# BID SOLICITATION NOTICE

**TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT http://www.state.nj.us/turnpike/purchasing.html OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW FOR RECORD KEEPING PURPOSES. WE REQUEST THAT THE BIDDER COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS / SERVICES YOU WILL RECEIVE.**

## THE NEW JERSEY TURNPIKE AUTHORITY

**PURCHASING DEPARTMENT**

P.O. Box 5042
Woodbridge, New Jersey 07095-5042
or
New Jersey Turnpike Administrative Offices
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300
Fax - 732-750-5399

**INVITATION TO BID**

TITLE: **EXTENDED CAB 4-WHEEL DRIVE PICK UP TRUCKS**

BID NO: **R-91499**

DUE DATE: **4-3-12**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

_____ _____
REPRESENTATIVE TO CONTACT-NAME & TITLE TELEPHONE NO.

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

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

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

_____BUSINESS CORPORATION_____PARTNERSHIP_____INDIVIDUAL

_____OTHER (SPECIFY):_____

**BIDDER GUIDELINES/CHECKLIST**

PURSUANT TO N.J.S.A. 27:23-6.1 AND N.J.A.C. 19:9-2.1 et seq. BID PROPOSALS WHICH FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. Bid proposals must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephone or Facsimile proposals will not be accepted. The accompanying self-addressed envelope should contain or be attached to the bid proposal.

2. The bid proposal must include all price information. Proposal 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 proposal prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.

4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the bidder.

5. The bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:

**6. See the Authority's Instructions to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as REQUIRED FORMS that must be included with the bid proposal or the bid will be rejected. (SEE ATTACHED)**

**Have you included the following documents?**

(a) State of New Jersey Division of Revenue Business Registration Certificate(s)
(b) Certification of Registration with the Secretary of State (only if a foreign (non-NJ) corporation)
(c) Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
(d) Public Works Contractor Registration Certificate(s) (if applicable)
(e) Affirmative Action Information Sheet with Certificate or Form AA302
(f) Signed Mandatory Equal Employment Opportunity Language
(g) SBE/WBE/MBE Certificates and Form
(h) Vendor Disclosure Form (EO129 - Location of Services)
(i) Notice of Set-Off for State Tax (P.L. 1999, c.159)
(j) Automobile Waiver
(k) Insurance Requirement

**7. This Request for Bids requires the following Mandatory Documents or the bid will be rejected:**

Bid Bond and/or Letter of Surety, Cashier's Check Requirement
Stockholder/Partnership Disclosure Statement

8. Bidder must sign the Bid

9. Contract Bond Requirement (If Awarded)

# REQUEST FOR BIDS
# THIS IS NOT AN ORDER

**DATE OF REQUEST:**

Sealed Bids R- will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using 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.

## INTENTION

It is the intention of the Authority to issue a Purchase Order for the procurement of **(24) TWENTY FOUR EXTENDED CAB 4-WHEEL DRIVE PICK UP TRUCKS AS PER SPECIFICATIONS.** Items purchased under this Agreement will be delivered as directed by the Authority. 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 Vendor's concurrence. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 X 8632.

## BID SHEET INSTRUCTIONS

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Purchasing in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Purchasing. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Purchasing as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date**.

Only written interpretations or corrections issued by the Director of Purchasing by Addendum shall be binding.

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 Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

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

**The Authority will accept Approved Equivalent items on this bid**. If a bidder is basing the proposal on items other than what is specified, and wishes the items he proposes to be considered as an "Approved Equivalent," the Bidder shall enter a price on the bid sheet then submit on the Exception Sheet in the exact format of the line item on the Request for Bids contained herein, the item number, an item description, including manufacturers name, model number, and packaging quantities of those Items which the Bidder proposes to substitute.

**Bidders must supply a price for every item listed. Bids not having a price in all listed items may be rejected. The bid will be awarded to the vendor who supplies the lowest total cost for ALL items as listed in the bid.**

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

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

**Award will be made to the lowest, responsible bidder for the total items bid.**

# REQUEST FOR BIDS

# MATERIAL AND SERVICE DESCRIPTION

| ITEM | QTY | UNIT OF MEAS | DESCRIPTION | UNIT PRICE | TOTAL DOLLAR AMOUNT |
|---|---|---|---|---|---|
| 1 | 24 | Each | EXTENDED CAB 4-WHEEL DRIVE PICK UP TRUCKS AS PER SPECIFICATIONS | $ | $ |

**ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING**

DELIVERY DATE _____, to sites as specified in the bid specifications.
Discount Terms Based On Net 30 Days Only.

**NEW JERSEY TURNPIKE AUTHORITY**

_____

**AUTHORIZED SIGNATURE**

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

# SIGNATURE PAGE

**ADDENDA / INQUIRIES:** COMPLETE (if applicable) BEFORE SUBMITTING BID:
Receipt of Addendum / Inquiries #_____dated_____is hereby acknowledged.
Receipt of Addendum / Inquiries #_____dated_____is hereby acknowledged.

