

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

New Jersey Turnpike Administrative Offices

1 Turnpike Plaza

P.O. Box 5042

Woodbridge, New Jersey 07095-5042

Tel. - 732-750-5300 Ext. 8640

**REQUEST FOR BID**

TITLE: **REMOVAL OF SCRAP METAL AND ASSOCIATED ITEMS**

BID NO: **RM-187691**

DUE DATE: **9-16-24**

TIME: **2:00 PM**

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

**BIDDER INFORMATION (PLEASE PRINT)**

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NAME OF BIDDING ENTITY

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ADDRESS

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CITY, STATE AND ZIP CODE

---

E-MAIL ADDRESS

---

REPRESENTATIVE TO CONTACT-NAME & TITLE

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TELEPHONE NO.

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

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FAX NO

## **SECTION I**

### **A. INTRODUCTION**

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

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

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

## **B. BIDDER GUIDELINES/CHECKLIST**

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

1. The Request for Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. **LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED.** BID OPENING WILL TAKE PLACE VIA TELECONFERENCE CALL ONLY. SEE PAGE 5.
2. **The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications on the exception form attached.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. **IF CHECKED, THIS RFB REQUIRES THE FOLLOWING MANDATORY DOCUMENT(S). 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, page 23 of Instruction to Bidders) ☒
  - (c) Vendor Disclosure Form (Exhibit F, page 29 of Instruction to Bidders) ☒
  - (d) Disclosure of Investment Activities in Iran (Exhibit F-1, page 30 of Instruction to Bidders) ☒
6. **TO FACILITATE THE CONTRACT AWARD PROCESS, THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH THE BID. IN THE EVENT THE DOCUMENTS ARE NOT SUBMITTED WITH THE BID, THEY SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.**
  - (a) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒
  - (b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒
  - (c) SBE/WBE/MBE/VOB/DVOB Certificates and Form ☒
7. Bidder must sign the Bid ☒
8. **SEE THE AUTHORITY’S INSTRUCTION TO BIDDERS (ATTACHED) FOR A COMPLETE LIST OF THE AUTHORITY’S STANDARD CONTRACT TERMS AND CONDITIONS, AS WELL AS OTHER FORMS THAT ARE REQUIRED PRIOR TO THE AWARD OF CONTRACT(S).**

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

- (a) Mandatory Equal Employment Opportunity Language ☒
- (b) Affirmative Action Information Sheet with Certificate or Form AA302 ☒
- (c) Notice to All Bidders of Set-Off for State Tax ☒
- (d) Insurance Certificate ☒
- (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) ☒

## **SECTION II**

### **A. INTENTION**

1. **Sealed Bids (Paper Submission Only)** for **RM-187691** must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB”.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a Purchase Order/Notice of Award “NOA” for the procurement of **REMOVAL OF SCRAP METAL AND ASSOCIATED ITEMS.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact JOHN PARMIGIANI with any questions regarding this procurement contract at [jparmigiani@njta.com](mailto:jparmigiani@njta.com).

### **B. BID SHEET INSTRUCTIONS**

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

6. Bidders may Bid on (1) one or any of the (5) five geographic area(s) (“Areas”) # 1 through # 5 on either Roadway listed (Maintenance Districts within Areas). The Bidder must supply a price for each line item within each Area(s) being Bid. If any line item within each Area(s) is not Bid, the Bid may be rejected. The Areas are listed on page 6.

### **C. BASIS OF AWARD**

1. Award will be made to (1) one or multiple Bidder(s) who can supply the Authority with the **HIGHEST REVENUE** for each Geographic Area(s) #1 through #5 listed and the **LOWEST BID** for the Bulk Pick Up items.
2. Bidders must quote a percentage revenue per line item only. If a Bidder quotes multiple percentage revenue values per line item, the Bid may be rejected.
3. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.
4. The Authority is tax exempt from New Jersey Sales and Excise Tax.

### **D. MISCELLANEOUS**

1. **ELECTRONIC PAYMENT: The Vendor will be required to accept payment(s) for goods or services via automatic deposit from the Authority. NO OTHER FORM OF PAYMENT WILL BE PROVIDED. See Exhibit L in the Instructions to Bidders on the Authority’s website for the required electronic payment forms: <http://www.njta.com/doing-business/goods-and-services>**
2. Please be advised that the public bid opening for Solicitation RM-187691 which is scheduled for **9-16-24 at 2:00 PM** will be by **CONFERENCE CALL ONLY.**

**Conference call details are as follows:**

**Dial-in Number: 646-992-2010**

**Access code: 2338-518-6287**

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.

