



# **NEW JERSEY TURNPIKE AUTHORITY**

**PREQUALIFICATION OF CONTRACTORS**

**FOR**

**ROUTINE TOWING SERVICES ON VARIOUS AREAS OF THE  
NEW JERSEY TURNPIKE**

**AND/OR**

**ROUTINE TOWING SERVICES AND EMERGENCY SERVICES  
ON VARIOUS AREAS OF THE GARDEN STATE PARKWAY**

April 2016



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**The foregoing documents MUST NOT be stapled or otherwise permanently bound when submitting.**

**PREQUALIFICATION APPLICANT INFORMATION**

**\*ZONE FOR WHICH APPLICANT IS SUBMITTING THIS PREQUALIFICATION APPLICATION:**

**TURNPIKE:** \_\_\_\_\_

**PARKWAY:** \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_  
(Print Name of Applicant)

\_\_\_\_\_  
(Print Name/Title of Person Completing Application)

Address: \_\_\_\_\_  
(Street Address of Garage Facility for which this Application is being submitted)

City, State and Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
(If different than address listed above)

City, State and Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Check One: Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_

If Corporation, answer the following:

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice-President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

If a Partnership, answer the following:

Date of Organization: \_\_\_\_\_ State of Organization: \_\_\_\_\_

Name and Address of Partners: (Attach additional sheets, if required. Identify the page and section on the attachment.)

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

\* Prequalified contractors will be bidding to perform routine towing services on the Turnpike within designated "service provider locations" and to perform routine towing and emergency services on the Parkway from designated "zones" (collectively, "Zones"). **Applicants who seek prequalification for more than one Zone must submit a separate prequalification application for each Zone.**

**PREQUALIFICATION APPLICATION CHECKLIST**

Applicant must respond fully to the requirements stated in this Prequalification Application. The following serves as a checklist of the information required in order to consider the submission complete. A check box is next to each item to be completed and submitted by Applicant with each Application.

**Prequalification Applicant Information**

**Section I - Prequalification Instructions**

**Section II - Routine Towing Requirements**

**Section III – Towing Prequalification Criteria**

- A. Experience of Applicants/Personnel for Services
- B. Location of Garage Facility
- C. Equipment for Routine Towing Services
- D. Garage Facility
- E. Evidence of Financial Capacity
- F. Client References
- G. Garage and Equipment Inspections
- H. Criminal Background Checks

**Section IV – Insurance and Indemnification**

**Section V – Additional Requirements**

**Section VI – Forms and Appendices**

- Exhibit 1: Acknowledgment of Receipt of Addenda
- Exhibit 2: Affirmative Action Information Form
- Exhibit 3: Mandatory Equal Employment Opportunity Language
- Exhibit 4: Affidavit of Moral Integrity
- Exhibit 5: Ownership Disclosure Form
- Exhibit 6: Vendor Disclosure Form
- Exhibit 7: Disclosure of Investment Activities in Iran
- Exhibit 8: Notice of Set-Off for State Tax (P.L. 1999, c 159)
- Exhibit 9: Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
- Exhibit 10: Affidavit of Non-Collusion
- Exhibit 11: NJ Division of Revenue Business Registration
- Exhibit 12: SBE/MBE/WBE Form

Applicant must submit one (1) original and four (4) copies of the response to this Prequalification Application. Applicant herein states that the information that is provided in response to this Prequalification Application is true and accurate.

SUBMITTED BY:  
NAME \_\_\_\_\_  
Applicant  
TITLE \_\_\_\_\_

SWORN AND SUBSCRIBED TO  
BEFORE ME THIS \_\_\_\_\_ DAY  
of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Notary Public of New Jersey

## INTRODUCTION

This is a Prequalification Application issued by the New Jersey Turnpike Authority (hereinafter, "Authority") to prequalify Contractors to bid on Routine Towing Services for various areas on the New Jersey Turnpike ("Turnpike") and on Routine Towing Services and Emergency Services<sup>1</sup> for various areas on the Garden State Parkway ("Parkway") (collectively, the Turnpike and Parkway are referred to herein as the "Roadways")(See "Appendix A" and "Appendix B"). Specifically, in order to submit a bid for Routine Towing Services and/or for Routine Towing Services and Emergency Services (collectively, "Services") as and when such bids are solicited by the Authority, interested Contractors must first be prequalified pursuant to this prequalification process. Contractors who are seeking to be prequalified are referred to herein as "Applicants" or "Contractors."

The Authority intends to solicit bids from prequalified Contractors to perform Routine Towing Services on the Turnpike within designated "service provider locations" (See Appendix A for description) and to perform Routine Towing Services and Emergency Services on the Parkway within designated "zones" (See Appendix B for description) (collectively, "service provider locations" and "zones" are referred to herein as "Zones"). **The Authority is only seeking to prequalify Contractors who meet the prequalification requirements for the Zones listed in Appendix A and B.**

Upon successful completion of the bidding process, the number of contracts to be awarded per Zone is specified for the Turnpike as set forth in Appendix A, and for the Parkway as set forth in Appendix B. This is a suggested maximum number only. The Authority reserves the right to change the number of contracts to be awarded as necessary in the exercise of its sole discretion. The successful bidders ("Contractors") for each Zone will be called upon to provide Services on a rotational basis. The contracts will commence on or about the date of award, and shall be for a term not to exceed four (4) years. A draft of the Contract is set forth at Appendix J, the terms of which are incorporated herein. The failure of a Contractor to comply with all of the terms and conditions of the Contract may result in the suspension or termination of the Contract.

To offset administrative costs, the Authority has set an annual fee per Zone ("Zone Fee") that must be remitted to the Authority by the Contractors awarded the routine towing contract(s) for each Zone. **The Authority will no longer collect a percentage of Contractors' Gross Receipts for routine towing services,** and no other fees shall be paid to the Authority by Contractors during the term of the contract, with the exception of any applicable tolls or toll violation fees, as set forth herein.

The rates charged by Contractors for the Services shall not exceed the rates set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2. A copy of the applicable regulations is attached hereto as Appendix C.

Carefully read all sections of this Prequalification Application and respond where applicable. Return the completed Application with all attachments to Andrea Ward, Director of Procurement and Materials Management Department, New Jersey Turnpike Authority, 581 Main Street,

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

Woodbridge, New Jersey 07095 by 4:00 PM on JUNE 30, 2016. Incomplete applications will not be considered.

**Applicants may request to be prequalified for more than one Zone. In order to do so, Applicants must complete and submit a separate Prequalification Application for each Zone.**

**Applicants that own more than one garage facility may seek the prequalification of more than one garage facility. Applicants must complete and submit a separate Prequalification Application for each garage facility.**

**The Authority limits the contracts to be awarded to each garage facility to one Zone per Roadway. Therefore, for each qualified garage facility, a successful bidder will be awarded no more than one contract on the Turnpike and one contract on the Parkway. If an Applicant was awarded a contract by the Authority in 2105 to provide Services from a specific garage facility, such Applicant shall be ineligible to be prequalified to receive an award to provide additional Services from such specified garage facility on the same Roadway.**

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

**If an Application has two or more separate garage facilities in one Zone and two or more of the garage facilities are prequalified in that Zone, the Applicant shall be awarded only one contract in the Zone if the Authority determines, in the exercise of its discretion, that this would be in the best interest of the operation of the Roadway.**

## SECTION I

### **PREQUALIFICATION INSTRUCTIONS**

1. The purpose of this document is **only** to prequalify Contractors who wish to submit a bid for Services on the Roadways and shall not entitle any Contractor to a contract to perform the Services. The Authority reserves the right to cancel or abandon this prequalification process if it determines that it would be in its best interest to do so.
2. All Contractors interested in submitting bids to perform the Services shall submit a completed Prequalification Application, including all documents required herein. The Authority shall review the responses to the Prequalification Applications, and shall conduct the necessary inspections and interviews as required in the sole discretion of the Authority. The Authority reserves the right to request such additional information from Contractors as may be deemed necessary. Once the Authority has completed its review of the responses and has completed the inspections, the Authority will notify each Applicant as to whether it has been prequalified and is eligible to participate in the bid process.
3. The Authority reserves the right to deny the Prequalification Application of any or all Contractors if, in the Authority's sole opinion, the Contractor(s) has failed to demonstrate the financial or operational capacity to perform the Services. The Authority also reserves the right to deny prequalification to any or all Contractors if they fail to meet any of the requirements set forth herein.
4. Any prequalification Applicant who is denied prequalification status, or any prequalified Contractor who is disqualified for any reason, shall be entitled to protest to the Authority in accordance with the procedures set forth in N.J.A.C. 19:9-2.12. A copy of that Regulation is attached hereto as Appendix F.
5. The Authority will solicit bids for Services only after the Authority has finalized its review of all Prequalification Applications received, has made a decision regarding each application, and has notified all Applicants of the decision regarding the status of their application.
6. **A PRE-BID CONFERENCE WILL BE HELD PRIOR TO THE SUBMISSION OF THE PREQUALIFICATION APPLICATION. ATTENDANCE IS STRONGLY RECOMMENDED.**

**THIS CONFERENCE WILL BE HELD ON:**

**DATE: May 10, 2016**

**TIME: 10:30 AM**

**AT: New Jersey Turnpike Authority**

**581 Main Street**

**Woodbridge, New Jersey**

**Authority Board Room – First Floor**

**All Applicants must be represented at the mandatory prequalification conference or he/she/it cannot participate in the prequalification or bidding process. Such failure to attend this mandatory conference will result in rejection of the Prequalification Application and will disqualify the applicant from submitting a bid for the Services.**

**ATTENDEES MUST IDENTIFY ALL FACILITIES THEY REPRESENT.**

7. Inquiries

ONLY type-written inquiries concerning the Application will be accepted and may be directed to Andrea E. Ward, Director, Procurement and Materials Management Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by EMAIL OR FAX are acceptable. Send to noble@turnpike.state.nj.us or FAX number is 732-750-5399. The inquiry deadline is May 17, 2016 at 4:00 PM. Inquiries will not be entertained after this date and time.

