINES

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

- (a) The Request for Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Bid opening will take place via teleconference call only. See Section 1.6.
- (b) The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
- (c) All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications on the exception form attached.
- (d) All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.

1.2.2 **A PRE-BID WEBINAR MEETING** will NOT be held.

1.3 BIDDER CHECKLIST

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

- (a) Bid Bond, Letter of Surety, or a Cashier's Check for 10% of the amount Bid ☒
- (b) Ownership Disclosure Statement (Exhibit C, Instruction to Bidders page 23) ☒
- (c) Vendor Disclosure Form (Exhibit F, Instruction to Bidders page 29) ☒
- (d) Disclosure of Investment Activities in Iran- (Exhibit F-1, Instruction to Bidders page 30) ☒
- (e) Qualification Questionnaire ☒
- (f) Qualifying Affidavit ☒
- (g) Notification of Intent to Subcontract ☒

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

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

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

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

- (a) Mandatory Equal Employment Opportunity Language ☒
- (b) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
- (c) Notice to All Bidders of Set-Off for State Tax ☒
- (d) Insurance Certificate - See Umbrella Liability Requirements (Page 24) ☒
- (e) State of New Jersey Division of Business Registration Certificate ☒
- (f) Instruction and agreement for Direct Payment (ACH) ☒
- (g) Certification of Non-Involvement in Prohibited Activities in Russia or Belarus (P.L. 2022, C.3) ☒

1.3.5. Bidder must sign the Bid ☒

1.4 CAUSES FOR REJECTION OF BID

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

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

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

1.5 CONTRACT BOND

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

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

1.6 REQUEST FOR BIDS

Please be advised that the public bid opening for Solicitation RM-187069 REBID which is scheduled for JULY 30, 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: 2332 478 0907

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

1.7 INTENTION

It is the intention of the Authority to issue a Purchase Agreement for the procurement of **2024 – 2027 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW JERSEY TURNPIKE**. Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for three (3) years with the option to extend for two (2) additional one (1) year terms at the Authority's discretion and Contractor's concurrence. Any questions regarding this procurement contract, please contact: Christina Montgomery at montgomery@njta.com.

1.8 BID SHEET INSTRUCTIONS

1.8.1 Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority relating to this Request for Bids (collectively, “Bid Documents”). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency, or apparent error therein. Any written request for interpretation or correction shall be directed to Christina Montgomery at montgomery@njta.com.

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

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

1.8.3 The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Buyer of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

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

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

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

The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

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

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

NO LATER THAN 2:00 PM ON THURSDAY, JULY 25, 2024

**Very truly yours,
Janet L. Rzepka, Director
Procurement and Materials Management**

Name of Company / Authorized Signature of Bid

1.9 QUALIFYING AFFIDAVIT

Complete and Submit with Bid – REQUIRED DOCUMENT

STATE OF NEW JERSEY

COUNTY OF _____, I _____,

_____ of _____,
The President, Vice President, Owner or Partner Company

being first duly sworn, deposes and says:

1. That the _____ (Company) (Owner) wishes to be qualified to bid on the New Jersey Turnpike Authority Snow Plowing Contract, on the New Jersey Turnpike or the Garden State Parkway.

2. That _____ (Company) (Owner) wishes to demonstrate moral integrity in accordance with the Agreement and Specifications to be rendered herein.

3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state):

4. Deponent further states that neither the _____ Company, nor any of its Owners, Officers or Directors, have ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contentre to any violation of a Federal or State Criminal Statute; or ever engaged in a violation of any nature regarding work on contracts performed by it, including, but not limited to, OSHA, NJDOT and NJDEP violations, except as follows (if none, so state):

5. That any depository, Contractor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement.

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

7. That the undersigned, being authorized to act on behalf of _____ Company, certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Contractor's Qualifying Statement and that the same are true to my knowledge.

8. That, if a Corporation, the corporation _____ incorporated in the State of New
(is, is not)
Jersey. If not a New Jersey Corporation, the corporation _____ authorized to do
(is, is not)

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

9. That, in accordance with said Procedures as of the date of signing this Affidavit, _____ Company has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent Authority by reason of claiming its rights to withdraw a bid because of unilateral mistake, and has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent authority, for any other reason except as follows (if none, so state):

10. That this Contractor's Qualifying Statement is made to induce the New Jersey Turnpike Authority to accept qualifications knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements therein contained.