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

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

**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 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.

**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.

**AUTHORIZED SIGNATURE:**_____

Print Name and Title:_____

Bidding Entity:_____

Address:_____

City, State, Zip:_____

Telephone #: _____ Fax:_____

Date: # _____

# NEW JERSEY TURNPIKE AUTHORITY

# NO RESPONSE BID SURVEY

## BID REQUISITION NUMBER: R-91499

## PROPOSAL TITLE: EXTENDED CAB 4-WHEEL DRIVE PICK UP TRUCKS

If you do not choose to respond to this Bid, please complete the form below:

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:_____

**ADDITIONAL YEARS PURCHASING OPTION FOR:**

**R-91499 ½ TONEXTENDED CAB 4-WHEEL DRIVE PICK UP TRUCKS**

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

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

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

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

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

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

# NEW JERSEY TURNPIKE AUTHORITY
## GENERAL INSTRUCTIONS-MAINTENANCE DEPARTMENT BIDS

This bid and attached specifications govern the purchase of:

| Quantity | Description | Maximum Delivery Date |
|---|---|---|
| 24 | ½ Ton Extended Cab, 4-Wheel Drive Pick-Up Truck with 8' Fleetside Body and Accessories | 150 Days After Receipt of Order |

SPECIFICATIONS: Specifications covering purchase of unit above are as follows:

ECC-2012: EXTENDED CAB CHASSIS
LB-SP-RS: LIGHTBAR, SWITCH PANEL, AND REAR STROBES
7PTC: 7-POLE TRAILER CONNECTOR
STRIPE PLATE/PICK-UP TRUCK

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

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

ERRORS AND OMISSIONS: Inadvertent omissions, errors, and required changes in the attached specifications must be brought to the attention of the New Jersey Turnpike Authority Director of Purchasing before bid submission date. If the bidder discovers any errors or omissions in the work undertaken and executed by them, they shall immediately notify Peter Perperas (Project Supervisor) at 732-442-8600 ext. 2868, who shall promptly verify the same. If, with knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this Agreement unless and until approved and accepted. It is the responsibility of the furnishing vendor to deliver a complete, operative and efficiently functioning unit.

DELIVERY INSTRUCTIONS: Vendor must contact the Authority to schedule date and time prior to delivery. Contact Peter Perperas (Project Supervisor) at 732-442-8600 ext.2868 when unit is ready for delivery to the Authority's facility. Any work that needs to be completed including all pre-delivery preparation shall be completed prior to delivery. **All units shall be delivered to the New Jersey Turnpike Authority's Garden State Parkway Division's Telegraph Hill Central Maintenance Facility located at Exit 116 in Holmdel, NJ 07733 on the Garden State Parkway.**

Vendor shall be responsible for all delivery, shipping and pick-up expenses. All units must be pre-delivery serviced, completely assembled, operational, cleaned, and include a minimum of a half tank of fuel in each vehicle.

The following administrative package must accompany all deliveries:

- Certificate of Origin for each vehicle (Certificate of Origin shall be stamped "Sales Tax Satisfied" and shall be made out to New Jersey Turnpike Authority, 581 Main St. Woodbridge, NJ 07095). C.O. shall have current date and be hand delivered to Peter Perperas after final acceptance of complete order.

- Vendors invoice processed for NJTA payment procedures. (Purchase order number must be displayed on invoice). Invoice shall have current date and be hand delivered to Peter Perperas after final acceptance of complete order.

- Warranty forms properly executed.

- Four (4) keys for each vehicle shall be furnished (each vehicle shall have an independent key code). Successful bidder must supply a key code listing for each vehicle identification number. **NO EXCEPTIONS**

- Four (4) keys, keyed alike for toolboxes or similar compartments on each vehicle shall be furnished. **NO EXCEPTIONS**

- State MVC (Motor Vehicle Commission) required inspection stickers shall be provided on each vehicle upon delivery.

- A 30 day temporary registration tag shall be applied to rear window of each vehicle.

LIQUIDATED DAMAGES: In the event the vendor fails to timely deliver all vehicles within one hundred-fifty (150) days from date of issuance of purchase order, the vendor shall pay the Authority liquidated damages in the amount of $92.40 per vehicle for each calendar day **(No Exceptions for Liquidated Damages)** beyond the maximum delivery date, as per Dataquest's Rental Rate Blue book for Construction Equipment.

WARRANTY: All units delivered must be guaranteed to be free from defects in materials, design and workmanship for three (3) years/36,000 miles-basic and five (5) years/60,000 miles-powertrain from the time of acceptance by the New Jersey Turnpike Authority. Warranty must include service availability from any manufacturer's authorized dealer establishment most closely located to Turnpike area. This repair facility may not be further than 100 miles from either Northern Division (milepost 104.7 southbound) Newark, NJ or Central Shops Facility (Exit 8) Hightstown, NJ or Southern Division (milepost 38.0 northbound) Mt. Laurel, NJ. If warranty service is required, the vendor who supplied the unit shall provide for pickup, delivery and repair of unit at no charge to the New Jersey Turnpike Authority. The vendor shall also have a program to include an in house warranty. **All warranty periods will start from date of acceptance of unit by the New Jersey Turnpike Authority. Successful bidder must supply written certification of all manufacturers' warranties upon delivery of units. NO EXCEPTIONS**

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

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

SERVICE PARTS IDENTIFICATION FORM: Vendor shall complete the entire Service Parts Identification Form, where applicable. Replacement parts shall be available to the general using trade, parts shall not be proprietarily manufacturer protected. **Failure to complete all forms may result in rejection of bid**.