8. Tentative Schedule

Conference	May 10, 2016 at 10:30 AM
Inquiries due	May 17, 2016 by 4:00 PM
Closing Date	June 30, 2016 by 4:00 PM

Submit one (1) original and four (4) copies of the Applicant's Prequalification Application and all required documents (collectively, "Application"), addressed to Andrea E. Ward, Director, Procurement and Materials Management Department.

Regular Mail  
New Jersey Turnpike Authority  
P. O. Box 5042  
Woodbridge, NJ 07095

Federal Express or Other Overnight Delivery  
New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, NJ 07095

Applications not received by the Authority by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written Addendum.

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

## SECTION II

### **ROUTINE TOWING REQUIREMENTS**

Contractors must be able to demonstrate to the satisfaction of the Authority that they are thoroughly qualified and experienced in the towing and removal of vehicles on a State highway and that their respective garage has the facilities, equipment, and personnel to perform the Services required by the Authority. If awarded a contract by the Authority, **Contractor agrees that the Services to be provided to the Authority hereunder will be given priority over any and all other contracts that Contractor may have with other public or private clients.**

Set forth below is a general description of the Authority's towing program and Services, including the minimum requirements of Contractors for the provision of Services.

1. Except for certain companies holding commercial permits, only those Contractors holding a contract with the Authority will be authorized to tow vehicles from the Turnpike and/or the Parkway. Contractors shall operate and perform Services under contract with the Authority only from the Garage Facility listed on the Application (hereinafter "the Garage Facility").
2. Contractors shall provide Services to Authority-owned and leased vehicles both on and off the Turnpike and/or the Parkway, as requested by the Authority. Authority-owned vehicles shall be towed to the locations requested by the Authority. Travel charges for towing of off-roadway vehicles shall be calculated from the nearest interchange within the contractor's Zone to the point of disablement then to the location requested by the Authority. Rates for tows of Authority owned vehicles will be consistent with contractor's bid rates for patron vehicles. Alternate destination tow rates for Authority vehicles will be limited to \$6 per mile for vehicles in Class I, \$8 per mile for vehicles in Class II, and \$10 per mile for vehicles over 15,000 GVW.
3. Calls to Contractors for Services will be made on a rotational basis within each Zone, provided however, that the Authority reserves the right to call a Contractor out of rotation (that is, to skip over a Contractor and call upon the next in rotation) if the Authority determines that a Contractor is unable or unwilling to respond to a service call as required hereunder, or if an Emergency Situation, as defined herein, is declared. Additionally, in the event of an Emergency Situation, the Authority reserves the right to call additional Contractors from outside the Zone in which the emergency is declared. An "Emergency Situation" may include, but is not limited to, (a) toll lane blockages, ramp blockages, interchange blockages and main line blockages arising out of or in any way connected to accidents, disabled vehicles or other traffic-causing incidents; (b) adverse weather conditions; and (c) any other traffic circumstances that would tend to unduly hinder the ability of a Contractor to timely respond to a service call. The declaration of an "Emergency Situation" shall be within the Authority's discretion. It shall be the responsibility of the Authority's Director of Operations or his designee and/or the New Jersey State Police to declare an "Emergency Situation."
4. Under no circumstances shall a Contractor provide service to any vehicle without communication with the Authority and being assigned an "Aid Number."

5. Contractors shall provide Services 24 hours a day, seven days a week, except as may be otherwise provided herein. Priority must be given to the Turnpike and/or Parkway calls. A manager or equivalent designee must be available 24 hours a day. Pagers and/or answering services are not acceptable. Failure or refusal to respond to a Turnpike and/or Parkway call will be considered a breach of contract and will be subject to disciplinary action.
6. Contractors must respond immediately to a call for service on the Roadways and arrive at the site of the disabled vehicle within twenty-five (25) minutes of the initial call while adhering to all traffic safety laws. In the event a Contractor receives a call for Services but finds no disabled vehicle at the scene (“Dry Run”) or is unable to provide the anticipated Services through no fault of its own, Contractor will advise the appropriate Roadway at which time Contractor will be returned to the top of the Rotation List. The Authority reserves the right to confirm that a Dry Run has occurred.
7. Contractors shall be responsible for coordinating with the Turnpike Operations Department - Emergency Services Division for the training of all of Contractor's employees who will respond to the Turnpike and/or Parkway calls. Training shall include, but not be limited to, safety, operation of equipment, communications and familiarization with the Roadways’ designations, policies, procedures and regulations. Arrangements and instructions will be made by the Turnpike Operations Department – Emergency Services Division for proper identification of garage vehicles through the use of Authority decals and authorized garage registration numbers in accordance with N.J.S.A. 27:23-6.2. Contractors shall be responsible for knowledge of the Authority’s procedures, policies, and regulations regarding towing and emergency services as required by the Contract.
8. The towing rates to be charged by Contractor shall be the towing service charges bid by such Contractor, which shall not exceed the maximum service charges established in N.J.A.C. 19:9-3.1, plus all applicable maximum per mile and other charges established in N.J.A.C. 19:9-3.1. In all other cases, the Contractor shall charge only those amounts, or less, as are set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2, effective at the time of the provision of service.

For purposes of calculating per mile towing charges on the Turnpike, mileage shall be determined from the point at which the vehicle has become disabled to the exit designated for that Zone. For the purposes of calculating per mile towing charges on the Parkway, mileage shall be determined from the point at which the vehicle has become disabled to the exit closest to Garage Facility. In either event, Contractor shall not charge a per mile charge or any other fees for towing services from the Roadway exit to the Garage Facility.

**For road services rendered on the Turnpike and Parkway**, the road services rates to be charged by Contractors shall be those established in N.J.A.C. 19:9-3.2. Every Contractor shall provide patrons with a written schedule of fees for towing and storage services before providing such services to patrons including those services for which there is no fee. See N.J.S.A. 27:23-6.2. Contractors shall additionally provide patrons with a written schedule of road services rates prior to providing such services to patrons.

**Contractor shall not charge patrons any fees for services or charges related to routine towing and/or routine towing and emergency services other than those applicable fees that are expressly set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2. (Note that the towing service charge shall include all labor and material necessary for the tow off the Roadways to the Garage Facility as well as the clean-up and removal of all related debris).** For example, Contractor shall not charge a fee to release a vehicle and shall not impose yard charges, site relocation charges, recovery charges, hazardous materials charges, administrative fees, miscellaneous service fees, or other service fees not expressly set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2. **It will be considered a material breach of contract if Contractor charges patrons any fees and charges other than those expressly authorized herein.**

If, during the term of the Contract, the maximum Towing Service Charge rates set forth in N.J.A.C. 19:9-3.1(a)(1)(i) and (a)(2)(i) are increased by the Authority in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1, et seq., then the Contractor may increase the Towing Service Charge bid and charged to patrons after the effective date of such regulatory increase by the same percentage as the regulatory increase. For example, if the maximum Towing Service Charge rates set forth in N.J.A.C. 19:9-3.1(a)(1)(i) and (a)(2)(i) are increased by twenty percent (20%) during the term of the Contract, then the Towing Service Charges charged to patrons by the Contractor may be increased by twenty percent (20%) after the effective date of such regulatory increase. Additionally, if regulatory changes enact new fee restrictions, the Contractor must bill in accordance with the new regulatory requirements.

9. Towing rates do not include all applicable tolls. Toll fees for patron's vehicle are the responsibility of the patron. **Throughout the term of the contract, Contractors must maintain a valid, active, and funded New Jersey E-ZPass account and maintain an E-ZPass transponder linked to that account in each vehicle used for services provided under the contract.** The Authority shall provide, via each Contractor's E-ZPass account, the means for each Contractor to receive non-revenue passage for an appropriate number of trips on the Roadways per twelve month period ("Annual Non-Revenue Allowance"). The Contractor shall notify the Authority if they are in danger of exhausting their allowance. The Authority reserves the right to determine whether an increase in a Contractor's allowance is appropriate. Once the Contractor has exhausted its Annual Non-Revenue Allowance, Contractor will be responsible the payment of any and all tolls and/or toll violation administrative fees arising out of Contractor's use of the Roadways for the remainder of the applicable twelve month period, regardless of whether Contractor is using the Roadways to perform an Authority-authorized tow or Service.
10. Contractor shall offer general passenger vehicle repair service ("General Repairs") at the Garage Facility. This includes, but is not limited to, towing to other locations and repair work. Garage facilities shall have adequate tools, bay space and inventory of parts to perform General Repairs on an assortment of passenger vehicles. By way of example only, General Repairs include but are not limited to repairs similar to those set forth in N.J.A.C. 19:9-3.2, as well as thermostat replacement, heater and/or hose repair, repair and replacement of belts and hoses, repair of radiator leaks and changing of fuel and oil filters. While the Authority acknowledges that it neither sets the rate for these services nor accepts a bid for same, the Contractor agrees that any and all charges for services not specifically

covered in the Authority's regulations (N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2), will be fair and equitable to Turnpike and Parkway patrons. Contractor further agrees that any and all non-regulated charges shall be consistent with prevailing rates in New Jersey charged for similar services. Labor rates shall be clearly quoted and posted by Contractor for the patron's inspection and convenience. Contractor shall provide clear written estimates to patrons prior to vehicle diagnosis or repair. No work shall be commenced on the disabled vehicle without the written consent of the patron. If the needed repair cannot be performed at the Garage Facility and requires the vehicle to be transferred to another facility owned by the Contractor, the patron must be advised and must agree to same. In the event the Roadway patron does agree to have repairs done at the second facility, there will be no charge to the patron for the transfer of the vehicle to the second facility.