Company

Sworn and subscribed to before me this

_____ day of _____ 20_____

Signature

Notary Public

Title

1.10 QUALIFICATIONS QUESTIONNAIRE

1.10.1 QUALIFICATION QUESTIONNAIRE - REQUIRED DOCUMENTS

**2024 – 2027 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS
LOCATIONS ON THE GARDEN STATE PARKWAY AND
THE NEW JERSEY TURNPIKE**

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

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

Name of Bidding Entity_____

Business Address_____ Phone#_____

Name of Contact/Representative_____

Business Address_____ Phone # _____

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

Agency's Name: _____

Address_____

Contact Individual: _____ Phone # _____

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

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

_____ Years

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

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

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

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

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

Description: _____ Quantity: _____ Tons: _____

Location of Stockpile: _____

Physical Address of Yard/Shop/Storage Area: _____

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

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

If so, would your firm be willing to share this information with the Authority so that the Authority can better manage snowstorm events? _____

Name of GPS software _____

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

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

1.10.2 VEHICLE INFORMATION – REQUIRED DOCUMENT

Make additional copies as needed and include with bid response.

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

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

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

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

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

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

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

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

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

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

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

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

1.11 NOTIFICATION OF INTENT TO SUBCONTRACT- REQUIRED DOCUMENT

SNOW REMOVAL AND SALTING SERVICES – CONTRACT NO. _____

Pursuant to Section VII of the Instructions to Bidders, in the event that the Bidder proposes to subcontract any of its services to be performed under the resulting contract, the Bidder shall so state by providing the information requested below. **Subcontracting is limited to no more than 49% of the required plow and/or spreader trucks for each contract awarded.** In addition, it is the Bidder's responsibility to obtain from the proposed subcontractor and submit with the bid the same information demonstrating the subcontractor's compliance with the contract requirements. Specifically, the Bidder must submit the information and documentation required in the Questionnaire (Pages 11-15 of this RFB) for each proposed subcontractor, such as proof of insurance and other vehicle information. If a proposed subcontractor cannot comply with the insurance requirements (Section V of the Instructions to Bidders) then such subcontractor shall be added under the Contractor's policies as an additional insured. **Failure to submit the completed information within one (1) business day of the bid opening will result in bid rejection.** In addition, the subcontractor's equipment will be subject to the same inspection as the Bidder's equipment as stated in the Questionnaire.

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

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

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

1.12 2024 – 2027 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW JERSEY TURNPIKE

DRAFT AGREEMENT
FOR
RM-187069 REBID

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of: **2024-2027 Snow Removal and Salting Services at various locations on the Garden State Parkway and the New Jersey Turnpike** specified in this Agreement in strict conformance with the Invitation to Bid/Request for Bids and the Instruction to Bidders attached hereto and made a part hereof.

The term of this Agreement shall commence on the effective date and terminate three (3) years there-from, unless earlier terminated as provided in the Invitation to Bid/Request for Bids. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney’s fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of its subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the services, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, and subcontractors; or of the Authority, its officers, employees and agents, or of third persons, or through any improper or defective machinery, implements or appliances used in the services; and the Contractor shall further defend, if so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man, or laborer who has performed work or furnished materials in or about the services or by, or on account of, any claims or amount recovered for any infringement or patent, trademark or copyright.

Any such money due to the Contractor under and by the Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination, or rescission of this Agreement.

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

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in

accordance with the terms of the Invitation to Bid/Request for Bids, or upon violation by the Contractor of any statute relative thereto.

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Jennifer Kanski
Secretary to the Authority

BY _____
James D. Carone
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name
Title

BY _____
Name
Title

[Corporate Seal]

2.0 SECTION 2 - SPECIFICATIONS FOR 2024 – 2027 SNOW REMOVAL AND SALTING SERVICES AT VARIOUS LOCATIONS ON THE GARDEN STATE PARKWAY AND THE NEW JERSEY TURNPIKE

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

2.1 DEFINITIONS

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

AUTHORITY - The New Jersey Turnpike Authority

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

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

HOLIDAY - The following days shall be considered Holidays:

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

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

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

ROADWAY - The New Jersey Turnpike or the Garden State Parkway

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

2.2 SUBMISSION OF BID GUARANTEE

Bidder shall submit a proposal guarantee with its bid proposal which will consist, at bidder's option, of any one of the following as listed below. Failure to submit with the bid submission will be grounds for mandatory rejection:

(a) A Proposal Bond or a Letter of Surety, in the amount of 10% of the bid (Contract Value). The Proposal Bond or Letter of Surety shall be fully executed by the bidder and the bonding company licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.