## **E. GEOGRAPHIC AREA'S**

### **GEOGRAPHIC AREA # 1 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS AND STATEWIDE TRAFFIC MANAGEMENT CENTER (STMC):**

#### **GARDEN STATE PARKWAY NORTHERN AREAS: MILEPOST 142.6 TO MILEPOST 164.1**

District 8-Milepost 164.1 South, Paramus  
District 7-Milepost 156 North Clifton  
District 7U-Milepost 142.6 North, Union  
STMC- 400 King George Rd, Woodbridge, NJ 07095

### **GEOGRAPHIC AREA # 2 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

#### **GARDEN STATE PARKWAY CENTRAL AREAS: MILEPOST 94.3 TO MILEPOST 137.8**

District 6-Milepost 137.8 South, Clark  
District 5- Milepost 116 South, Holmdel Surplus Yard,  
Telegraph Hill Complex  
District 4- Milepost 94.3 South, Herbertsville

### **GEOGRAPHIC AREA # 3 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

#### **GARDEN STATE PARKWAY SOUTHERN AREAS: MILEPOST 13.8 TO MILEPOST 67.7**

District 3-Mile post 67.7 North, Barnegat  
District 2- Milepost 41.9 South, Whitehorse  
District 1- Milepost 13.8 South, Swainton

### **GEOGRAPHIC AREA # 4 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

#### **TURNPIKE AUTHORITY NORTHERN AREAS: MILEPOST 5.5 TO MILEPOST 112.5**

District 10-Mile post 112.5 W East Rutherford  
District 9- Milepost 5.5 N Hudson Bay Extension, Jersey City  
District 8- Milepost 111.5 S (Eastern Extension) Secaucus  
District 6 – Milepost 100.4 N Elizabeth  
District 6A- Milepost 91.3 N Central Inventory Warehouse  
District 5 – Milepost 80.7 S Milltown

### **GEOGRAPHIC AREA # 5 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

#### **TURNPIKE AUTHORITY SOUTHERN AREAS: MILEPOST 13.2 TO MILEPOST 67.8**

District 4- Milepost 67.8 S Hightstown  
District 3- Milepost 56.5 N Crosswicks  
District 2- Milepost 37.1 N Mt. Laurel  
District 1 –Mile post 13.2 N Swedesboro

## **F. BID QUOTATION SHEETS AND EXAMPLE**

### **QUOTATION SHEET EXAMPLE**

<b>LINE</b>	<b>DESCRIPTION</b>	<b>APPROX. QUANTITY</b>	<b>UNIT</b>	<b>% REVENUE</b>
1	Steel/Iron Mix No. 1 Heavy Melt Philadelphia	100,000	GROSS TON	15 %
2	Aluminum Mixed Clips, High Side Philadelphia	20,000	LB.	10 %
3	Copper No. 2 Heavy Copper & Wire High Side Philadelphia	15,000	LB.	12 %
4	Stainless Steel 304 Solids, Clips, Dealer Buying Prices High Side New York	10,000	LB.	15 %
<b>TOTAL PERCENTAGE REVENUE</b>				<b>77 %</b>

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST TOTAL PERCENTAGE REVENUE**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY PRICES MAY RESULT IN BID REJECTION.**

**FLAT TRUCKING FEE PER PICK UP \$250.00**

## **BID QUOTATION SHEET**

### **AREA #1**

**GARDEN STATE PARKWAY NORTHERN AREA: MILEPOST 142.6 TO MILEPOST 164.1**  
**GEOGRAPHIC AREA # 1 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS**  
**AND STATEWIDE TRAFFIC MANAGEMENT CENTER (STMC):**

District 8-Milepost 164.1 South, Paramus  
District 7-Milepost 156 North Clifton  
District 7U-Milepost 142.6 North, Union  
STMC- 400 King George Rd, Woodbridge, NJ 07095