11. The Authority, during certain extreme weather conditions or high volume traffic periods, will occasionally require the Contractor to send a towing vehicle to remain on the Turnpike and/or Parkway for a specified time period ("Stand-by-Services"). Likewise, under certain circumstances the Authority may call upon a Contractor to perform non-towing services for which the Contractor will invoice the Authority. These services may include, but not be limited to, the removal of fallen trees, unattended cargo, debris or tires, etc. Services shall be invoiced to the Authority at the Contractor's bid rate for equipment requested. Failure of the Contractor to provide Stand-By-Services when called by the Authority will be considered a material breach of contract. The Authority shall pay Contractor an hourly rate for these time periods. The hourly rate to be paid by the Authority for non-towing Stand-by Services, or Stand-by Services relating to Class I Vehicles on the Turnpike and/or the Parkway shall be equal to the towing service charge bid by such Contractor for routine towing services and/or routine towing services and emergency services for Class I Vehicles. The hourly rate to be paid by the Authority for Stand-by Services relating to vehicles with a registered gross vehicle weight of 15,000 lbs. or more on the Turnpike and/or the Parkway shall be equal to the towing service charge bid by such Contractor for routine towing services and/or routine towing services and emergency services for such vehicles. Additional terms for Stand-by-Services, including length of services and designated locations, will be set by the Authority on an as needed basis and provided to Contractor. Stand-by-Service will be mandatory.
12. Because of the vulnerability of patrons in need of towing assistance on the Roadways, and their reliance on the Authority to provide quick and reliable service, Contractor must be dependable and well organized and demonstrate the kind of character and integrity required for services of this nature. Contractor's employees must be polite, maintain acceptable moral character and present a neat appearance at all times (conditions permitting) in a uniform that clearly identifies Contractor's name. The Garage Facility must be neat, clean and orderly and must be well maintained and clearly identified with a permanent sign bearing the Contractor's name. Contractor must be financially responsible and stable. Contractor's employees must wear safety vests whenever they perform services on the Roadways.

Safety Vests shall meet the ANSI Specifications for American National Standard for High Visibility Safety Apparel. The vest shall have a minimum background area of 0.5m<sup>2</sup> (775 in<sup>2</sup>) material of either fluorescent yellow/green, florescent orange/red or florescent red in color and a minimum of 0.13m<sup>2</sup> (201 in<sup>2</sup>) retroreflective materials in a contrasting fluorescent color red, orange/red or yellow/green. The retroreflective material shall have contiguous areas

encircling the torso, placed in such a manner to provide 360° of visibility.

13. Contractor must at all times honor valid AAA memberships for payment and must accept at least two (2) major credit cards for Services. The Authority reserves the right to amend this Agreement to require Contractor to accept Manufacturer Vehicle Maintenance Agreements for payment if the Authority enters into separate contracts for same.
14. Contractor shall maintain accurate records of all services performed on the Roadways. Such records are subject to audit by the Authority upon demand. In addition, Contractor shall provide patrons with itemized and legible receipts upon completion of Services. During the term of the Contract, the Authority may require Contractor to utilize specific software for electronic billing, invoicing, dispatching, GPS, and voice communications or other technologies as mandated by the Authority in its sole discretion, and the Authority may require Contractor to maintain a computer or smartphone or tablet with Internet access and a portable printer for this purpose. Contractor will need access to these devices simultaneously on the road and in their dispatch center. All expenses related to Contractor's implementation of the Authority-mandated system, including but not limited to all hardware, software, licenses, texting, data, and voice expenses, will be the sole responsibility of the Contractor.

In the absence of an Authority-mandated electronic billing system, receipts provided to patrons must be Authority-approved. The Authority shall provide Contractor with a sample receipt form to be used by Contractor. A sample is included in Appendix G. It shall be Contractor's responsibility to have official receipt forms printed for Contractor's use. The Receipt must indicate with specificity the additional mileage traveled for an Alternate Destination Tow, as defined in Paragraph 17 of this Section. Contractor must retain all receipts throughout the term of the Contract for Service and for two years thereafter. Every service provided to a Roadway patron shall be documented through dispatch by the Authority and by way of an invoice including the Aid number.

Contractor must submit all documentation to the Authority for each month's activities prior to the fifteenth of each subsequent month. Summary sheets for each month's invoices must be forwarded both electronically as well as by hard copy in an authorized form described in Appendix H.

The Contractor is responsible for completing a receipt for Services for each and every call on the Turnpike, including calls where the Towing Charge is zero, based on a zero bid, using the approved receipt form. The receipt must be completed in its entirety. All services and repairs shall be itemized in detail and any and all charges imposed on the patron must be included on this receipt. In the event a Contractor is dispatched but no disabled vehicle is present (a "Dry Run"), the receipt shall be so marked, and copies shall be included with the Contractor's monthly submission. A "Dry Run" is subject to confirmation by the Roadway dispatcher.

No receipt shall be destroyed by a Contractor for any reason. The Contractor shall be held accountable for each numbered receipt. Receipts are to be prepared in four copies signed by the motorist and the Contractor's agent. For the purposes of this contract, submission of expenses to AAA is considered payment for which a receipt should be completed. The Authority reserves the right to perform an audit of all receipts for calls on either the New

Jersey Turnpike or Garden State Parkway at any time. . Any violation of this requirement or discrepancy between receipts submitted to the Authority and invoices provided to customers shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.

15. Contractor must accept State of New Jersey payment vouchers for services rendered to State-owned or leased vehicles that become disabled on the Turnpike and/or the Parkway.
16. The storage rates to be charged by Contractor shall not exceed those storage rates established in N.J.A.C. 19:9-3.1(b). In accordance with N.J.A.C. 19:9-3.1(b), Contractor shall provide free storage for the first twenty-four (24) hours for all towed vehicles. Storage rates are to be charged for each 24 hour period following the initial 24 hours of free storage. Patrons may retrieve towed vehicle(s) during the hours set forth in Paragraph 24 of this section. If the Garage Facility is closed for any reason during these time periods, Contractor shall not charge patron a storage fee for any 24 hour period in which the Garage Facility was not open during the hours specified in Paragraph 24. There shall be no additional fee to patrons for having a vehicle retrieved from a Contractor's yard to continue that patron's tow after the initial tow has been paid.
17. Contractor shall not charge any patron an additional charge for dropping off a towed vehicle at a location lying directly between the point at which the vehicle is picked up on the Turnpike or Parkway and the Contractor's Garage Facility. If a patron wishes to have the disabled vehicle towed to a location other than as set forth above ("Alternate Destination Tow"), the Contractor must provide to patron a clear written estimate of the charge for the Alternate Destination Tow before same can be provided. The estimate must clearly state that the patron can contact the New Jersey Turnpike/Garden State Parkway if there are any questions or complaints. Contact information for Authority Emergency Services must be included in the body of any invoice provided.

The charge for such Alternate Destination Tow shall include the towing services charge bid by the Contractor plus the per mile towing charge permitted by N.J.A.C. 19:9-3.1 for the number of miles as measured from the point at which the vehicle has become disabled on the Roadway to the exit closest to the Contractor's Garage Facility. Contractor may charge a separate fee for the additional mileage incurred as measured from such exit closest to the Contractor's garage to the alternate destination. The patron must be provided with a written receipt, which must indicate with specificity the additional mileage traveled for the Alternate Destination Tow. These rates will be reviewed at the Authority's discretion and may be set by regulation. The Authority, in its sole discretion, shall resolve any and all questions or complaints that may arise out of this section. In the event of a complaint, and if these rates are not set by regulation, the Authority will determine a fair and reasonable per mile rate based upon the class of vehicle towed and the comparable rates charged for similar services. The Authority's determination of the fair and reasonable rate shall be final, and any refunds due the patron, as determined by the Authority, shall be paid within 5 days of the Contractor's notification of this decision. Contractor's failure to comply with these terms shall be grounds for immediate suspension.

If, during the term of the Contract, the maximum rates for an Alternate Destination Tow are set by the Authority by regulation in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1, et seq., then, upon the effective date of such regulation, the Contractor

may not charge more than the rates set by such regulation for any Alternate Destination Tow.

18. Contractor and its employees will not discriminate against any patron because of age, race, creed, color, national origin, ancestry, marital status, affectional/sexual orientation, or upon any other basis contrary to law.
19. Upon receipt of a complaint from a patron concerning an overcharge or other impermissible charge, the Authority will notify Contractor of the complaint and will undertake an investigation. If, after such investigation, the Authority substantiates and confirms the allegations of the complaint, the Authority will require Contractor to make immediate restitution to the patron. If Contractor fails to do so, such failure will be considered a material breach of contract. Failure to comply with a directive to reimburse a patron within 5 business days will be considered a failure to comply with a material term of the contract and such failure shall be subject to immediate termination of the contract.
20. In certain circumstances, Contractor may experience unanticipated delays when called out on a routine tow. These unanticipated delays (“Waiting Time”) may be due to a State Police investigation, attendance to or removal of injured/ill vehicle occupants, or other similar circumstances. Subject to review and approval by the Authority, Contractor may charge patrons for such Waiting Time at an hourly rate equal to the towing service charge bid by Contractor for the applicable vehicle class. The period considered Waiting Time shall not commence until thirty minutes after Contractor arrives at the disabled vehicle. Waiting Time shall be billed in thirty-minute increments.
21. Upon being called on a routine tow, Contractor may, under certain rare exceptions, experience certain “Extraordinary Circumstances” that will complicate the removal or service to the disabled vehicle. This may include, but not be limited to, jackknifed trucks, vehicles off the road, etc. Subject to review and approval by the Authority, Contractor may charge patrons for such additional time necessary to remove or provide services to the disabled vehicle in such Extraordinary Circumstances. The towing service charges bid by Contractor for routine towing services and/or routine towing services and emergency services shall also serve as the hourly rate in those Extraordinary Circumstances when such hourly rates are allowed. This standard is applicable to all types of wreckers and shall apply to any and all types of calls from the routine list. No other charges will apply.
22. At all times during the term of the contract, Contractor must operate and perform all Services from the Garage Facility listed on the Application. For certain, non-material aspects of the Services (e.g., dispatch or billing services), the Authority may, in its sole discretion, upon request of this Contractor waive the requirement that all Services be performed from the Garage Facility listed on the Application. However, in no event will the Authority waive the requirement that the repair, storage and patron facility aspects of the Services be performed at the Garage Facility listed on the Application.  
**The term “Garage Facility” means the location of the operations of the towing services or emergency services contractor that may consist of more than one contiguous or nearly contiguous parcels of land. The final determination of whether a business location constitutes a “Garage Facility” shall be at the sole discretion of the Authority but will comport with additional requirements as stated in the pre-qualification**

**application and must allow for the patron's safety, comfort, convenience and easy access to their stored vehicle.** If Contractor desires to move to a new location during the term of the contract, Contractor shall seek the Authority's prior written approval to perform the Services from Contractor's new facility address, which approval will not be unreasonably withheld. The new facility must adhere in all respects and satisfy all the requirements and conditions set forth in this Prequalification Application. The Authority shall perform an inspection of the proposed facility prior to approval being granted. The Contractor's failure to receive prior written approval from the Authority may constitute a material breach of contract and be grounds for termination.