MANUFACTURER'S PRODUCTION SHEET: The vendor shall furnish one (1) copy of the actual Factory Production Sheet for each unit provided.

LABELS: All controls and switches installed on unit by chassis manufacturer or sub-contractor shall be clearly and permanently labeled. Plastic stick-on labels shall **not** be acceptable.

ADVERTISEMENTS: No Dealer advertisements shall appear on the cab, chassis, body or any other related equipment.

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

FACILITY: Bidders shall represent a manufacturer, which has in operation, a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacture(s) whose associated equipment or products are bid shall have a full service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100 mile radius of the Central Maintenance Facility located in Holmdel, NJ 07733. This facility will be required to establish an in-house warranty program and provide all warranty work related to the equipment in the bid proposal. The bidder shall submit the location, names and telephone numbers of people who are authorized to service the equipment or can be reached for emergency service.

Location_____

Phone #_____

Contact_____
Name & Title

**SPECIFICATIONS: ECC-2012**
**EXTENDED CAB CHASSIS**

# BIDDER'S INSTRUCTIONS

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

| **GENERAL:** | **COMPLY YES** | **NO** |
|---|---|---|
| A. 2012 or new current model, 4-wheel drive, ½ ton extended cab pick-up truck with 8' fleetside body. | | |
| B. 7,000 lbs. minimum G.V.W.R. | | |
| C. 157.5" wheelbase. | | |
| D. 55.5" cab to axle. | | |
| **ENGINE:** | | |
| A. 5.3 liter fuel injected 8-cylinder gas engine. | | |
| B. 315 horsepower minimum. | | |
| C. 335 lb./ft. torque minimum. | | |
| **ELECTRICAL:** | | |
| A. 12-volt heavy-duty maintenance free battery, 730 CCA minimum. | | |
| B. Heavy-duty, 145-amp minimum alternator. | | |
| **STEERING:** | | |
| A. Power steering. | | |
| **TRANSMISSION:** | | |
| A. Automatic transmission. | | |
| B. Electronic tow/haul mode. | | |
| C. Synthetic transmission fluid shall be used and installed at factory. | | |
| **FRONT BUMPER:** | | |
| A. Manufacturers standard with recovery hooks. | | |
| B. Front license plate bracket. | | |
| **FRONT SUSPENSION:** | | |
| A. Independent torsion bar. | | |
| **FRONT AXLE:** | | |
| A. 3,950 lbs. minimum capacity. | | |

| | | |
|---|---|---|
| **FRONT SHOCKS:** | | |
| A. Heavy-duty type. | | |
| **REAR BUMPER:** | | |
| A. Step type reinforced. | | |
| **REAR SUSPENSION:** | | |
| A. Multi-leaf type springs. 3,950 lbs. minimum capacity | | |
| **REAR AXLE:** | | |
| A. 3.42 ratio. | | |
| B. 3,950 lbs. minimum capacity. | | |
| C. Heavy-duty automatic locking rear differential. | | |
| **BRAKES:** | | |
| A. 4-wheel anti-lock. | | |
| B. Manufacturers standard parking brake. | | |
| **TIRES/WHEELS:** | | |
| A. All season steel belted tubeless black wall radial. | | |
| B. P265/70R17 front and rear tires. | | |
| C. Wheels shall be 17" x 7.5" steel wheels. | | |
| D. One (1) mounted spare tire on rim full size, same as mounted on vehicle. | | |
| E. In the event the vehicle is designed with a “Tire Pressure Monitoring System”, the spare tire shall come equipped with the system. | | |
| **CAB:** | | |
| A. 4-door extended cab. | | |
| B. Tinted glass all around. | | |
| C. Instruments/interior/reading and dome lights shall be included. | | |
| D. Gauges:<br>• Tachometer<br>• Engine temperature<br>• Mileage & speed | | |
| E. Fuel tank capacity: 34-gallons minimum. | | |
| F. Horn: Dual electric. | | |
| G. Two (2) dash-mounted power outlets. | | |
| H. Windshield wipers: Intermittent. | | |
| I. Windshield washers: Wet arm pulse. | | |
| J. Sun visors: Right/left side. | | |
| K. Arm rests: Padded right hand/left hand. | | |
| L. Seatbelts: Provide all positions. | | |
| M. Seats: Vinyl, 40/20/40 split bench, seating for 3-passengers. | | |
| N. Air bags: Provide for driver and passenger. | | |
| O. Fresh air heater/defroster/all weather air conditioning. | | |
| P. AM/FM stereo radio and antenna. | | |
| Q. Daytime running lamps with automatic exterior lamp control. | | |
| R. Mirrors: Black foldaway adjustable mirror heads including convex mirrors. | | |
| S. Safety reflector kit in cab. | | |