2.3 EXECUTION OF CONTRACT AND CONTRACT BOND

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

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

2.3.2 Execute and deliver to the Authority an original Contract Bond on the Authority's form in a sum not less than 10% of the amount listed on each bid sheet per area. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with, furnish and maintain other Surety satisfactory to the Authority. The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

2.4. TERM OF CONTRACT AND BID PRICES

For plow trucks, salt spreaders, loaders, and pickups or other vehicles with arrow boards, the contract period shall be a (3) three-year contract from **October 15, 2024 through April 15, 2027**. The Authority reserves the right to extend the contract for two additional one-year periods with the concurrence of the Contractor.

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

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

2.5 ADDING/DELETING LOCATIONS

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

2.6 MANDATORY MEETING AFTER AWARD

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

2.7 INSURANCE REQUIREMENTS

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

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

2.8 ACCIDENT REPORTS

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

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

2.9 COMMENCEMENT OF WORK

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

2.10 DAILY REPORTS

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

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

The Authority may furnish, at designated Authority locations, salt spreaders and snowplows with mounting apparatus for attachment to the bidder's trucks. The Contractor shall be responsible for the pick-up and return of all Authority equipment in the same condition as which it was originally received.

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

2.11 SNOW REMOVAL AND SALTING OPERATIONS

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

Roadway shall be plowed and/or spread with salt the entire graded width of the Roadway, toll plazas, parking lots, rest areas, ramps, service areas, access roads to State Police facilities, and other commonly traveled areas between

guiderail curb lines and gutters. Ramp connections to the Roadway and cut-throughs shall be cleared simultaneously with the operations on the Roadway as directed.

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

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

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

2.12 CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

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

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

2.12.2 Contractor Personnel – Familiarity with Work

It is the obligation of the bidder to ascertain for himself, his Superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his acceptance of all the specifications and field conditions.

2.12.3 Contractor Supervisor

- A. The Contractor shall furnish a supervisor as indicated in the bid, which shall be responsible for the Contractor's entire operation and will answer directly to the Maintenance Department Representative. If the Contractor has more than one area, the Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed. The supervisor requirement shall only apply to spreader and plow teams. Snow removal contracts for service areas, toll plazas, state police buildings and other Authority facilities do not require a supervisor unless specifically stated in the accompanying contract description.
- B. **Mechanic Required**
The supervisor shall also assure that a mechanic(s) will be provided on site for the duration of the storm and that all Contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor and mechanic.

2.12.4 Communication and GPS

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

2.12.5 Maintenance and Protection of Traffic

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

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

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

2.12.6 Refueling

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

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

2.13 VEHICLE/EQUIPMENT REQUIREMENTS

Any exceptions to Section 2.13 must be listed on the Exception Form to be considered.

2.13.1 Front End Loaders

Each loader working at toll plazas and ramps shall have a minimum of two (2) strobe lights mounted on the unit with reflective striping on the sides and rear of the unit. Units must meet all current OSHA, PEOSHA, ANSI, National Traffic & Motor Vehicle Safety Acts and any other applicable standards and regulations. The Contractor's supervisors must be in radio and/or cellular phone contact with their own equipment operators always.

2.13.1.1 3-4 Cubic Yard Bucket

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

2.13.1.2 2-3 Cubic Yard Bucket

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

2.13.1.3 5-7 Cubic Yard Bucket

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

2.13.2 Backup Vehicle

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

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

Contractors' equipment found inoperative or missing any required auxiliary equipment upon arrival for duty will be charged any cost incurred by the Authority to correct any deficiency.