23. Contractor shall not drop off any vehicles towed from the Roadways onto local streets or in public parking lots. Contractor must take such vehicles to the Garage Facility or to a location mutually agreed upon by Contractor and patron which is safe and secure. Contractors shall not drop off any vehicles towed from the Roadways onto private property or private parking lots without prior written permission from the owner of such property. Tows to locations adjacent to the Roadway to accommodate a continued tow shall not incur any additional fees.
24. Contractor shall release vehicles to motorists without charge, except for those charges expressly permitted herein. At a minimum, Contractors shall be available to release vehicles to patrons Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m., Saturday, between the hours of 8:00 a.m. and 4:00 p.m. and Sunday, between the hours of 9:00 a.m. and 12:00 p.m. Patrons shall not be charged a storage fee for any day that the Garage Facility is not open for the entire time period stated above. In addition, patrons shall not be charged for after-hour release of a vehicle for a continued tow by another contractor, after payment is made to the Garage Facility.
25. If, in response to the call for a routine tow, Contractor must separate a tractor-trailer or vehicle pulling a trailer into individual pieces to allow for the storage of same, there will be **no** additional fee for this service. This service is included in the fee for the tow from the Roadway.
26. Contractor shall be responsible to perform necessary clean-up from an accident or removal scene where required. Said clean-up will include sweeping the roadway and removing all glass, debris, plastic and/or other parts and shall include the drying and removal of any oil, gas, or other materials, including those used for clean-up, from the scene, on the roadway or in the vicinity. The cost of labor and materials as well as any necessary disposal of roadway debris is included in the towing fee. There is no additional charge for these services. Winching a vehicle is defined as repositioning a vehicle that has been overturned or is off the roadway or shoulder so as to accommodate the hooking and positioning the vehicle on the wrecker. Winching is chargeable at an hourly rate equal to the contractor's towing bid service charge for the class of vehicle serviced. The rate shall be charged in half hour increments. Winching does not include the pulling of a vehicle up onto a flatbed.
27. Lock-outs: Contractors shall be responsible to provide lock-out services to Authority patrons, and should be prepared to use professional tools, expertise and procedures to unlock most vehicles. If a patron requests assistance for unlocking his vehicle, Authority personnel will notify an authorized Contractor. If the Contractor is unable to unlock the

vehicle for any reason it can be towed from the roadway with the appropriate service charge applying to the cost of the tow. AAA membership will be honored by roadway garages to provide lockout service.

28. To offset administrative costs, the Authority has set a Zone Fee for each Zone that must be remitted to the Authority by the Contractors awarded the routine towing contract(s) for that Zone. The Zone Fee will be equally apportioned among all Contractors awarded contracts for each Zone. In other words, if the Zone Fee is \$6,000 and there are two contracts awarded for that Zone, each Contractor will be responsible for remitting \$3,000 in Zone Fees to the Authority annually. **The Authority will no longer collect a percentage of Contractors' Gross Receipts for routine towing services**, and no other fees shall be paid to the Authority by Contractors during the term of the contract, with the exception of any applicable tolls or toll violation fees, as set forth in herein.

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

29. The failure by any Contractor during the term of the Contract to satisfy in a timely manner any outstanding debts or fees owed to the Authority, whenever incurred, including but limited to those related to nonpayment of tolls or administrative fees, as required by N.J.A.C. 19:9-1.19 and N.J.A.C. 19:9-9.2, shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.
30. The determination of prequalification status will remain valid for one year from the date of notification of same. However, the Authority reserves the right to confirm and/or update information and to perform inspections of any Garage Facility before the award of any contract.

**SECTION III**

**PREQUALIFICATION CRITERIA**

**IN ORDER TO PREQUALIFY TO SUBMIT A BID FOR ROUTINE TOWING SERVICES AND/OR ROUTINE TOWING SERVICES AND EMERGENCY SERVICES, APPLICANT MUST FULLY COMPLETE AND TIMELY RETURN THE FOLLOWING QUESTIONNAIRE AND MUST MEET THE MINIMUM REQUIREMENTS DESCRIBED HEREIN.**

**THE AUTHORITY WILL PREQUALIFY ONLY THOSE CONTRACTORS THAT DEMONSTRATE THE FINANCIAL CAPABILITY, EXPERIENCE AND QUALIFICATIONS TO PERFORM ROUTINE TOWING SERVICES AND/OR ROUTINE TOWING AND EMERGENCY SERVICES.**

**FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION MAY RESULT IN A DENIAL OF YOUR PREQUALIFICATION APPLICATION.**

**PLEASE TYPE OR PRINT ALL RESPONSES. IF ADDITIONAL SPACE IS NEEDED FOR AN ANSWER, PLEASE ATTACH ADDITIONAL SHEETS CLEARLY IDENTIFYING THE QUESTION THAT IS BEING ANSWERED.**

**A. Experience of Applicants/Personnel for Services**

1. Applicant must have a minimum of three (3) years of general towing experience at the Garage Facility for which this Application is submitted, and a minimum of three (3) years towing experience at that facility on one or more of the following Interstate highways within New Jersey: I-80, I-280, I-287, I-295, I-195, I-78, the Atlantic City Expressway, the New Jersey Turnpike or the Garden State Parkway. At the discretion of the Authority, the requirement of three (3) years of towing experience at that facility may be satisfied by similar towing experience at another location.

**LIST THE NUMBER OF YEARS OF EXPERIENCE:**

- a) **YEARS AT PRESENT LOCATION** \_\_\_\_\_
- b) **YEARS OF TOWING EXPERIENCE** \_\_\_\_\_

**PLEASE SPECIFY THE NAME, LOCATION, DATES AND NATURE OF THE EXPERIENCE OF EACH SPECIFIC CONTRACT FOR TOWING SERVICES WITH ANOTHER ENTITY:**

<u>NAME AND LOCATION</u>	<u>DATES</u>	<u>NATURE OF EXPERIENCE</u>



**(a) DISTANCE FROM GARAGE FACILITY TO TURNPIKE ENTRY:**

\_\_\_\_\_MILES

**(b) DESCRIBE THE ROUTE TRAVELED FROM THE GARAGE FACILITY TO THE INTERCHANGE TOLL PLAZA:**

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2. **For Routine Towing Services and Emergency Services on the Garden State Parkway:** Applicant's Garage Facility shall be located within seven (7) miles driving distance of an Interchange entrance within the Zone upon which Applicant intends to bid. The Interchange entrances within each Zone are set forth in Appendix B. The seven (7) mile driving distance limit is the maximum allowed by the Authority. Moreover, the location of Applicant's Garage Facility must allow for unrestricted travel to and from the garage facility via local roads or routes other than the Parkway. Applicant must submit detailed driving directions to the Parkway from Applicant's Garage Facility. **POSTED SPEED LIMITS MUST BE OBSERVED AT ALL TIMES.** Garage Facility must be located within the State of New Jersey.

**(a) DISTANCE FROM GARAGE FACILITY TO PARKWAY ENTRY:**

\_\_\_\_\_MILES

**(b) DESCRIBE THE ROUTE TRAVELED FROM THE GARAGE LOCATION TO THE SPECIFIED INTERCHANGE ENTRANCE WITHIN THE ZONE.**

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**THE AUTHORITY WILL DETERMINE COMPLIANCE WITH THIS SECTION B BY FOLLOWING DRIVING DIRECTIONS SUBMITTED BY THE APPLICANT.**

**C. Equipment for Routine Towing Services**

1. The Applicant shall have the required equipment to provide safe, expeditious and efficient removal of disabled vehicles from the Roadways. Equipment must be

capable of safe and reliable operation on all roadways during the most severe weather conditions.

2. All equipment must be in excellent operating condition and well maintained both mechanically and aesthetically. In addition, the Applicant shall provide necessary manpower and equipment during Authority emergencies, special events and winter weather conditions as required by the Authority. Only properly lettered and decaled vehicles (tow trucks) will be allowed on the Roadways.
3. All towing and recovery equipment must be properly registered, insured, certified or permitted as per New Jersey Motor Vehicle Commission regulations, or other applicable regulatory agencies (e.g. ICC). All towing and recovery vehicles must bear an Authority garage registration number as supplied by the Authority and in compliance with N.J.S.A. 27:23-6.2. Numbered decals will be issued for all authorized vehicles after inspection by the New Jersey State Police Commercial Vehicle Inspection Unit.

Requirements:

- (a) Routine Towing Services on the Turnpike: Applicant must have two (2) light duty flat beds (roll-back) with wheel lift (light-duty flatbed trucks with wheel lift may be used instead of light duty tow truck); two (2) light duty tow trucks with wheel lift; two (2) heavy-duty wreckers with wheel lift/minimum 118" underreach (25,000 lbs. minimum capability); and one (1) Landoll type hydraulic trailer minimum 48 feet with tractor. Heavy-duty wreckers must be 35,000 lbs. gross vehicle weight (GVW) with air brakes. All wreckers must be fully hydraulic. Mechanically or electronically operated wreckers and or fifth wheel hook-ups will **not** be considered.
- (b) Routine Towing Services and Emergency Services on the Garden State Parkway: Applicant must have two (2) light duty flat beds (roll-back) with wheel lift, (light-duty flatbed trucks with wheel lift may be used instead of light duty tow truck), two (2) light duty tow trucks with wheel lift; one (1) heavy-duty wrecker with wheel lift/minimum 118" underreach (25,000 lbs. minimum capability); and one (1) Landoll type hydraulic trailer minimum 48 feet with tractor. Heavy-duty wreckers must be 35,000 lbs. gross vehicle weight (GVW) with air brakes. All wreckers must be fully hydraulic. Mechanically or electronically operated wreckers and or fifth wheel hook-ups will **not** be considered. If Applicant intends to access a heavy-duty wrecker and or Landoll type hydraulic trailer minimum 48 feet with tractor through a third party, the Applicant must seek the Authority's prior written approval of the equipment and the company providing such wrecker to Applicant. The agreement between the Applicant and the third-party providing access to the heavy-duty wrecker or Landoll type trailer must be in writing (the "Access Agreement-Equipment"). A suitable form of the Access Agreement-Equipment is attached hereto as Appendix I. A fully executed copy of the Access Agreement – Equipment must be submitted with this Prequalification Application and is subject to review and approval by the Authority.