| | | |
|---|---|---|
| T. 2½ lb. dry chemical “UL” listed fire extinguisher for ABC class fires. | | |
| U. All lighting and accessories shall turn off with ignition key “off” except for D.O.T. requirements. | | |
| **LIGHTS AND REFLECTORS:** | | |
| A. Shall comply with New Jersey State D.O.T. Regulations. | | |
| B. Use LED where applicable. | | |
| **MULTI-HITCH:** | | |
| A. Class III receiver, black powder coated finish, round tube construction shall be installed without drilling holes in the chassis frame. | | |
| B. Pintle hook receiver mount, black powder coated finish, solid shank, 11⅜" length, 8 mounting holes. | | |
| C. 15-ton standard pintle hook, black powder coated finish, mounted to pintle hook receiver mount and shall include safety pin and retention chain. | | |
| **TRAILER SOCKET:** | | |
| A. 7-(round) pin trailer die-cast socket wired per SAE Code: J560B (Cole Hersee part # 12063 female or an approved equivalent). | | |
| B. See Specifications: 7PTC. | | |
| C. Mount to the underside of bumper with mounting bracket. | | |
| D. Die-cast socket shall include a back-sided protective boot. | | |
| **REAR STRIPING TREATMENT:** | | |
| A. See Specifications: Stripe Plate/Pick-Up Truck. | | |
| **PAINT:** | | |
| A. Twenty-two (22) vehicles shall be painted with DuPont Dulux Omaha Orange Enamel # 93-082 or approved equivalent. Paint shall be applied in a two-step process with the orange base coat and additional polyurethane overcoat. | | |
| B. Two (2) vehicles shall be painted manufacturers standard white. | | |
| **MANUALS:** | | |
| A. One (1) of each of the following manuals shall be supplied with each vehicle at time of delivery: Operating, Maintenance, Repair, and Parts. | | |
| **DIAGNOSTIC EQUIPMENT:** | | |
| A. Three (3) sets of diagnostic equipment (Global A Compliant) and 2-year diagnostic subscription (GDS and TIS2WEB) or approved equivalent, software, and cables shall be provided with total order of vehicles. | | |
| **LIGHTBAR:** | | |
| A. See Specifications: LB-SP-RS. | | |
| **SPRAY-ON BED LINER:** | | |
| A. Install a Line-X Model XS100 or approved equivalent spray-on bed liner. | | |
| B. Bed liner shall be black in color. | | |

| | | |
|---|---|---|
| C. Spray-on bed liner shall be applied per the manufacturer's specifications to complete interior of truck bed area including tailgate and top rails. | | |
| **SAFETY RACK:** | | |
| A. Install a black "Back Rack" Model or approved equivalent safety rack with full screen protection (to protect rear window). | | |
| B. Safety rack shall be mounted after spray-on bed liner has been applied to truck. | | |
| **TOOLBOX:** | | |
| A. Toolbox shall be a Nevr-Rust Tool-Tainer II-L Model or approved equivalent. | | |
| B. Toolbox shall be new and of the latest design and be incurrent production at the time of submission of bid. | | |
| C. All standard and optional equipment shall be Original Equipment Manufacturer (OEM) items, when available. | | |
| D. Width to fit saddle installation on truck body flanges right and left side. | | |
| E. Front to back of toolbox shall be a minimum of 26". | | |
| F. Bottom to top of toolbox shall be 26". | | |
| G. Toolbox shall be molded from durable, high-impact, high density polyethylene. | | |
| H. The toolbox shall have tongue and groove lids. | | |
| I. Both lids shall open front to back. | | |
| J. Both lids shall have "T" handles that lock with a key. | | |
| K. Four (4) keys shall be supplied with each toolbox ordered. | | |
| L. The toolbox shall have stationary and adjustable internal storage trays. | | |
| M. The toolbox shall be mounted rigidly directly behind cab onto truck body (spray-on bed liner shall be applied prior to mounting toolbox). | | |
| N. Toolbox shall be black in color. | | |
| **REMOTE CONTROL SEARCHLIGHT:** | | |
| A. Golight Model 2020 or approved equivalent searchlight including remote control. | | |
| B. Vendor **must** contact the NJTA Inspector prior to mounting searchlight and dash-mounted remote control. **NO EXCEPTIONS** | | |
| C. Vendor shall be responsible to install searchlight and dash-mounted remote control per manufacturer's specifications. | | |
| D. The permanent mount searchlight shall have dash-mounted remote control for each vehicle. | | |
| E. Searchlight shall be constructed of a non-corrosive, high-impact resistant and water resistant material. | | |
| F. The searchlight shall have a 370° rotation by 120° tilt with 400,000 candle power @ 65 watts @ 5.5 amps. | | |
| G. Three (3) year warranty. | | |