2.14 EQUIPMENT PROVIDED TO THE CONTRACTOR

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

2.14.1 Inspections

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

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

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

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

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

2.15 RETAINAGE

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

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

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

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

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

2.16 START/STOPPING (DEPLOYED) TIME

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

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

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

2.17 TIMING AND PAYMENT

2.17.1 Operating Time

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

Category	All-Inclusive Operating Hourly Rate	Time
Loader	Hourly Rate Bid (not to exceed Operating Rate Cap of \$500)	Operating
Transportation	Standard Fixed Rate of \$500 per activation applies for delivery and pickup of Loaders	No Bid - Fixed
Arrow Board / Pickup	Standard Fixed Rate of \$230/\$250 Applies	No Bid - Fixed
Supervisor	Standard Fixed Rate of \$230/\$250 Applies	No Bid - Fixed

An OPERATING HOUR price in the Proposal shall include the cost of furnishing a heavy-duty truck, loader, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all necessary other work in connection therewith and incidental thereto. There is a fixed price of \$500.00 per activation for transportation (delivery and pickup) of loaders where indicated.

Standard Operating Time (Monday – Friday):

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

2.17.2 Premium Operating Time (Saturday, Sunday and Holidays):

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

2.17.3 Supervisor Time

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

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

The Monday through Friday Standard rate to be paid for each Contractor's supervisor with vehicle shall be two hundred thirty dollars (\$230.00) per hour, with fractions of hours being calculated on a 1/4-hour basis.

2.17.4 Standby Time

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

Category	Standby Hourly Rate	Time
Loader	60% of \$500 Operating Rate Cap (\$300) Including a Guaranteed 8 Hours Operating Rate per Activation	Any
Arrow Board	Standard Fixed Rate of \$230/\$250 Applies	N/A
Supervisor	Standard Fixed Rate of \$230/\$250 Applies	N/A

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

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

2.17.5 Meal Time

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

2.17.6 Disabled Vehicles

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

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

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

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

2.17.7 Call-Out Minimum

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

2.17.8 Commencement of Work

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

2.17.9 Arrival Time – Default

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

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

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

2.17.10 Minimum Compensation

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

Example Minimum Compensation Schedule

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

2.18 INVOICING

2.18.1 All bills must be submitted by area and contract number

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

2.18.2 Payment Procedure

All invoices pertaining to snow removal must be submitted to:

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

Invoices can also be e-mailed to: invoicefb@njta.com

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

All invoices shall include the following:

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

2.18.3 Hookup

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

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

2.18.4 Retainage

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

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

2.18.5 E-Z Pass

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

2.18.6 Separate District Costs

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

2.18.7 ACH Payments

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

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

EXAMPLE A: INVOICE SHEET

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

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

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

2.19 BASIS OF AWARD

- Award will be made to the lowest, responsible and responsive bidder for the *All-Inclusive* Operating Hourly Rate Bid for each item bid per area. See example below.
- The maximum allowable Operating Hourly Bid Rate for Loaders is \$500.00.

2.19.1 EXAMPLE B: BID SHEET

(For Illustrative purposes only)

SECTION 5.1. PLOW AND SPREADER / PLOW TEAMS - BARREN FORD PRIMARY								
LINE NO.	CONTRACT NUMBER	CHARLE TEAM ID	DESCRIPTION	QTY	UNIT	ALL-INCLUSIVE HOURLY OPERATING RATE - (1) PLOW & SPREADER TRUCK	ALL-INCLUSIVE HOURLY OPERATING RATE - (1) PLOW ONLY TRUCK	ALL-INCLUSIVE HOURLY OPERATING RATES COMBINED
1	PPS-1A-23	P-1A	1 Plow and Spreader Team	1	HOUR			
			MM 0 TO MM 14 - PMD1					
			5 Class 8 - 55,000 GVWR					
			2 Truck w/ NJTA supplied plow & spreader					
			3 Truck w/ NJTA supplied plow					
2	PPS-1B-23	P-1B	1 Supervisor / Vehicle	1	HOUR			
			Estimated annual contract value \$142,200					
			1 Plow and Spreader Team					
			MM 13 TO MM 30 - PMD1					
10	PPS-4A-23	P-4A	5 Class 8 - 55,000 GVWR	1	HOUR			
			2 Truck w/ NJTA supplied plow & spreader					
			3 Truck w/ NJTA supplied plow					
			1 Supervisor / Vehicle					
			Estimated annual contract value \$186,400					
13	SPS-4SA-23	P-4SA	1 Plow and Spreader Team	1	HOUR			
			MM 100 to NJ-1.8 OUTER & MM 107.4 INNER U-Turn, ALTERNATING - PMD4					
			4 Class 8 - 55,000 GVWR					
			4 Truck w/ NJTA supplied plow & spreader					
			1 Supervisor / Vehicle					
18	PPN-5C-23	P-5C	Estimated annual contract value \$123,000	1	HOUR			
			1 Plow and Spreader Team					
			MM 113.8 CUT TO MM 125.5 CUT INNER - PMD5					
			8 Class 8 - 55,000 GVWR					
20	PPN-5E-23	P-5E	2 Truck w/ NJTA supplied plow & spreader	1	HOUR			
			6 Truck w/ NJTA supplied plow					
			1 Supervisor / Vehicle					
			Estimated annual contract value \$186,400					
			1 Plow and Spreader Team					
			MM 107.4 TO MM 120 INNER - PMD5 (Extending south or north as directed)					