LINE	DESCRIPTION	APPROX. QUANTITY	UNIT	% REVENUE
1	Steel/Iron Mix No. 1 Heavy Melt Philadelphia	100,000	GROSS TON	%
2	Aluminum Mixed Clips, High Side Philadelphia	20,000	LB.	%
3	Copper No. 2 Heavy Copper & Wire High Side Philadelphia	15,000	LB.	%
4	Stainless Steel 304 Solids, Clips, Dealer Buying Prices High Side New York	10,000	LB.	%
TOTAL PERCENTAGE REVENUE				%

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST TOTAL PERCENTAGE REVENUE**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY PRICES MAY RESULT IN BID REJECTION.**

**\*\*FLAT TRUCKING FEE PER PICK UP \$ \_\_\_\_\_**



**BID QUOTATION SHEET CON'T****AREA #2****GARDEN STATE PARKWAY CENTRAL AREA: MILEPOST 94.3 TO MILEPOST 137.8****GEOGRAPHIC AREA # 2 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

District 6-Milepost 137.8 South, Clark  
District 5- Milepost 116 South, Holmdel Surplus Yard  
Telegraph Hill Complex  
District 4- Milepost 94.3 South, Herbertsville

LINE	DESCRIPTION	APPROX. QUANTITY	UNIT	% REVENUE
1	Steel/Iron Mix No. 1 Heavy Melt Philadelphia	100,000	GROSS TON	%
2	Aluminum Mixed Clips, High Side Philadelphia	20,000	LB.	%
3	Copper No. 2 Heavy Copper & Wire High Side Philadelphia	15,000	LB.	%
4	Stainless Steel 304 Solids, Clips, Dealer Buying Prices High Side New York	10,000	LB.	%
5	Brass Yellow Brass Solids, High Side Philadelphia	10,000	LB.	%
TOTAL PERCENTAGE REVENUE				%

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST TOTAL PERCENTAGE REVENUE**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY A PRICE FOR TRUCKING FEE MAY RESULT IN BID REJECTION.**

**\*\*FLAT TRUCKING FEE PER PICK UP \$ \_\_\_\_\_**

**BID QUOTATION SHEET CON'T****AREA #3****GARDEN STATE PARKWAY SOUTHERN AREA: MILEPOST 13.8 TO MILEPOST 67.7****GEOGRAPHIC AREA # 3 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

District 3 –Mile post 67.7 North, Barnegat  
District 2- Milepost 41.9 South, Whitehorse  
District 1- Milepost 13.8 South, Swainton

LINE	DESCRIPTION	APPROX. QUANTITY	UNIT	% REVENUE
1	Steel/Iron Mix No. 1 Heavy Melt Philadelphia	100,000	GROSS TON	%
2	Aluminum Mixed Clips, High Side Philadelphia	20,000	LB.	%
3	Copper No. 2 Heavy Copper & Wire High Side Philadelphia	15,000	LB.	%
4	Stainless Steel 304 Solids, Clips, Dealer Buying Prices High Side New York	10,000	LB.	%
TOTAL PERCENTAGE REVENUE				%

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST TOTAL PERCENTAGE REVENUE**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY A PRICE FOR TRUCKING FEE MAY RESULT IN BID REJECTION.**

**\*\*FLAT TRUCKING FEE PER PICK UP \$ \_\_\_\_\_**

**BID QUOTATION SHEET CON'T****AREA #4****TURNPIKE AUTHORITY NORTHERN AREA: MILEPOST 5.5 TO MILEPOST 112.5****GEOGRAPHIC AREA # 4 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

District 10–Mile post 112.5 W East Rutherford  
District 9- Milepost 5.5N Hudson Bay Extension, Jersey City  
District 8- Milepost 111.5 S (Eastern Extension) Secaucus  
District 6 – Milepost 100.4 N Elizabeth  
District 6A- Milepost 91.3 N Central Services Facility  
District 5 – Milepost 80.7 S Milltown – MAINTENANCE  
District 5 – Milepost 80.7 S Milltown – ITS

LINE	DESCRIPTION	APPROX. QUANTITY	UNIT	% REVENUE
1	Steel/Iron Mix No. 1 Heavy Melt Philadelphia	100,000	GROSS TON	%
2	Aluminum Mixed Clips, High Side Philadelphia	20,000	LB.	%
3	Copper No. 2 Heavy Copper & Wire High Side Philadelphia	15,000	LB.	%
4	Stainless Steel 304 Solids, Clips, Dealer Buying Prices High Side New York	10,000	LB.	%
5	Lead Batteries Undrained, Whole Old Batteries High Side New York including E-Waste (DISTRICT 6A ONLY)	75,000	LB.	%
6	Lead Heavy Soft Lead, High Side Philadelphia (DISTRICT 6A ONLY)	30,000	LB.	%
7	Steel/Iron Mix No. 1 Heavy Melt Philadelphia – DISTRICT 5 – ITS (separate container)	20,000	LB.	%
8	Used Wood Pallets	N/A	EACH	%
TOTAL PERCENTAGE REVENUE				%