**SPECIFICATIONS: LB-SP-RS**
**LIGHTBAR, SWITCH PANEL AND REAR STROBES**

## BIDDER'S INSTRUCTIONS

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

| **LIGHTBAR:** | **COMPLY YES** | **NO** |
|---|---|---|
| A. The lightbar shall be a Whelen Engineering Delta Model D12HA50NJTA or approved equivalent. | | |
| B. Furnish and install a two-level, aerodynamically designed all-light vehicular lightbar and mounting hardware for all trucks specified in this bid package. | | |
| C. The lightbar shall consist of primary warning in the upper section and secondary warning in the lower section. | | |
| D. The lightbar shall be certified as meeting SAE J845 Class I warning light specifications. | | |
| E. Dimensions:<br>• Length.....49¾"<br>• Width.....16¾"<br>• Height.....5½"<br>• Weight.....48 lbs | | |
| **PRIMARY WARNING (UPPER LEVEL):** | | |
| A. Two (2) outboard independent motor driven rotating light assemblies. Each rotating reflector shall produce 175 minimum flashes per minute. The candlepower of each rotating light shall be 72,000 cp. | | |
| B. Two (2) inboard independent motor driven rotating light assemblies shall feature a double ball bearing design for quiet, long life and superior performance. Each shall produce a 175 minimum flashes per minute. The<br>candlepower of each rotating light shall be 72,000 cp. | | |
| C. Two (2) diamond mirrors located between each of the two (2) rotators shall increase the flash rate to 700 minimum flashes per minute to the front and rear of the lightbar. | | |

| | | |
|---|---|---|
| D. One (1) independent center motor driven rotating light assembly producing 175 minimum flashes per minute shall be the same quality design as the outboard rotator listed above. The candlepower output shall be 72,000 cp. | | |
| E. Two (2) diagonal mirrors shall be mounted across from the center rotating light assembly. | | |
| F. All primary warning light assemblies shall use 55 watt HI halogen lamps. | | |
| G. The lightbar shall provide a true 360° unobstructed warning signal. | | |
| H. The primary warning lights shall not be obstructed in any way by the takedown, flashing, alley or any other secondary lights. | | |
| I. Secondary light shall remain an integral part of the lightbar. | | |
| **SECONDARY WARNING (LOWER LEVEL):** | | |
| A. Two (2) front and four (4) rear flashing AMBER GEN 3.5 Super-LED assemblies. Each assembly shall consist of six (6) {3 over 3 staggered design} Gen 3.5 Super-LED's and clear TIR and outer lenses. The flashing lights shall produce a signal alert alternating flash pattern using an electronically controlled flasher. | | |
| B. Two (2) forward facing take-down (steady burning clear) lights using 35 watt halogen lamps. | | |
| C. Two (2) internal alley lights located on each end of the lightbar using 35 watt halogen lamps. | | |
| **DOME CONFIGURATIONS:** | | |
| A. An amber colored single piece polycarbonate primary dome shall be provided for each side and center section of the lightbar with each piece separated by a divider. | | |
| B. The primary dome shall be textured inside the top of each dome to improve daylight warning. | | |
| C. This textured screen shall be an integral part of the primary dome. | | |
| **MOUNTING BRACKETS:** | | |
| A. A hook-on mounting bracket with stainless steel hardware shall be included (permanent mount is also acceptable but must be specified by the vendor in the bid package). | | |
| B. In the event a safety rack is installed behind the cab (and safety rack extends 3½" higher than cab roof), the bottom of the lightbar must be at least 1" higher than the safety rack to create an unobstructed view of the lightbar from the rear of the vehicle. This rise is to be achieved using a Whelen model # RMK8H light bar mount or approved equivalent. | | |
| **ELECTRICAL:** | | |
| A. The power requirements shall not exceed the following:<br>• Primary Lights 5 amps per assembly<br>• Alternating Flashing Lights .5 amps per assembly<br>• Alley Lights/Take-Down Lights 3.9 amps each | | |