4. Towing and recovery vehicles must be equipped with dual mounted winching controls (or remote controls) and adequate safety equipment and tools including the following:
  - (a) At least three advanced warning devices or flares of a type to be visible for a distance of not less than one thousand (1,000) feet from the disabled vehicle.
  - (b) Approved warning lights/devices, brake and light connections for towed vehicle and safety chains. Flashing amber light bars must be used at all times while servicing the vehicle and be visible for a distance of not less than one thousand (1,000) feet from the disabled vehicle. Amber Light Permit as required by state law must be obtained by contractor.
  - (c) Safety vests that conform to standards set by the Authority must be worn by garage personnel when they are performing services on the Roadways. Safety Vests shall meet the ANSI Specifications for American National Standard for High Visibility Safety Apparel. The vest shall have a minimum background area of 0.5m<sup>2</sup> (775 in<sup>2</sup>) material of either fluorescent yellow/green, fluorescent orange/red or fluorescent red in color and a minimum of 0.13m<sup>2</sup> (201 in<sup>2</sup>) retroreflective materials in a contrasting fluorescent color red, orange/red or yellow/green. The retroreflective material shall have contiguous areas encircling the torso, placed in such a manner to provide 360° of visibility.
  - (d) Shovels, brooms and other tools necessary for removing debris must be carried by garage personnel whenever they respond to a call on the Roadways. "Speedy dry" or its equivalent and fire extinguishers must be included as well.
  - (e) Authority-authorized communication devices must be maintained in each vehicle capable of communicating with the Authority's Traffic Management Center. Communication devices are to be obtained by the Contractor and must be obtained within 30 days of notification from the Authority of the contract award. The Contractor will be responsible for ensuring that devices are properly installed in all vehicles and in the Contractor's facility. Further, Contractor shall ensure that all personnel are trained in the use of the devices and that all employees adhere to communication protocols.
5. The requirements of Subsections 1-5 of this Section C Equipment for Routine Towing Service must be met throughout the duration of the contract awarded hereunder. Failure to meet any of these requirements at any time during the duration of this contract may be considered a breach and result in disciplinary action.

**DESCRIBE ALL EQUIPMENT. LIST THE NUMBER OF THE FOLLOWING VEHICLES THAT ARE OWNED/LEASED BY APPLICANT FOR USE ON THE ROADWAYS. LIST NAME AND ADDRESS OF OWNER. INCLUDE A COPY OF VEHICLE REGISTRATION FOR EACH VEHICLE:**

**(a) For Routine Towing Services on the Turnpike:**

<b>TYPE OF VEHICLE</b>	<b>NO. OF VEHICLE(S)</b>	<b>VEHICLE REGISTRATION NUMBER(S)</b>
Light Duty Flat Bed	_____	_____
Light Duty Tow Trucks with Wheel Lift	_____	_____
Heavy-Duty Wreckers with Wheel Lift/Underreach	_____	_____
Landoll Type Hydraulic Trailer with Tractor	_____	_____

**b) For Routine Towing Services and Emergency Services on the Parkway:**

<b>TYPE OF VEHICLE</b>	<b>NO. OF VEHICLE(S)</b>	<b>VEHICLE REGISTRATION NUMBER(S)</b>
Light Duty Flat Bed	_____	_____
Light Duty Tow Trucks	_____	_____
Heavy Duty Wreckers	_____	_____

**Equipment listed herein shall meet all requirements set forth in this document, including, but not limited to, insurance and indemnification, equipment standards and response time.**

**If Heavy Duty Wreckers will be accessed through third party, Access Agreement-Equipment must be in writing and a copy must be attached hereto.**

**D. Garage Facility**

1. All repairs performed at the request of a patron must be performed by the Contractor at the Garage Facility listed above for which this Application is submitted. Storage of vehicles must be at said Garage Facility. Storage of vehicles shall be in a secure area defined as a facility that is indoors or is surrounded by a fence, wall or other man-made barrier that is at least six (6) feet high and is lighted from dusk until dawn to deter trespassers and /or vandalism. The Garage Facility must be neat, clean, orderly, and well maintained and clearly identified with a permanent sign bearing the Contractor's Name.
2. The Garage Facility must contain at least one (1) major permanent structure, and must contain at least one (1) clean and well-maintained restroom for patrons available 24 hours. There must be clean and comfortable administrative offices and waiting area for patrons with a public and/or private telephone available 24 hours for patrons' use. The restroom must have a working toilet, a sink with hot and cold water and with paper or mechanical means for drying hands. **All public areas must be clean, sanitary and in good condition. The Garage Facility must be located within the State of New Jersey**
3. Applicant must provide with the Application sufficient documentation to demonstrate Applicant's legal right to occupy the Garage Facility premises as of the date of the Application, and through at least December 31, 2020. Acceptable forms of such documentation include, but are not limited to, a deed or property tax bill demonstrating Applicant's ownership of the Garage Facility premises, or a lease demonstrating that Applicant is a lawful tenant of the Garage Facility premises.
4. Applicant represents that the Garage Facility meets all applicable municipal, county and state codes and/or regulations. These include, but are not limited to, a) plumbing, b) electrical, c) fire, d) hazardous waste disposal, e) zoning requirements, f) parking, g) health and h) fire prevention. Applicant must provide a copy of a Certificate of Continued Occupancy consistent with N.J.A.C. 5:23-2.23(e) for the Garage Facility.

***FOR ROUTINE TOWING SERVICES ON NEW JERSEY TURNPIKE (only)***

3. The Garage Facility must have ample on-site secure storage for at least fifty (50) passenger vehicles, and five (5) tractor-trailers or buses. The Garage Facility must also be zoned accordingly to allow for these storage requirements. **Satellite (off-site) storage yards will not be considered. All storage must be at the Garage Facility listed on the Application. Under no circumstances will patron's vehicles be stored on city streets or in an unsecured location.**

**Number of on-site secured storage spaces for passenger vehicles:** \_\_\_\_\_

**Number of on-site secured storage spaces for tractor-trailer or buses:** \_\_\_\_\_

***FOR ROUTINE TOWING SERVICES AND EMERGENCY SERVICES ON THE GARDEN STATE PARKWAY (only)***

4. The Garage Facility must be capable of safely storing at least fifty (50) passenger vehicles and one (1) bus. The Garage Facility must also be zoned accordingly to allow for these storage requirements. **Satellite (off-site) storage yards will not be considered. All storage must be at the Garage Facility listed on the Application. Under no circumstances will patron's vehicles be stored on city streets or in an unsecured location.**

Number of on-site secured storage spaces for passenger vehicles: \_\_\_\_\_

Number of on-site secured storage spaces for tractor-trailer or buses: \_\_\_\_\_

5. The Garage Facility shall maintain a minimum parts inventory sufficient to service a wide variety of passenger vehicles, makes and models. Repair service rates shall be fair and reasonable consistent with rates charged for similar services in the area.

**ATTACH TO THIS SECTION PROOF THAT:**

- (a) Applicant has the legal right to occupy the Garage Facility premises as of the date of the Application, and through at least December 31, 2020; and
- (b) Garage Facility is in compliance with current state/municipal zoning laws (e.g., Certificate of Continued Occupancy)

**E. Evidence of Financial Capacity**

Applicant shall attach audited financial statements prepared and certified by a Certified Public Accountant for the most recent fiscal year. If a 2015 certified financial statement is not available, Applicant may attach a signed and filed copy of its most recent federal income tax return. This information is required to demonstrate that Applicant is financially capable of performing the Services upon which Applicant intends to bid.

*Certified Financial Statement Attached* Yes \_\_\_\_\_ No \_\_\_\_\_

**OR**

*IRS Return Attached* Yes \_\_\_\_\_ No \_\_\_\_\_

Applicant agrees to provide the Authority access to their credit history as well as any additional credit information if requested.

A. **Client References**

Applicant shall attach a minimum of two but not more than three letters of reference from Applicant's clients, including the client's address, telephone number and contact person, and which describe the nature of services provided to client and the number of years such services have been provided to client. At least one of the letters must be from a government entity with which the Applicant has done business within the past five (5) years.

G. **Equipment and Facility Inspection**

1. As a part of the Prequalification process, Applicant's equipment, facilities and employees are subject to inspection by Authority personnel and/or the New Jersey State Police. **Facility inspections will be unannounced.** It is the responsibility of the Applicant to demonstrate that the requirements of this Prequalification Application are satisfied within the Garage Facility.

2. **Equipment inspections will be scheduled separately by Authority personnel or by the State Police.** All equipment and parts must be available for review at the time of the inspection and must be presented at a location to be determined by the Authority.

3. The Contractor must be shown on the registration as the owner or lessee of all vehicles. Any leased vehicles must be leased by the Contractor through a bona fide company that routinely leases that type of equipment. This requirement does not apply to Access Agreements for Heavy Duty Wreckers on the Garden State Parkway only.

4. After award of a contract, the Garage Facility and equipment shall be subject to inspections at any time during the term of the contract, at the discretion of the Authority, to ensure that Contractor continues to meet all of the requirements set forth herein.

H. **Criminal Background Checks**

1. No principal, shareholder employee or agent of the Applicant shall have been convicted within the last seven years of any indictable offense or any offense involving stolen or embezzled vehicles, fraud relating to the towing business, stolen property, or any other offense of similar nature or as deemed by the Authority to potentially be indicative of poor moral character.