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST TOTAL PERCENTAGE REVENUE.**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY A PRICE FOR TRUCKING FEE MAY RESULT IN BID REJECTION.**

**\*\*FLAT TRUCKING FEE PER PICK UP \$ \_\_\_\_\_**

**BID QUOTATION SHEET CON'T****AREA #5****TURNPIKE AUTHORITY SOUTHERN AREA: MILEPOST 13.2 TO MILEPOST 67.8****GEOGRAPHIC AREA # 5 COMPRISED OF THE FOLLOWING MAINTENANCE DISTRICTS:**

District 4- Milepost 67.8 S Hightstown  
District 3- Milepost 56.5 N Crosswicks  
District 2- Milepost 37.1 N Mt. Laurel  
District 1 –Mile post 13.2 N Swedesboro

LINE	DESCRIPTION	APPROX. QUANTITY	UNIT	% REVENUE
1	Steel/Iron Mix No. 1 Heavy Melt Philadelphia	100,000	GROSS TON	%
2	Aluminum Mixed Clips, High Side Philadelphia	20,000	LB.	%
3	Copper No. 2 Heavy Copper & Wire High Side Philadelphia	15,000	LB.	%
4	Stainless Steel 304 Solids, Clips, Dealer Buying Prices High Side New York	10,000	LB.	%
TOTAL PERCENTAGE REVENUE				%

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST TOTAL PERCENTAGE REVENUE**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY A PRICE FOR TRUCKING FEE MAY RESULT IN BID REJECTION.**

**\*\*FLAT TRUCKING FEE PER PICK UP \$ \_\_\_\_\_**

**BID QUOTATION SHEET CON'T****BULK PICK UP**

LINE	UOM	DESCRIPTION	APPROX. QUANTITY PER LB.	UNIT PRICE PER LB	TOTAL PRICE
1	2 PER YEAR	Pick up Oversized Bulk Items from District 5- Milepost 116 South, Holmdel Surplus Yard, Telegraph Hill Complex	40,000	\$	\$
2	2 PER YEAR	Pick up Oversized Bulk Items from District 4- Milepost 67.8 S Hightstown	40,000	\$	\$
3	2 PER YEAR	Pick up of Non-Automotive Assorted Batteries	10,000	\$	\$
TOTAL LINES 1 THROUGH 3					\$

**THE BULK PICK UP AWARD WILL BE DETERMINED BY THE LOWEST BIDDER FOR LINES 1 THROUGH 3.**

**\*\*FLAT TRUCKING FEE WILL NOT BE FACTORED INTO THE BASIS OF AWARD; HOWEVER, BIDDERS ARE REQUIRED TO PROVIDE THIS QUOTATION. FAILURE TO SUPPLY A PRICE FOR TRUCKING FEE MAY RESULT IN BID REJECTION.**

**\*\*FLAT TRUCKING FEE PER PICK UP \$ \_\_\_\_\_**

**CONTRACTOR MUST PROVIDE EQUIPMENT TO TRANSPORT OVERSIZED BULK ITEMS (CARS, TRUCKS, TRAILERS, ATTENUATORS, ETC.) FROM EACH LOCATION. EQUIPMENT REQUIRED MAY INCLUDE LOWBOY, FLATBED, AND/OR LANDOLL TYPE TRAILERS.**

**CONTRACTOR MUST PROVIDE CERTIFICATE OF DESTRUCTION FOR TITLED MOTOR VEHICLES.**

**TOTALS PER AREA AND BULK PICK UP**

REVENUE TOTAL FOR THE GSP NORTHERN AREA #1	\$ _____
REVENUE TOTAL FOR THE GSP CENTRAL AREA #2	\$ _____
REVENUE TOTAL FOR THE GSP SOUTHERN AREA #3	\$ _____
REVENUE TOTAL FOR THE NJTA NORTHERN AREA #4	\$ _____
REVENUE TOTAL FOR THE NJTA SOUTHERN AREA #5	\$ _____
REVENUE TOTAL FOR BULK PICK UP	\$ _____