LEGEND

● TPK Service Areas	● GSP Service Areas
● TPK Interchanges	● GSP Barrier Tolls
☆ TPK Maintenance Yards	☆ GSP Maintenance Yards
Dist 1: MP 0.0 - 27.5	Dist 1: MP 0.0 - 30.2
Dist 2: MP 27.5 - 48.5	Dist 2: MP 30.2 - 63.8
Dist 3: MP 48.5 - 61.8 & PHMTE	Dist 3: MP 63.8 - 91.8
Dist 4: MP 61.8 - 75.5	Dist 4: MP 91.8 - 105.0
Dist 5: MP 75.5 - 90.1	Dist 5: MP 105.0 - 125.0
Dist 6A	Dist 6: MP 125.0 - 145.0
Dist 6: MP 90.1 - 105.0	Dist 7: MP 145.0 - 160.1
Dist 7: Snow Only	Dist 8: MP 160.1 - 172.5
Dist 8: MP 105.0 - E118.0	
Dist 9: NBHCE	
Dist 10: MP 105.0 - W122.0	

GIS data created based on information from NJTA Maintenance Dept.
If you see any issues with the data portrayed herein, contact Susan Luhn, luhn@turnpike.state.nj.us ext. 8292
Map current as of May 5, 2018

2.19.3 EQUIPMENT INSPECTIONS

Pre-Award Vehicle / Equipment Inspection Check List **2024-2027 SNOW REMOVAL AND SALTING SERVICES**