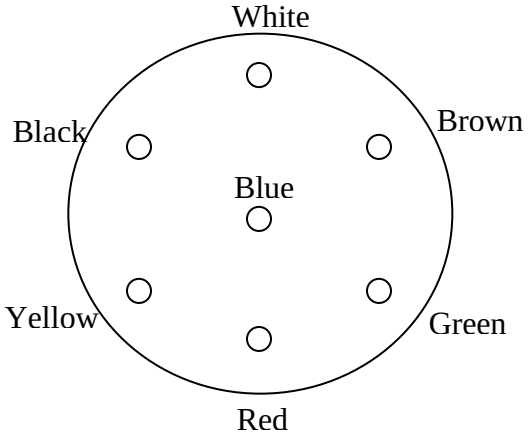
| | | |
|---|---|---|
| **SWITCH CONTROL PANEL:** | | |
| A. The switch control panel shall be a Whelen Model PCCHD2 or an approved equivalent. | | |
| B. Switch control panel shall be designed to accommodate six (6) circuit breaker rocker switches with legend inserts above each switch for various lightbar devices and back lighting. | | |
| C. The panel dimensions shall be approximately 2⅜" high x 6" wide x 5⅜" deep. | | |
| D. The switch assembly shall be supplied with seventy-two (72) legend tabs to choose from (switches shall be rated at a minimum of 25 amps @ 12 V.D.C.).<br>Switch Designation/Function:<br>• Switch one..... Rotating Lights<br>• Switch two..... Front/Rear Light Bar Flashing LED's<br>• Switch three.....Rear Strobes and Under Bumper LED<br>• Switch four.....Take-Down Lights<br>• Switch five.....Left Alley Light<br>• Switch six.....Right Alley Light | | |
| E. A 40 amp circuit breaker switch shall protect the rotating light circuit (switch one). The remaining circuits (switches two thru six) shall be a minimum of 25 amp circuit/breaker type switches. | | |
| F. The switch module shall be designed to be installed on a vehicle mounting surface. The switch module shall be located so the vehicle and controls can be operated safely under all driving conditions. | | |
| **WIRING:** | | |
| A. Use 14 and 16 AWG wire and connect leads to the applicable lightbar component. | | |
| B. Use 8 AWG wire and connect the ground lead to a reliable vehicle ground. One (1) master ground wire shall be used. All switching shall be done via 14 and 16 AWG wires. | | |
| C. Use 18 AWG wire and connect the back lighting circuit to the lead vehicle instrument light circuit. | | |
| D. The power for the switch module panel shall be obtained from a vehicle power distribution center or by an 80 amp master circuit breaker. The center or master circuit breaker shall be provided and installed by vendor. All circuits shall be protected by fuses or circuit breakers. Install the power distribution center or master circuit breaker as close to the battery (ies) as possible. Use 8 AWG wire and connect the power lead to the master circuit breaker or power distribution center. | | |
| E. Provide a wiring diagram for both lightbar and switch panel showing all components with part numbers. | | |
| F. Holes drilled through the firewall and roof for wiring and mounting brackets shall have a grommet or similar device placed in the hole to protect the wires and brackets against damage and water leakage. | | |
| G. Seal outer cab roof hole (s) with silicone sealant to prevent water leakage. | | |

| | | |
|---|---|---|
| **REAR STROBES:** | | |
| A. The rear strobe type light shall be a Whelen Model VTX609A Vertex Super LED Light or approved equivalent. | | |
| B. Furnish and install 2 self-contained hemispheric LED strobe type light head assemblies into the reverse (back-up light) section of rear taillight assemblies, including all mounting hardware and accessories for all vehicles listed in bid package. **(Exact placement shall to be determined by the Authority prior to installation, solder/seal connections only).** | | |
| **UNDER BUMPER LED:** | | |
| A. The under bumper LED light shall be a Whelen Model RSA03ZCR Super LED light or an approved equivalent. | | |
| B. Furnish and install two (2) TIR3 Super LED light head assemblies under the rear bumper using an aluminum bezel and an L-type mounting bracket for each light head for all vehicles listed in this bid package. **(Exact placement shall be determined by the Authority prior to installation, solder/seal connections only).** | | |
| **WARRANTY:** | | |
| A. The warranty period shall be five (5) years parts and factory labor on the rotating light assemblies, five (5) years parts and factory labor on LED assemblies from date of acceptance by the NJTA. | | |

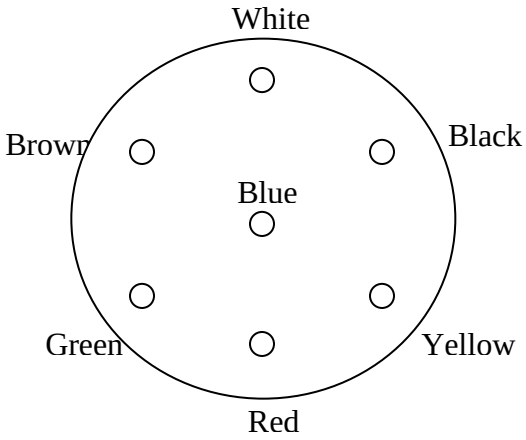
**SPECIFICATIONS: 7PTC**
**7-POLE TRAILER CONNECTORS ON TRUCKS AND TRAILERS**

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

SOCKET MARKINGS




PLUG MARKINGS



## SPECIFICATIONS: STRIPE PLATE/PICK-UP TRUCK

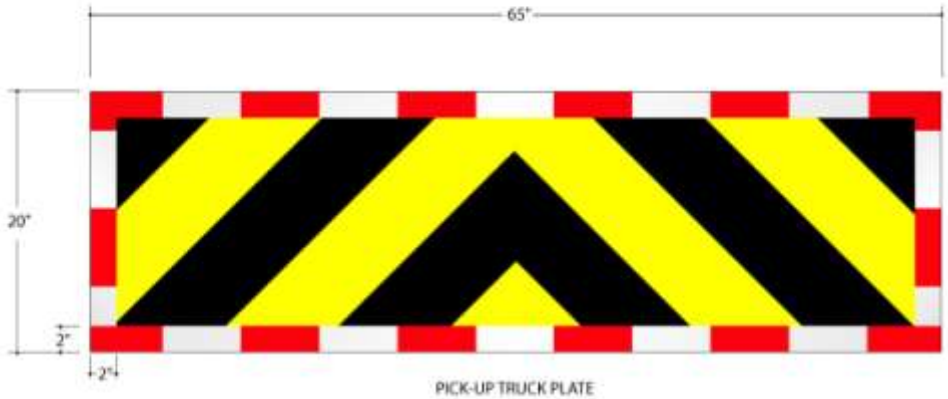
1. All stripes will be six (6) inches wide, forty-five (45) degrees from vertical.

    a. The yellow stripes shall be Diamond Grade Fluorescent VIP Reflective Sheeting-3981, pressure sensitive or approved equivalent.
    b. The black stripes shall be Scotchcal 3650-12, pressure sensitive or approved equivalent.