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO: [jparmigiani@njta.com](mailto:jparmigiani@njta.com).**

**PURSUANT TO N.J.A.C. 19:9-2.2 (a)(3), Addenda will be distributed and posted on the Authority's website at least three days prior to the bid opening.**

**NEW JERSEY TURNPIKE AUTHORITY**

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

_____	/	_____
Name of Company	/	Authorized Signature of Bidder

## **G. SIGNATURE PAGE**

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

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

Receipt of Addendum / Inquiries # \_\_\_\_\_ dated \_\_\_\_\_ is hereby acknowledged.

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**CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

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

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

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

3. **AUTHORIZED SIGNATURE:** \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax: # \_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION III**

### **A. SPECIFICATIONS**

#### **REQUIRED SERVICES**

The Contractor shall provide roll-off container service to the Authority for the awarded Area(s) per the specifications. Containers are to be provided on an on-call basis as determined by the Authority's Project Supervisor (Supervisor), following a request for delivery and services, they shall be provided to the sites within 48 hours. Unless otherwise stipulated no minimum quantity for delivery will be established and the Contractor will be required to deliver as directed.

1. For the purposes of this Agreement, "Debris" is defined as those materials that fall within the following but not limited to:
  - Steel
  - Aluminum
  - Brass
  - Lead/Lead Batteries
  - Copper Wire
  - Stainless
  - Oversized Bulk items
  - Mixed Loads/Toll Tech Auto Equipment
  - Used Wood Pallets
2. The Contractor shall be responsible for preparation of all required documentation and filing of all required reports associated with the collection and disposal of debris including but not limited to; any and all permits, licenses including cost (federal, state, local & municipality). In addition, the Contractor shall provide the Authority an itemized report (by District) on a monthly basis, detailing total weight and type of Debris removed.
3. The Contractor shall assume total responsibility for the waste materials until the recycling/disposal/reuse is completed.
4. The Contractor must meet all current federal, state, local & municipality regulations, guidelines and ordinances for handling the disposal of various types of materials listed in specifications. If Contractor is found not to be in compliance with any current federal, state, municipality & local regulations, guidelines and ordinances for handling these types of materials, any fines will be the sole responsibility of the Contractor including cost.



## **CONTRACTOR RESPONSIBILITIES**

1. The Contractor is responsible for providing and maintaining a subscription to the daily publication American Metals Market (AMM) during the duration of the contract. Subscription information can be obtained by AMM customer service. Mr. Chas Reese 212-224-3002 or creese@amm.com
2. If the Contractor cancels a scheduled pick-up, the Contractor shall immediately notify the Supervisor and reschedule. The new pick-up must occur within 24 hours.
3. The Contractor shall be responsible for separating and stripping away all metal materials from other items by category and weighed separately. The separating and stripping task is to be performed at the Contractor's site and not on Authority property. There will be no compensation for this task.
4. For mixed loads, the Contractor will be responsible for separating the metals and weighing them separately. The separating and stripping task is to be performed at the Contractor's site and not on Authority property. There will be no compensation for this task.
5. The Contractor shall provide a written guide (upon request) indicating which types of metals and/or products cannot be placed in the scrap metal containers.
6. If the Contractor is awarded the contract(s) they are to provide the Authority with an account manager for the dispatching, pickup, deliveries of containers and all contractual issues and shall provide their name, phone number and email address.

## **WEIGHING REQUIREMENTS**

1. The Contractor shall provide proof of current registration with the State of New Jersey, Division of Consumer Affairs, Office of Weights and Measures per N.J.S.A. 51:1-54.2 et seq. for all scales utilized under this contract upon request.
2. The Contractor shall provide a copy of the latest and all subsequent reports documenting all testing, inspections and service reports from the scales manufacturer and the inspection and test report used by the New Jersey Office of Weights and Measures upon request.
3. During the term of the contract, The Authority may direct the Contractor to use a third party certified public scale for spot weighing loads. If a third party is required, a service report from the scales manufacturer and the inspection and test report used by the New Jersey Office of Weights and Measures will be required before it can be used for spot checking of loads. In addition, The Authority will periodically witness the weighing of loads at the Contractor's facility.
4. All weights shall be certified by the Contractor's Weighmaster. The Weighmaster must be licensed by the State of New Jersey, Division of Consumer Affairs, Office of Weights and Measures per N.J.A.C. 13:47E. The Contractor must forward a copy of their Weighmaster's current license with seal upon request.