2. Applicant hereby agrees that, as a condition of this Application, it will supply to the Authority any information, and will execute or have executed at the Authority's request any document(s) necessary to enable a criminal background check to be performed on its principals, shareholders and/or employees and to have that information provided to the Authority. Applicant further agrees to ensure that, upon the Authority's request, the necessary process is undertaken and completed. If it is determined by the Authority that a principal within his/her/its company/corporation or any employee or shareholder of his/her/its corporation shall have criminal record information existing on file in the Federal Bureau of Investigation, Identification Division, or in the State Bureau of Identification in the Division of State Police that violates the terms set forth below, the Contractor will

immediately be given notice and five (5) days to take appropriate action as set forth by the Authority. In the event that the Authority requests that a principal/employee be disqualified from employment because of the reasons set forth herein, Applicant agrees to be bound by and conform to this request. Applicant understands and further agrees that failure to take the action set forth by the Authority will preclude the Applicant being Prequalified under this application and/or will constitute a material breach of contract and may result in suspension or termination.

As used herein, shareholder means any owner or person in control of 10% or more of the shares of the corporation which is submitting the Prequalification Application or bid to provide Services. The Authority has full discretion with regard to whether or not criminal history checks will be conducted and reserves the right to request this information and perform background checks as it deems necessary throughout the term of any contract awarded pursuant to this Prequalification.

3. Disqualification will be warranted if the individual's criminal history record check reveals a record of conviction:

(a) In New Jersey, of any crime of the first or second degree; or

(i) An offense as set forth in chapter 14 of Title 2C of the New Jersey Statutes, or as set forth in N.J.S.2C:24-4 and 2C:24-7, or as set forth in R.S.9:6-1 et seq.; or

(ii) An offense involving any controlled dangerous substance or controlled substance analog as set forth in chapter 35 of Title 2C of the New Jersey Statutes except paragraph (4) of subsection a. of N.J.S.2C:35-10; or

(iii) A crime involving the use of force or the threat of force to or upon a person or property including, but not limited to, robbery, assault, stalking, kidnapping, arson, manslaughter and murder; or

(iv) A crime as set forth in chapter 39 of Title 2C of the New Jersey Statutes, a crime or offense as set forth in chapter 20 of Title 2C of the New Jersey Statutes, a crime as set forth in chapter 41 of Title 2C of the New Jersey Statutes, or a crime as listed below:

Recklessly endangering another person N.J.S.2C:12-2

Terroristic threats N.J.S.2C:12-3

Criminal restraint N.J.S.2C:13-2

Luring, enticing child into motor vehicle, structure or isolated area  
P.L.1993, c.291 (C.2C:13-6)

Causing or risking widespread injury or damage N.J.S.2C:17-2

Criminal mischief N.J.S.2C:17-3

Burglary N.J.S.2C:18-2

Usury N.J.S.2C:21-19

Threats and other improper influence N.J.S.2C:27-3

Perjury and false swearing N.J.S.2C:28-3

Resisting arrest N.J.S.2C:29-2

Escape N.J.S.2C:29-5

Bias intimidation N.J.S.2C:16-1; or

(v) Any crime or offense involving a violation of any nature regarding work on any contract with the State, any State agency or any county or municipality for the provision of services similar to the services to be provided by this contract for which the Applicant submits this Prequalification Application and/or Bid; or

(vi) Any crime involving a victim who is a minor; or

(vii) Conspiracy to commit or an attempt to commit any of the crimes described in this section.

(b) For the purposes of this section, a conviction exists if the individual has at any time been convicted under the laws of this State or under any similar statutes of the United States or any other state for a substantially equivalent crime or other offense.

4. Notwithstanding the above provisions, a principal/employee shall not be disqualified hereunder on the basis of any conviction disclosed by a criminal history record check if the individual has affirmatively demonstrated to the Authority clear and convincing evidence of his rehabilitation. In determining whether an individual has affirmatively demonstrated rehabilitation, the Authority shall consider:

(a) The nature and responsibility of the individual's prospective position;

(b) The nature and seriousness of the offense;

(c) The circumstances under which the offense occurred;

(d) The date of the offense;

(e) The age of the principal/employee when the offense was committed;

(f) Whether the offense was repeated;

(g) Social conditions which may have contributed to the offense; and

(h) Any Certificate of Rehabilitation issued in accordance with N.J.S.A 2A:168A-1, et seq, or evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received, acquisition of additional, academic or vocational education, successful participation in correctional work-release programs, or the recommendation of persons who have supervised the principal/employee.

## SECTION IV

### ***INSURANCE AND INDEMNIFICATION***

#### **A. Indemnification and Insurance Requirements**

**Prequalified Applicants who are determined to be the successful bidders shall be bound by the following Indemnification and Insurance Requirements:**

##### **Indemnification.**

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

##### **Insurance.**

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

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

insured exclusion. With respect to products and completed operations insurance, Contractor shall maintain such insurance for a period of not less than three (3) years following the termination of this Contract.

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

3. Contractor shall maintain workers’ compensation and employers’ liability insurance. Employers’ liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Where permitted by law, such insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. Workers’ Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore’s and Harborworkers’ Compensation Act and Maritime Act (Death on the High Seas Act) where required.

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

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

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

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

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

7. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, 581 Main Street, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-, VII or better.

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

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

10. Prior to commencing any services under this Contract and thereafter upon the Authority's request, Contractor shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:

a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Contractor's workers' compensation and employers' liability insurance.

b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.

c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers.

d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike

Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers”

e. All certificate(s) shall be mailed to: Director, PMM Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.

11. It is agreed and understood by the parties that the obligation of the Contractor to obtain and maintain insurance policies required in accordance with this Contract is an essential term of the Contract and that the Authority relies on the Contractor to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this Contract, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of this Contract regarding the provision of insurance coverage by the Contractor.

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

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

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

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

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

## SECTION V

### **ADDITIONAL REQUIREMENTS**

**A. Signatures**

Applications must be signed by an officer authorized to make a binding commitment for the Applicant.

**B. Incurring Costs**

The Authority shall not be liable for any costs incurred by any Applicant in the preparation of its Application.

**C. Addendum to Prequalification Application**

If at any time prior to receiving Applications it becomes necessary to revise any part of this Prequalification Application, or if the Authority determines that additional information is necessary to enable Applicants to adequately interpret the provisions of this Prequalification Application, the Authority will issue an Addendum to this Prequalification Application. Upon issuance, each such Addendum shall be deemed to be a part of this Prequalification Application. (Exhibit 1).

**D. Acceptance of Applications**

This Prequalification Application does not commit the Authority to make an award. The contents of the Application shall become a contractual obligation, if, in fact, an Application is determined to be prequalified by the Authority and thereafter, in response to a future request for bids, is a successful bidder for a Zone. Failure of an Applicant to adhere to and/or honor any or all of the obligations of its Application may result in rescission of any award of a contract by the Authority.

**E. Dissemination of Information**

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

**F. Public Records**

Any Application received from a Applicant constitutes a public document that will be made available to the public upon request pursuant to New Jersey's Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* An Applicant may request the Authority's General Counsel to deem certain sections of its Application containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

**G. News Releases**

No news releases pertaining to this Prequalification Applications or any project to which it may relate shall be made without the Authority's approval.

**H. Affirmative Action**

The Applicant must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it

does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Applicant must complete the appropriate forms. The following are included in Section VI:

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

However, if an Applicant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report (“Form AA-302”).

**I. Small Business Enterprises Requirements**

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1, et seq.*).

**J. Division of Revenue Registration**

Pursuant to the terms of *N.J.S.A. 52:32-44*, Contractors are required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into a contract with the Authority. **The contract shall not be entered into by the Authority unless the Applicant first provides proof of valid business registration.** In addition, Contractors are required to receive from any sub-consultant it uses under the contract, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a contract unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Applicant’s and any sub-consultants’ Certificate of Registration with the Application. (Exhibit 11)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

**K. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117**

Following the contract award, successful bidders will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority’s PMM Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will prepare a contract for execution.

**L. Affidavit of Moral Integrity**

Together with the Application, the Applicant must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority’s General Counsel. (Exhibit 4)

**M. Code of Ethical Standards**

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics

("Code"), a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting an Application, Applicant agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

**N. Applications Become Property of the Authority**

All Applications shall become the property of the Authority upon receipt and will not be returned.

**O. Right To Audit Clause**

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

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

**P. Ownership Disclosure Form**

Each Applicant shall return to the Authority with its Application a completed, Ownership Disclosure Form set forth as Exhibit 5. Failure to include the completed and signed form may be grounds for rejection of the Application.

**Q. Vendor Disclosure Form N.J.S.A. 52:34-13.2**

*N.J.S.A. 52:34-13.2* requires that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject of the contract. Each Applicant shall return to the Authority with its Application as completed, dated and certified Vendor Disclosure Form set forth as Exhibit 6.

**R. Notice to All Proposers of Set-Off for State Tax**

Each Applicant shall return to the Authority with its Application a signed and dated "Notice of Set-Off for State Tax" set forth as Exhibit 8 which advises Proposers of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

**S. Affidavit of Non-Collusion**

Each Applicant shall return to the Authority with its Application a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit 10. Failure to include the completed and signed form may be grounds for rejection of the Application.

**T. Disclosure of Investment in Iran**

New Jersey Public Law 2012, C.25 (*N.J.S.A. 52:32-55*) requires all parties seeking to enter into a contract with the Authority to disclose whether or not the business is engaged in specific investment activities in Iran. Each Applicant shall return to the Authority with its Application the completed dated form entitled “Disclosure of Investment Activities in Iran” as set forth in Exhibit 7. Failure to include the completed and signed form may be grounds for rejection of Applicant’s Application.

**SECTION VI**  
**EXHIBITS AND APPENDICES**

**EXHIBIT 1**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to this Request for Bids. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the Authority's record of notices to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

**NOTE: IF NONE, BIDDER MUST INDICATE NONE ON FIRST LINE BELOW AND SUBMIT SIGNED FORM.**

Title of Addendum/Revisions	How Received (mail, fax, etc)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement by bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

**EXHIBIT 2**

**AFFIRMATIVE ACTION INFORMATION SHEET**

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED SERVICES AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE APPLICATION.

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.  
(OR)

2. The Applicant has submitted a Certificate of Employee Information Report pursuant to (N.J.A.C. 17.27-1.1) and The State Treasurer has approved said report.