2. There shall be a Diamond Grade Conspicuity Marking 981-326, Red 6", White 6" both 2" high, surrounding the top, bottom, and both sides of the stripes, pressure sensitive or approved equivalent.

3. A striping plate of 1/16" aluminum shall be used (unless otherwise specified) that shall be striped and riveted to tailgate. (Dimensions below are approximate).

4. The entire rear of the truck body/tailgate shall be fully covered without covering any lights or accessories. Exact size of stripe plate shall be determined by contacting the NJTA Inspector prior to fabricating and mounting.
5. All materials shall be manufactured by and applied as approved by the manufacturer.




PICK-UP TRUCK PLATE
SCALE: 1.5" = 1'

## SERVICE PARTS IDENTIFICATION FORM

| Preventative Maintenance Items: | | | |
|---|---|---|---|
| Private label part number identification shall not be acceptable. A common automotive industry recognizable identification capable of cross referencing with manufactures such as Fram, Hastings, Puralator, Wix, etc. shall only be accepted. | | | |
| | **Required Amount** | **OEM Part #** | **After Market Part #** |
| **Engine Group:** | | | |
| Primary Oil Filter | | | |
| Secondary Oil Filter | | | |
| Air Filter | | | |
| Other | | | |
| Primary Fuel Filter | | | |
| Secondary Fuel Filter | | | |
| Water/Fuel Separator | | | |
| Coolant Filter | | | |
| Other | | | |
| **Ignition Group:** | | | |
| Spark Plug | | | |
| Spark Plug Wires | | | |
| Other | | | |
| Other | | | |
| **Emissions Group:** | | | |
| PCV Valve | | | |
| Other | | | |
| **Drive Train Group:** | | | |
| Transmission Primary Filter | | | |
| Transmission Secondary Filter | | | |
| Axle Housing Breather | | | |
| Other | | | |
| **Brake Group:** | | | |
| Compressor Intake Filter | | | |
| Air Dryer Desiccant | | | |
| **Power Take Off Group:** | | | |
| Hydraulic Filter | | | |
| Breather Filter | | | |
| Other | | | |
| **Miscellaneous:** | | | |
| Left Windshield Wiper | | | |
| Right Windshield Wiper | | | |
| Rear Windshield Wiper | | | |
| Cab Ventilation Filter | | | |

***FAILURE TO COMPLETE ALL AREAS MAY RESULT IN REJECTION OF BID***

**UNIT INFORMATION FORM**
**(Must be submitted by vendor with bid documents)**

## I. TRUCK:

YEAR:_____ MAKE:_____ MODEL:_____

ENGINE MAKE:_____

MODEL:_____CID:_____HP:_____@_____RPM

ALTERNATOR MAKE: _____MODEL:_____

AMPS:_____

BATTERY VOLTS/AMPS:_____

C.C.A. @ O° F:_____

FUEL TANK CAPACITY: _____GALLONS

SERVICING AGENCY: _____

ADDRESS:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

## II. DIAGNOSTIC EQUIPMENT & SUBSCRIPTION:

**A**. NAME OF DIAGNOSTIC EQUIPMENT:_____

DESCRIPTION OF DIAGNOSTIC EQUIPMENT:_____

_____

**B**. NAME OF DIAGNOSTIC SUBSCRIPTION:_____

_____

**III. LIGHTBAR:**

DESCRIPTION: _____

YEAR:_____MAKE:_____MODEL: _____

SERVICING AGENCY:_____

ADDRESS:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

**IV. SPRAY-ON BED LINER:**

YEAR:_____MAKE:_____MODEL: _____

INSTALLER:_____

ADDRESS:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

**V. SAFETY RACK:**

YEAR:_____MAKE:_____MODEL: _____

SERVICING AGENCY: _____

ADDRESS: _____

TELEPHONE #:_____

CONTACT: _____
Name & Title

**VI. TOOLBOX**:

YEAR:_____MAKE:_____MODEL: _____

SERVICING AGENCY:_____

ADDRESS:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

**VII. REMOTE CONTROL SEARCHLIGHT:**

YEAR:_____MAKE:_____MODEL: _____

SERVICING AGENCY:_____

ADDRESS:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

**<u>Exception Form</u>: 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.**

**Delivery Date Exception_____**
**Warranty Date Exception_____**
**Vendor'sName_____**
**Signature of Vendor Responsible Officer_____**
**Date_____**

# NEW JERSEY TURNPIKE AUTHORITY

P.O. Box 5042
Woodbridge, New Jersey 07095
or
581 Main Street
Woodbridge, New Jersey 07095

Tel. – 732-750-5300
Fax – 732-750-5399

## INSTRUCTIONS TO BIDDERS - 2011

**THIS DOCUMENT HAS BEEN RECENTLY REVISED**

**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 Purchasing 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.