2.19.3.1 Required Vehicle Documentation Submitted with Bid Proposal

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

2.19.3.2 On-Site Inspection

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

2.19.3.3 Waiver

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

2.19.3.4 Cure Period

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

2.19.3.5 Pre-Award Vehicle / Equipment Inspection Check List

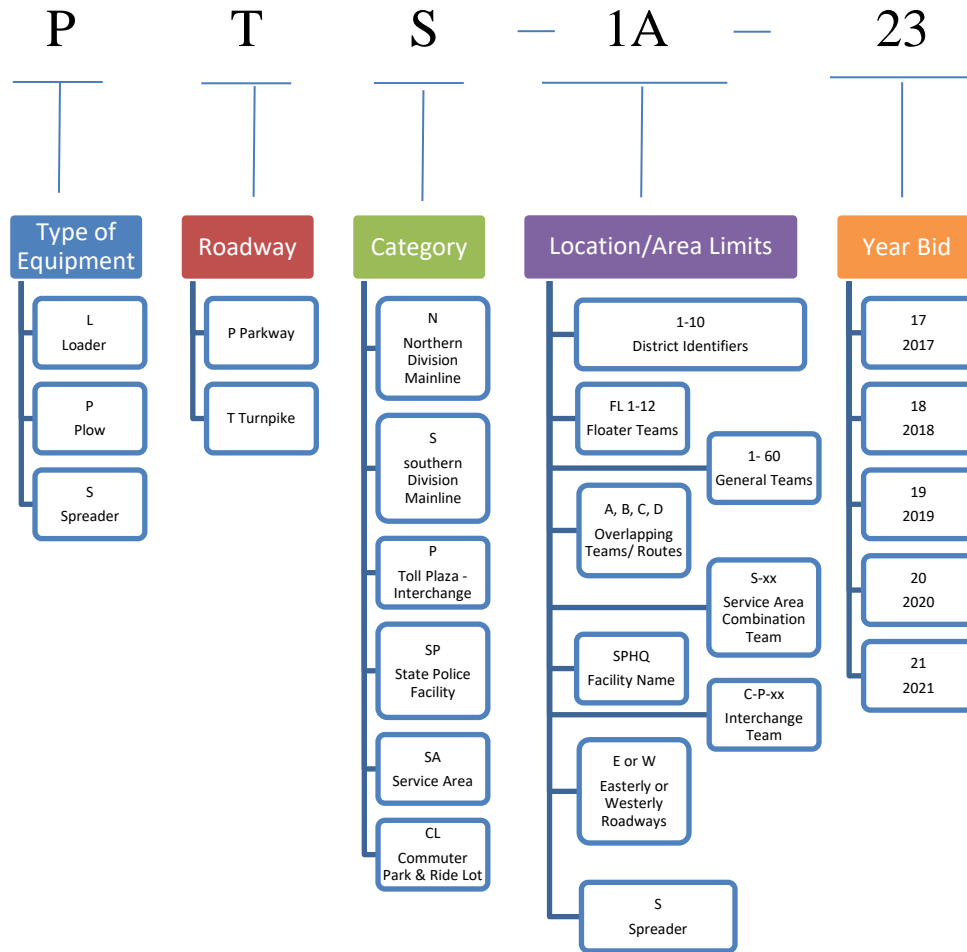
Vendor Name		Date of Inspection	
Contract ID		Re-inspection Required	Yes / No

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

Cure Period

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

Snow Removal and Salting Services Contract Naming Convention



3.0 SECTION 3 - INDIVIDUAL CONTRACT REQUIREMENTS AND BID FORMS

3.1 LOADER SERVICES AT AUTHORITY TOLL PLAZA FACILITIES

3.1.1 Turnpike Toll Facilities

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

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

Detailed requirements include:

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

3.2 BID SHEETS

Bid forms are organized in accordance with Section 3.1

Contractor Name:	
Contact Person:	
Contact Phone Number:	

Basis of Award determined by All Inclusive Hourly Operating Rate Combined.

SECTION 3.1 LOADER SERVICES - AT AUTHORITY TOLL PLAZA FACILITIES								
SECTION 3.1.1 TURNPIKE TOLL PLAZA FACILITIES								
LINE NO	CONTRACT NUMBER	CHARLIE TEAM ID	DESCRIPTION	QTY	UNIT		ALL-INCLUSIVE HOURLY OPERATING RATE - (1) LOADER ONLY	
152	LTP-10-24	C-P-10	1 Loader Team w / Backup Vehicles TOLL PLAZA INTERCHANGE 10 - TMD5	1	HOUR			
			1 Loader w/ 3-4 CY Bucket					
			2 Backup Vehicle w/ Arrow Board					
			Estimated annual contract value \$33,600					
153	LTP-11-24	C-P-11	1 Loader Team w / Backup Vehicles TOLL PLAZA INTERCHANGE 11 - TMD6	1	HOUR			
			4 Loader w/ 3-4 CY Bucket & NJTA Pusher Attachment					
			4 Backup Vehicle w/ Arrow Board					
			1 Supervisor / Vehicle					
154	LTP-12-24	C-P-12	1 Loader Team w / Backup Vehicles TOLL PLAZA INTERCHANGE 12 - TMD6	1	HOUR			
			1 Loader w/ 3-4 CY Bucket					
			2 Backup Vehicle w/ Arrow Board					
			Estimated annual contract value \$33,600					
155	LTP-13-24	C-P-13	1 Loader Team w / Backup Vehicles TOLL PLAZA INTERCHANGE 13 - TMD6	1	HOUR			
			1 Loader w/ 3-4 CY Bucket					
			2 Backup Vehicle w/ Arrow Board					
			Estimated annual contract value \$33,600					

END OF DOCUMENT



NEW JERSEY TURNPIKE AUTHORITY

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

INSTRUCTIONS TO BIDDERS

PLEASE READ THE INSTRUCTIONS CAREFULLY
BEFORE SUBMITTING YOUR BID

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INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