## **AUTHORITY RESPONSIBILITIES**

1. The Authority shall contact the account manager for pick-up of containers or for the placement of additional containers and direct the placement at Authority facilities.
2. The Authority, will make every effort to segregate, specialty metals (aluminum, copper, stainless and brass) from light iron & steel, and strip non-metal components (example: fabric seats from metal framed chairs) before placing in the containers.
3. The Authority will make every effort that no hazardous/unauthorized materials are placed in the metal scrap containers.

## **REPORTING REQUIREMENTS FOR PAYMENT**

1. By the last business day of each month, the Contractor will provide the weigh slips, itemized summary of the metals recycled, and payment for the total amount of scrap generated for the previous month. **The payment summary shall include: 1) Date of pick-up, 2) Commodity type 3) Net weight 4) AMM index for each commodity for that date 5) Total dollar amount for each commodity 6) Grand total for the month. 7) Payment is to be made by check to “The New Jersey Turnpike Authority”.**

### **ALL PAPERWORK AND PAYMENT SHALL BE MAILED TO:**

The New Jersey Turnpike Authority  
Finance Department A/R  
PO Box # 5042  
Woodbridge NJ 07095

2. The Contractor shall complete a Container Dispatch Ticket for each pick-up. This ticket shall include the following information:
  - The Authority’s District location
  - Date of the pick-up
  - Type of pick-up (delivery, switch/ pick-up/return)
  - Container size
  - Type of material in container
  - Truck number
  - Container number
  - Signature of the driver and Authority representative

The Container Dispatch Ticket shall have a unique identification number assigned. One (1) copy of the completed ticket shall be left with the Authority at the time of the pick-up. The Contractor shall include a copy of the ticket with the monthly statement. **There must be strict compliance with this requirement at all times.**

3. At no time shall the Contractor pick-up, drop-off or switch containers without a Supervisor present to verify and sign the Container Dispatch Ticket.

## **TYPES OF METALS**

### **SCRAP RECYCLING DATA FOR THE PAST FISCAL YEAR.**

<b>Category</b>	<b>GSP North</b>	<b>GSP Central</b>	<b>GSP South</b>	<b>TPA North</b>	<b>TPA South</b>
Steel	42,507	31,592		457,564	87,680
Aluminum	15,075			5,151	2,089
Brass					
Lead/Lead Batteries					
Copper Wire					
Stainless					
Electronic Waste					
Cars/Trucks					

**1 GROSS TON = 2,240 LBS**

The Authority typically generates aluminum light poles, signs, steel plows, plow parts, steel car truck parts, steel office furniture and equipment, galvanized steel, guide rail, steel crushed drums, mixed metals from highway clean-ups and small amounts of copper.

It is typical from our Central Parkway location to generate scrap vehicles which are not operable, scrap electronic waste, and automotive batteries.

## **CONTRACTOR MOBILIZATION**

Upon Notification of Award, the Contractor must contact Eric Babek, Facilities Manager 732-750-5300 x 8615, to coordinate mobilization of equipment or containers and to establish a plan for routing of Contractor's vehicles in and out of applicable Authority Facilities.

## **CONTAINERS – PHYSICAL REQUIREMENTS**

Recycling containers provided by the Contractor must be, in excellent operable condition, freshly painted, aesthetically pleasing, and compliant with all applicable regulations. Container size will be determined at the time of request, 30-45 yard containers are to be provided if no prior request is made by the Supervisor. The Contractor shall be responsible for the maintenance of the containers and replacement of defective or damaged containers, at no additional cost to the Authority. The Contractor shall replace containers within 72 hours once notified by the Authority.

## **PRICING**

Bidders shall submit their percentage revenue in accordance with the Request for Bid (RFB) and must be inclusive of all charges and must be listed on the Request for Quotation sheets for each Area(s). The scrap metal quantities for the past fiscal year listed in **“TYPES OF METALS”** are **approximate** and provided for Bid Comparison only.