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

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

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

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

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

**F. PUBLIC WORKS CONTRACTOR REGISTRATION ACT**-The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for "public work," as defined in N.J.S.A. 34:11-56.26, 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 shall submit with their bid a valid copy of their Public Works Contractor Registration Certificate and valid copies of the registration certificates for all subcontractors listed in the bid. If an expired Certificate is included with the bid, a copy of a renewal application submitted and filed with the Department of Labor and Workforce Development must be included with the bid submission. The certificate(s), or certified facsimile(s) of the certificate, shall be maintained at the worksite and shall be made readily available for inspection at any time.

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. 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 Minority and Women Business Development ("Division") in the Department of the Treasury in N.J.A.C. 12A:10A-1 et seq. have the opportunity to compete for and participate in the performance of contracts and subcontracts for construction and for the purchase of goods and services. The Authority further requires that its contractors / vendors agree to take all necessary and responsible steps, in accordance with N.J.A.C. 52:32-17 et seq. and N.J.A.C. 17:14-1.1 to ensure that 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.

**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. Executive Order 129 (McGreevey) requires all bidders to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Bidders must include with their bid a completed Vendor Disclosure Form, attached hereto as Exhibit G.

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

**L. MSDS REQUIREMENTS**-Any vendor, supplier, 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, supplier 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) regulations, 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

**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 SURETY-**Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to insure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.

**C. CONTRACT BOND-**The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.

**D. 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 (together with declaration pages if requested by the Authority) 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 combined single limit | $2,000,000.00 |
| • Personal injury each occurrence | $2,000,000.00 |
| • General Aggregate | $2,000,000.00 |
| • Products 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 at least as broad as the standard basic unamended and unendorsed Commercial General Liability Policy. 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 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. **Certificate and Endorsement Requirements**
   Each of the above required policies shall contain the endorsements as stated below:

   (a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.

   (b) All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.

   (c) 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 RFQ/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 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 seven (7) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to seven (7) 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.

**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 P.L. 1999, c. 440, 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 the instructions set forth herein may be considered grounds for rejection of the bid. The Authority further reserves the right to reject any or all bids as it may, in its sole discretion, determine to be in its best interest, or for any other reason allowed by law.

**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 act 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, 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 bidder and have none of the above, please contact the Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (Form AA302). This completed form must be forwarded to the State Treasurer, Division of Public Contracts, Equal Opportunity Compliance Office, with the AUTHORITY's Copy (Pink) returned to the Turnpike Authority Purchasing 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**

**STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT**

The undersigned Bidder, _____, a Corporation/Partnership (circle one) organized under the laws of _____, does hereby state and declare, in compliance with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, that the following stockholders or partners, as the case may be, own 10 percent or greater interest therein. (If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.)

| Name | Address | Number of Shares of Stock in Corporation or % of Interest in Partnership |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

I certify that to the best of my knowledge the list of stockholders above is current and correct.

**AUTHORIZED SIGNATURE:**_____

Print Name and Title:_____

Witnessed by _____ Date _____

## EXHIBIT D

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

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

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

**DEFINITIONS**

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

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

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

contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

## PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

## CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

**EXHIBIT E**

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

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

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

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

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

**AUTHORIZED SIGNATURE:**_____

Print Name and Title:_____

Bidder :_____

Date:_____

**EXHIBIT F**

**SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE**

If your firm is registered with the State of New Jersey as a Small Business Enterprise (SBE) and/or certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE), 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 _____

COMPANY_____

SIGNATURE _____

NAME_____

TITLE _____

DATE_____

**EXHIBIT G**

**VENDOR DISCLOSURE FORM**
**EXECUTIVE ORDER # 129**

Please be advised that in accordance with Executive Order #129 (2004), 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 H**

## NOTICE TO ALL BIDDERS
## SET-OFF FOR STATE TAX

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY_____

SIGNATURE _____

NAME_____

TITLE _____

DATE_____

**EXHIBIT I**

# ***LETTER OF SURETY***

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

_____as PRINCIPAL: and

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

Signed, this_____day of_____A.D.

Two Thousand and_____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

**EXHIBIT J**

# PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this_____day of_____A.D.

Two Thousand and_____.

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

NOW, THEREFORE,

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

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

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

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

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

_____

[Corporate Seal]

_____

WITNESS OR ATTEST

_____

_____

_____

Principal

_____

[Corporate Seal]

_____

WITNESS OR ATTEST:

_____

_____

_____

Surety

**EXHIBIT K**

**CONTRACT NO. _____**

# 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 _____, 200____, 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. 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. 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 200_____.

_____

_____

WITNESS OR ATTEST: _____

_____ _____

PRINCIPAL

[CORPORATE SEAL]

_____

_____

WITNESS OR ATTEST: _____

_____ _____

SURETY

[CORPORATE SEAL]