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

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

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

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

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

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

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

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

1. ANNUAL REPORT OF CONTRIBUTIONS TO ELECTION LAW ENFORCEMENT COMMISSION

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

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

F. PUBLIC WORKS CONTRACTOR REGISTRATION ACT-The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for “public work,” as defined in *N.J.S.A. 34:11-56.51*, to be first registered with the Department of Labor and Workforce Development. No vendor or subcontractor, including lower tier subcontractors, shall engage in the performance of any public work subject to the contract unless they are registered pursuant to this Act. Bidders can submit a valid copy of their Public Works Contractor Registration Certificate and valid copies of the Registration Certificates for all subcontractors along with the bid, but the certificate(s) must be submitted prior to contract award. The Registration

Certificate(s) shall be maintained at the worksite and shall be made readily available for inspection at any time. Pursuant to *N.J.S.A. 34:11-56.55* applications for registration shall not be accepted as a substitute for a Registration Certificate for subcontractors.

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

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

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

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

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

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

contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in

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

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

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

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

J-2 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS- N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, C.3) (the “Act”) states that prior to contract award, the awardee must certify that neither the awardee, nor any of its parents, subsidiaries, or affiliates engaged in prohibited activities in Russia or Belarus. However, the enforceability of N.J.S.A. 52:32-60.1 et seq. was challenged in the United States District Court for the District of New Jersey. On December 22, 2023, a company obtained a permanent injunction from the United States District Court, which enjoined the State from enforcing N.J.S.A. 52:32-60.1 on the ground that it would conflict with the existing federal sanctions regime and the United States Constitution’s Supremacy Clause.

N.J.S.A. 52:32-60.4 provides that the Act “shall not apply in circumstances when its application would violate federal law.” Accordingly, to enforce the Act in a manner consistent with the District Court’s decision and federal law, New Jersey deems its list of persons and entities engaging in prohibited activities in Russia or Belarus to consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the United States Department of Treasury, Office of Foreign Assets Control (OFAC), on account of activity relating to Russia or Belarus. A searchable database of OFAC-listed persons and entities is available here: <https://sanctionssearch.ofac.treas.gov/>.

Consistent with the District Court’s decision, the State of New Jersey has revised its *Certification of Non-Involvement in Prohibited Activities in Russia or Belarus* form. Accordingly, prior to entering into any Agreement(s) hereunder, Successful Proposer(s) shall be required to complete and submit to NJTA the revised *Certification of Non-Involvement in Prohibited Activities in Russia or Belarus* (Exhibit F-2).

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

L. MSDS REQUIREMENTS-Any vendor, Vendor, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer’s most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to *N.J.A.C. 8:59-2.2(i)*.

M. LABELING REQUIREMENTS-Any vendor, Vendor or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, *N.J.S.A. 34:5A-1* et seq., or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.

- N. VOC REQUIREMENTS**-Any architectural coating, as defined by *N.J.A.C. 7:27-23.2*, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection's Volatile Organic Compounds in Consumer Products (VCC) regulation, *N.J.A.C. 7:27-23.1 et seq.*
- O. COMPLIANCE WITH STATE AND FEDERAL LAWS**-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.
- P. SAFETY & HEALTH REQUIREMENTS**-The goods, services and/or equipment provided through the contract at issue shall be so designed and installed to meet all applicable federal and state safety and health regulations and national consensus standards including, but not limited to US DOL-OSHA, NJ LWD-PEOSHA, NFPA and ANSI standards
- Q. CHOICE OF LAW**-It is agreed and understood that any contract entered into and/or purchase orders placed as a result of any RFB issued by the Authority shall be governed and construed and the rights and obligations of the parties thereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

III. BID PREPARATION

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

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

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

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

IV. BIDDER GUARANTEES AND MISCELLANEOUS CONTRACT REQUIREMENTS

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

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

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

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

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

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

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

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

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

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

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

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

4. **Umbrella Liability Insurance.**

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

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

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

5. **Certificate and Endorsement Requirements**

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

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

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

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

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

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

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

VI. DELIVERY REQUIREMENTS

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

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

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

C. DELIVERY-Upon award of the contract:

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

VII. OTHER TERMS AND CONDITIONS

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

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

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

I. NOTICE TO VENDORS AND AUTHORITY DEPARTMENTS-The Authority is authorized to order, and vendors are authorized to ship only those items covered by the contract. If a review of orders placed by the Authority reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned regardless of the time elapsed between the date of delivery and discovery of the violation. A full refund to the Authority by the vendor will be required.