**THE AWARD WILL BE DETERMINED BY THE BIDDER WITH THE HIGHEST PERCENTAGE REVENUE.**

1. The price lines will be based upon the following “American Metals Market” indices:

- |                    |   |
|--------------------|---|
| 1. Steel/Iron Mix  | No 1. Heavy Melt Philadelphia                             |
| 2. Aluminum        | Mixed Clips, High Side Philadelphia                       |
| 3. Copper          | No. 2 Heavy Copper & Wire, High Side Philadelphia         |
| 4. Stainless Steel | 304 Solids, Clips, Dealer Buying Price High Side New York |
| 5. Lead Batteries  | Un-drained, Whole Old Batteries, High Side New York       |
| 6. Brass           | Yellow Brass Solids, High Side Philadelphia               |
| 7. Lead            | Heavy Soft lead, High Side Philadelphia                   |

## B. EXCEPTION FORM

**Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk.**

[illegible]

**Delivery Date Exception** \_\_\_\_\_

**Warranty Date Exception**\_\_\_\_\_

**Vendor's Name** \_\_\_\_\_

**Signature of Vendor Responsible Officer**\_\_\_\_\_

Date \_\_\_\_\_

## **SECTION IV**

### **A. NO RESPONSE BID SURVEY**

**BID REQUISITION NUMBER: RM-187691**

**PROPOSAL TITLE: REMOVAL OF SCRAP METAL AND ASSOCIATED ITEMS**

If you do not choose to respond to this Bid, please complete this form and email to [parmigiani@njta.com](mailto:parmigiani@njta.com)

Name of Company\_\_\_\_\_

Reason you did not respond (Check all that apply)

\_\_\_\_\_ Cannot supply product or service

\_\_\_\_\_ Cannot meet technical specifications

\_\_\_\_\_ Cannot meet delivery specifications

\_\_\_\_\_ Cannot meet legal requirements  
(i.e. Bid/performance/security/insurance, etc.)

\_\_\_\_\_ Cannot provide a competitive price at this time

\_\_\_\_\_ Interested in receiving specifications for informational purposes only

\_\_\_\_\_ Insufficient lead time to respond

\_\_\_\_\_ Other:(please be specific) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Do you wish to remain on our mailing list?

\_\_\_\_\_Yes

\_\_\_\_\_No

Additional comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signed :(optional)\_\_\_\_\_

Company:\_\_\_\_\_

## **B. DRAFT SERVICE AGREEMENT**

### **REMOVAL OF SCRAP METAL AND ASSOCIATED ITEMS** **RM-187691**

THIS AGREEMENT, dated \_\_\_\_\_, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 1 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 Removal of Scrape Metal and Associated items, in strict conformance with Specifications attached hereto and made a part hereof.

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

The Contractor agrees to defend, indemnify and save harmless the Authority, its 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 contractor or the Authority, resulting from any act or omission or willful misconduct of the contractor 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 contractor 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 contractor 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.

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

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Jennifer Kanski  
Assistant Secretary

[Corporate Seal]

BY \_\_\_\_\_  
James D. Carone  
Executive Director

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

[Corporate Seal]

BY \_\_\_\_\_  
Name  
Title





## **NEW JERSEY TURNPIKE AUTHORITY**

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

### **INSTRUCTIONS TO BIDDERS**

**PLEASE READ THE INSTRUCTIONS CAREFULLY**  
**BEFORE SUBMITTING YOUR BID**

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## **INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS STANDARD TERMS AND CONDITIONS**

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

### **I. DEFINITIONS**

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

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

### **II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS**

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

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

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

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

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

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

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

**D. 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](http://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](mailto: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](mailto: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**

<b>NAME</b> _____	<b>DATE OF BIRTH</b> _____
<b>ADDRESS 1</b> _____	
<b>ADDRESS 2</b> _____	
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____

<b>NAME</b> _____	<b>DATE OF BIRTH</b> _____
<b>ADDRESS 1</b> _____	
<b>ADDRESS 2</b> _____	
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____

<b>NAME</b> _____	<b>DATE OF BIRTH</b> _____
<b>ADDRESS 1</b> _____	
<b>ADDRESS 2</b> _____	
<b>CITY</b> _____	<b>STATE</b> _____ <b>ZIP</b> _____

**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](http://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 \_\_\_\_\_

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**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.

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(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]

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WITNESS OR ATTEST:

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---

Principal

[Corporate Seal]

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---

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](mailto: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](mailto: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: \_\_\_\_\_