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number \_\_\_\_\_  
(OR)

3. If Applicant has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

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

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

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_

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

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

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**EXHIBIT 3**

**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 SERVICES AGREEMENTS**

During the performance of the 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 be 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, of with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, 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 to 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 Agreement, 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 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to the contract do hereby agree that the provision of *N.J.S.A. 10:5-31 et seq.* dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of the Services Agreement and are binding upon them.

Submitted by:

**Firm Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**EXHIBIT 4**

**AFFIDAVIT OF MORAL INTEGRITY**

STATE OF \_\_\_\_\_

Ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ (Pres., Vice Pres., Owner/Partner) of

\_\_\_\_\_ (Applicant), being first duly sworn, deposes and says:

1. That the Applicant wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Application and Request for Bids.

2. That as of the date of signing this Affidavit, neither Applicant nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: **(If none, so state):**

3. Applicant further states that neither the Applicant, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, *non vult* or *nolo contendere* to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Applicant authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

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

6. That the undersigned, being authorized to act on behalf of Applicant certifies that I am personally acquainted with the operations of said Applicant, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Applicant as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public  
Title

\_\_\_\_\_  
(Corporate Seal)

**EXHIBIT 5**

**OWNERSHIP DISCLOSURE FORM**  
(see page 45)

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of 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.

Company Name: \_\_\_\_\_ (Signature)  
 Address: \_\_\_\_\_ PRINT OR TYPE: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ PRINT OR TYPE: \_\_\_\_\_ (Title)  
 FEIN/SSN#: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT 6**

**VENDOR DISCLOSURE FORM**

Please be advised that, the New Jersey Turnpike Authority (the “Authority”) has developed this form under the policy and procedures in accordance with *N.J.S.A. 52:34-13.2*. Under this order, the Authority 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 Authority shall insure that all Proposers seeking to enter into the Services Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the Services Agreement will be performed;  
and
- b. Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

LOCATION BY COUNTRY WHERE SERVICES UNDER THE SERVICES AGREEMENT WILL BE PERFORMED:

**The Applicant** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Applicant: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT 7**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**RFP Number:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Executive Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

**You must provide a detailed, accurate and precise description of the activities of the Applicant, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: _____ Relationship to Applicant: _____	
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Applicant Contact Name: _____ Contact Phone Number: _____	

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that**

**I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.**

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**EXHIBIT 8**

**NOTICE TO ALL PROPOSERS 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 the Agreement 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 to the set-off to the taxpayer, the provider of goods or services, or the contract 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 R.S. 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 (c.52:32-32et 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 9**

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

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

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT  
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF \_\_\_\_\_

:SS

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_ in the firm of \_\_\_\_\_  
(Name) (Title, Position, etc.)

\_\_\_\_\_, the Applicant making the Prequalification Application for the Services referenced herein; that I executed said Application with full authority to do so; and that the Applicant acknowledges our 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 in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Application and in this affidavit 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 Application and in statements contained in this affidavit in prequalifying the Applicant.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Applicant, and as may be permitted by law.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**EXHIBIT 11**

**NJ DIVISION OF REVENUE BUSINESS REGISTRATION  
[Attach]**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:  
<http://www.nj.gov/treasury/revenue/forms/njreg.pdf>

**EXHIBIT 12**

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

**SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM**

If Applicant 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 with your Application. 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

Woman Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_

**Applicant Name:** \_\_\_\_\_

## APPENDIX A TO PREQUALIFICATION APPLICATION

### SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE

Service Provider Location No. 2 Interchange 2	Area of Responsibility Interchange #1 - Interchange #2 Northbound Interchange #3 - Interchange #2 Southbound <b>Contracts to be awarded: 2</b>
Service Provider Location No. 4 Interchange 4	Area of Responsibility Interchange #5 - Interchange #4 Southbound Interchange #3 - Interchange #4 Northbound Total Miles: 18.2 <b>Contracts to be awarded: 1</b>
Service Provider Location No. 5 Interchange 5	Area of Responsibility Interchange #4 - Interchange #5 Northbound Interchange #7 - Interchange #5 Southbound Total Miles: 21.5 <b>Contracts to be awarded: 1</b>
Service Provider Location No. 7 Interchange 7	Area of Responsibility Interchange #5 - Interchange #7 Northbound Interchange #8 - Interchange #7 Southbound Total Miles: 19 <b>Contracts to be awarded: 1</b>
Service Provider Location No. 9 Interchange 9	Area of Responsibility Interchange #8 to Interchange #9 – North Interchange #11 to Interchange #9 – South <b>Contracts to be awarded: 3</b>
Service Provider Locations No. 13 Interchange 13	Area of Responsibility Interchange #12 - Interchange #13 Northbound Interchange #15E- Interchange #13 Southbound Total Miles: 10.1 <b>Contracts to be awarded: 2</b>
Service Provider Location No. 15E Interchange 15E	Area of Responsibility Interchange #13 to Interchange #15E – North Interchange #17E to Interchange #15E – South Interchange #15W to Interchange #15E – South Interchange #15E to Interchange #14 – South (shared with SPL 13) <b>Contracts to be awarded: 3</b>

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

Service Provider Location No. 15W Interchange 15W	Area of Responsibility Interchange #15E to Interchange #15W – North Interchange #16W to Interchange #15W – South <b>Contracts to be awarded: 2</b>
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Service Provider Location No. 18W Interchange 18W-E	Area of Responsibility Interchange #16W to Rt. 46 Interchange –North Interchange #16/18E and Interchange #17E Entry to Rt. 46 Interchange – North <b>Contracts to be awarded: 2</b>
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**APPENDIX B TO PREQUALIFICATION APPLICATION**

**ZONE LOCATIONS ON GARDEN STATE PARKWAY**

<b>Zone 5</b>	<b>Milepost</b>	<b>78.5</b>	<b>to</b>	<b>Milepost</b>	<b>89</b>	<b>1 contract available</b>
<b>Zone 6</b>	<b>Milepost</b>	<b>89</b>	<b>to</b>	<b>Milepost</b>	<b>99</b>	<b>1 contract available</b>
<b>Zone 7</b>	<b>Milepost</b>	<b>99</b>	<b>to</b>	<b>Milepost</b>	<b>105.1</b>	<b>2 contracts available</b>
<b>Zone 8</b>	<b>Milepost</b>	<b>105.1</b>	<b>to</b>	<b>Milepost</b>	<b>112.3</b>	<b>1 contract available</b>
<b>Zone 9</b>	<b>Milepost</b>	<b>112.3</b>	<b>to</b>	<b>Milepost</b>	<b>118.5</b>	<b>1 contract available</b>
<b>Zone 10</b>	<b>Milepost</b>	<b>118.5</b>	<b>to</b>	<b>Milepost</b>	<b>126.6</b>	<b>1 contract available</b>

## APPENDIX C TO PREQUALIFICATION APPLICATION

### **NEW JERSEY TURNPIKE ADMINISTRATIVE CODE, N.J.A.C.19:9-3.1 (TOWING RATES)**

#### 19:9-3.1 Towing Rates

- (a) Towing rates charged by Authority-authorized companies on the Turnpike and Garden State Parkway shall not exceed the following rates or such rates as may be approved and amended by the Commissioners from time to time, in accordance with P.L. 2003,c79 (N.J.S.A.27:23-42(b)(7) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the rules on agency rulemaking N.J.A.C. 1:30.
1. Class 1 Vehicles (under 6,999 lbs. registered gross vehicle weight “GVW”):
    - i. Service charge of \$60.00; plus
    - ii.
    - iii. \$2.00 per mile on Turnpike and Garden State Parkway up to a maximum, including the service charge, of \$80.00.
    - iv.
  2. Other classes of Vehicles (7,000 lbs. and over registered GVW):
    - i. Service charge of \$100.00 for straight truck (up to 14,999 pounds gross vehicle weight), car with trailer, or trailer without car and \$250.00 for tractor-trailer or bus (15,000 pounds or more gross vehicle weight); plus
    - ii.
    - iii. \$3.00 per mile on Turnpike and Garden State Parkway up to a maximum, including the service charge, of \$130.00 for straight truck, car with trailer, or trailer without car and \$5.00 per mile for tractor-trailer or bus up to a maximum, including the service charge, of \$300.00; plus
    - iv.
    - v. An additional charge of \$25.00 for connecting air lines and \$25.00 for connecting lights.
    - vi. An additional charge of \$45.00 for disconnecting drive shaft on all trucks.
    - vii. An additional charge of \$40.00 per axle for removing axle; and
    - viii.
  3. Winching and wrecking (all classes of vehicles):
    - i. \$60.00 per hour for a light wrecker;
    - ii. \$100.00 per hour for a heavy wrecker; and
  4. Specialized equipment:
    - i. \$250.00 per hour for specialized equipment, including but not limited to Landoll Hydraulic Trailer with tractor, Oskosh, box trailer with tractor and driver.
    - ii. \$450.00 per hour for Rotator 60-ton capacity and up, and for 50 ton construction crane.

(b) Storage rates charged by Authority-authorized companies shall not exceed the following rates or such rates as may be approved and amended by the Commissioners from time to time in accordance with P.L. 2003, c79 (N.J.S.A. 27:23-42(b)(7) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et. seq. and the rules on agency rulemaking N.J.A.C. 1:30:

1. Cars: First 24 hours free; \$25.00 per day thereafter.
2. Vehicles up to 14,999 GVW: First 24 hours free; \$75.00 per day thereafter.
3. Vehicles over 14,999 GVW:
  - i. All except buses: First 24 hours free; \$75.00 per unit per day thereafter;
  - ii. Buses: First 24 hours free; \$150.00 per day thereafter

## **NEW JERSEY TURNPIKE ADMINISTRATIVE CODE, N.J.A.C. 19:9-3.2**

### **(ROAD SERVICE RATES)**

#### 19:9-3.2 Road service rates on the Turnpike and Parkway

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

1. Road service charge: \$30.00;
2. Motor fuel/oil: Cost of product plus road service charge;
3. Tire change: Road service charge;
4. Tire repair/replacement: Cost of product plus road service charge;
5. Battery service: Road service charge; and
6. Water: Road service charge.