J RIGHT TO AUDIT-Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least five (5) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.

1. In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.A.C. 17:44-2.2* - The vendor shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the OSC upon request.

K. TAXES-The Authority is exempt from Federal Excise Tax, New Jersey State Sales and Use Tax and other tax as applicable.

L. TRANSFER OF BUSINESS-It is understood by all parties that, if, during the term of the contract, the vendor disposes of its business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser.

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

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

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

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

- O. SUBCONTRACTING OR ASSIGNMENT**-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Director. In the event that bidder proposes to subcontract some or all of the services to be provided under the contract, it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the goods and/or services to be supplied by them.
- P. REJECTION OF BIDS**-Failure to comply with mandatory requirements of the bid shall be considered grounds for rejection. The Authority retains the right to reject any or all bids, to waive informalities and minor irregularities and to rebid the entire contract.
- Q. LIABILITIES OR DEBTS OWED TO THE AUTHORITY**- The failure by any Contractor or subcontractor during the term of the Contract to satisfy in a timely manner any outstanding debts or fees owed to the Authority, whenever incurred, including but not limited to those related to nonpayment of tolls or administrative fees, as required by *N.J.A.C. 19:9-1.19* and *N.J.A.C. 19:9-9.2*, shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

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

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

YES_____ NO_____

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

(OR)

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

YES_____ NO_____

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

Certificate Number _____

(OR)

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

YES_____ NO_____

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

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

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

Signed_____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address_____

Telephone Number _____ Fax Number_____

EXHIBIT C
OWNERSHIP DISCLOSURE FORM

BID SOLICITATION: _____ BIDDER/PROPOSER: _____

PART 1

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

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

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

PART 2

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

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

INDIVIDUALS

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

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

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

Attach Additional Sheets if Necessary.

PART 2 continued

PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

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

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

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

Attach Additional Sheets if Necessary.

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

CERTIFICATION

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

Signature

Date

Print Name and Title

FEIN/SSN

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

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

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT E
SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

SBE CATEGORY 1 \$0- \$500,000 _____

SBE CATEGORY 2 \$500,001 thru \$5,000,000 _____

SBE CATEGORY 3 \$5,000,001 thru \$12,000,000 _____

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

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

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT F
VENDOR DISCLOSURE FORM

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

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

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

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

Contractor Name: _____

Address: _____

Country: _____

Subcontractor #1 Name: _____

Address: _____

Country: _____

Subcontractor #2 Name: _____

Address: _____

Country: _____

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

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

Signature: _____

Print Name: _____ Title: _____

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

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name _____ Relationship to Contractor/Bidder _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____

EXHIBIT F-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 ") that seeks to enter into or renew a contract with a the New Jersey Turnpike Authority 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

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 G
NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT H

LETTER OF SURETY

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

_____ as PRINCIPAL: and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT I
PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J
CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

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

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

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

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

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

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

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

this _____ day of _____ in the year 20_____.

WITNESS OR ATTEST

[CORPORATE SEAL]

PRINCIPAL

WITNESS OR ATTEST:

[CORPORATE SEAL]

SURETY

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

Purchase Requisition # _____

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

Company (insert name of Company)

By: _____
(print and sign name)

Title

Date

EXHIBIT L

INSTRUCTIONS FOR DIRECT PAYMENTS (ACH CREDITS)

PLEASE PRINT ALL ENTRIES (except for signature)

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

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

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

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

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

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

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

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

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

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

AUTHORIZED SIGNATORY – Enter your signature.

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

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

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

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH CREDITS)

Company Name _____ NJTA Vendor ID _____

Telephone Number _____ Email Address _____

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

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

Depository Name _____ Branch _____

City _____ State _____ Zip _____

Routing Number (DFI ID) _____ Account Number _____

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

Name(s) _____ Title _____
(please print)

Date _____ Authorized Signatory _____

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

For NJTA use only:

Received by: _____ Date: _____