- (b) Road service rates on the Parkway for Class 1 vehicles charged by Authority-authorized towing and emergency service providers shall conform with the following rates or such rates as may be approved and amended by the Commissioners from time to time in accordance with P.L.2003, c79 (N.J.S.A. 27:23-42(b)(7) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

1. Road service charge: \$30.00
2. Motor fuel/oil: Cost of product plus road service charge;
3. Tire change: Road service charge;
4. Tire repair/replacement: Cost of product plus road service charge;
5. Battery service: Road service charge; and
6. Water: Road service charge.



## APPENDIX E TO PREQUALIFICATION APPLICATION

### **NEW JERSEY TURNPIKE ADMINISTRATIVE CODE, N.J.A.C. 19:9-2.12 (PROCEDURE TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS)**

#### 19:9-2.12 Procedure to resolve protested solicitations and awards

- (a) Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract or its prequalification status or classification may protest to the Authority. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the protestant bases its protest.
- (b) Upon the filing of a timely protest, the Executive Director or his or her designee shall have the authority to conduct a hearing, to settle and resolve a protest of an aggrieved bidder, offeror or contractor concerning the solicitation or award of a contract or its prequalification status or classification, with the Executive Director retaining authority for the final decision of the Authority. This authority shall be exercised in accordance with the Administrative Procedure Act, [N.J.S.A. 52:14B-1 et seq.](#)
- (c) If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. The decision shall state the determination made and reasons for the action taken. The decision shall be mailed or furnished promptly to the protestant and any other interested party.
- (d) A decision under (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.
- (e) In the event of a timely protest under (a) above, the Authority shall not proceed further with the solicitation, or with the award of the contract until the decision is rendered under (c) above, or until the Executive Director after consultation with the Director of Procurement and Materials Management Department or Chief Engineer makes a written determination that the continued solicitation or award of the contract without delay is necessary to protect the interest of the Authority or the public.

**APPENDIX F TO PREQUALIFICATION APPLICATION**

**RECEIPT**

<b>NEW JERSEY TURNPIKE AUTHORITY - Garden State Parkway Division</b>					
Authorized Garage <b>Muldoon Towing</b> King Georges Rd, Woodbridge, N.J. 07095 732-442-8600					Ald #
Date:	Time :	Milepost	State/ Plate #	Vin#	Truck #
Patron Name:		Vehicle Year	Make	Model	Driver
Address:		Telephone #		A.A.A. Member #	
<i>Towing Services</i>			<i>Road Service \$30.00 plus cost of product</i>		
<b>THERE IS NO CHARGE FROM THE EXIT TO THE CONTRACTOR'S GARAGE</b>			2 gallons of gas	\$30.00 + \$1.50 per gallon x gal. =	\$
			1 quart of oil	\$30.00 + \$2.00 per quart x qt. =	\$
<b>Class 1 (up to 6,999 GVW)</b>			Water	\$30 Road Service Charge Only	\$
Tow Fee \$80 +	\$2.00 per mile x _____ miles	Price \$	Battery Boost	\$30 Road Service Charge Only	\$
<b>Class 2 (up to 14,999 GVW)</b>			Tire Change	\$30 Road Service Charge Only	\$
Tow Fee \$100 +	\$3.00 per mile x _____ miles	Price \$	Lock Out	\$30 Road Service Charge Only	\$
<b>Class 3 (over 14,999 GVW)</b>			<b>Total Road Service Charges</b>		
Tow Fee \$250 +	\$5.00 per mile x _____ miles	Price \$	<b>Repair Services</b>		
Axles - \$40.00 per axle	Price \$		Work Performed	Parts	\$
Air - Lights - \$25.00 each	Price \$			Labor	\$
Pull Drive Shaft - \$45.00	Price \$		<b>Total Repair Charges</b>		
Landoll trailer w/ tractor & driver \$250.00 per hr. X _____ hrs.	\$		<b>Storage Rates</b>		
Rotator 60 ton + / Const.Crane 50 ton \$450.00 per hr. X _____ hrs.	\$		<b>First 24 Hours are FREE</b>		
Stand-by/ Waiting Time	\$ _____ per hr. x _____ hrs.	\$	Class 1-(Under 6,999 GVW)-\$25.00 per day	x _____ days =	_____
<b>Alternate Destination Tow</b>	Miles _____ Price \$		Class 2 (Under 14,999 GVW)-\$75.00 per day	x _____ days =	_____
<b>Winching</b>			Class 3 (Over 14,999 GVW)-\$150.00 per day	x _____ days =	_____
Light Duty - \$80.00 per hour x _____ hours	Price \$		Buses - \$150.00 per day	Storage Total\$	
Heavy Duty - \$100.00 per hour x _____ hours	Price \$		<b>Remarks</b>		
<b>Total Charges</b>					
Paid By: Cash VISA MC AMEX	Subtotal \$				
	Tax \$				
Credit Card #(last 4 digits)					
<b>Total Charges \$ _____</b>			<b>Patron Signature</b>		
Please Call with any questions or Concerns regarding your towing experience N J Turnpike (732) 442-8600 ext 5180 G S Parkway (732) 442- 8600 ext.2416					



## APPENDIX H TO PREQUALIFICATION APPLICATION

### ACCESS AGREEMENT - EQUIPMENT

**THIS ACCESS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ and \_\_\_\_\_ between \_\_\_\_\_ [EQUIPMENT OWNER] with its principal place of business at \_\_\_\_\_ [insert address] (hereinafter, "Grantor") and \_\_\_\_\_ [TOWING COMPANY] with its principal place of business at \_\_\_\_\_ [insert address] (hereinafter, "Grantee"), (the Grantor and Grantee are collectively referred to as the "Parties").

#### WITNESSETH

In consideration of the mutual benefits to be derived from this Access Agreement, the Parties agree as follows:

1. Grantor agrees that Grantee shall have the right to enter the Grantor's property at \_\_\_\_\_ (the "Property") to access the equipment set forth in Paragraph 3 hereof.
2. Grantor shall provide Grantee access to Grantor's Property and the equipment set forth in Paragraph 3 below, twenty-four (24) hours per day, seven (7) days per week.
3. Grantor shall provide such entry to the Property to permit Grantee to access, for Grantee's off-site use, one (1) heavy-duty wrecker that complies with the requirements set forth in this Prequalification Application (the "Equipment").
4. Grantor acknowledges and agrees that Grantee will use the Equipment to perform a contract, if awarded to Grantee by the New Jersey Turnpike Authority, for Routine Towing and Emergency Services on the Garden State Parkway (the "Towing Contract").
5. Grantor acknowledges and agrees that the Equipment that is the subject of this Access Agreement must be properly registered, insured, certified and/or permitted as required by the New Jersey Department of Motor Vehicle regulations, or other applicable regulatory agencies. All Equipment must bear a New Jersey Turnpike Authority garage registration number as supplied by the New Jersey Turnpike Authority and in compliance with N.J.S.A. 27:23-6.2.
6. Grantor acknowledges and agrees that the Equipment will be subject to inspection by New Jersey Turnpike Authority personnel. Grantor agrees to provide New Jersey Turnpike Authority personnel with access to the Property and Equipment at any time during the term of this Access and Use Agreement.

7. The term of this Agreement shall commence on the date that Grantee is awarded the Towing Contract, if at all, by the New Jersey Turnpike Authority and shall remain in force and effect throughout the term of the Towing Contract.

8. Grantor and Grantee agree that performance under this Access Agreement will comply with all applicable local, State and Federal laws and regulations, with generally-accepted industry standards, and with the requirements of Grantee's Prequalification Application to the New Jersey Turnpike Authority.

9. All correspondence relating to this Agreement shall be forwarded by telecopy (with hard copy to follow) to the Parties as follows:

To Grantor:

To Grantee:

cc to: Director of Procurement and Materials Management  
New Jersey Turnpike Authority  
P. O. Box 5042  
Woodbridge, New Jersey 07095-5042

10. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

11. This Agreement contains the entire agreement between the Parties pertaining to the subject matter herein.

12. No agent, employee, or other representative of either party is empowered to alter or amend any of the terms of this Access Agreement, unless such alteration or amendment is in writing and has been signed by an authorized representative of each of the Parties, and subject to the written consent of the New Jersey Turnpike Authority. This provision cannot be orally waived.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date and year set forth above.

**Grantor**

\_\_\_\_\_

By: \_\_\_\_\_

**Grantee**

\_\_\_\_\_

By: \_\_\_\_\_

## APPENDIX I TO PREQUALIFICATION APPLICATION

### DRAFT AGREEMENT FOR ROUTINE TOWING SERVICES

THIS AGREEMENT dated \_\_\_\_\_, 2016 and effective 12:01 a.m., \_\_\_\_\_, 2016 (“Effective Date”) by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the “Authority”); and \_\_\_\_\_ (the “Contractor”).

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

WHEREAS, the Authority solicited and evaluated proposals submitted under a competitive bid procurement process for selection of qualified, authorized towing contractors to provide efficient routine towing on the [New Jersey Turnpike] [Garden State Parkway] for Service Provider Zone \_\_; and

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

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

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

1. DEFINITIONS.

(a) “The Authority” shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq., and shall be the members of the Authority acting in accordance with such statute;

(b) “Contractor” shall mean \_\_\_\_\_;

(c) “Services” shall refer to the routine towing of patron vehicles and of Authority owned and leased vehicles on the New Jersey Turnpike in accordance with the Prequalification dated \_\_\_\_\_ (a copy of which is attached hereto as Exhibit A and made a part hereof) and the Request for Bids, dated \_\_\_\_\_ (a copy of which is attached hereto as Exhibit B and made a part hereof), collectively with this Agreement, the “Contract”).

2. SERVICES. The Contractor agrees to provide routine towing on the New Jersey Turnpike as more fully described in Section II of the Prequalification and Section II of the Request for Bids.

3. TERM. This Contract will commence upon the Effective Date and will continue for a term of four years unless terminated earlier in accordance with the terms of Section 4 below.

4. TERMINATION AND SUSPENSION: The Contract may be terminated by the Authority at any time for inadequate or improper performance, or for any material breach of any terms, conditions, or obligations of the contract by the Contractor, as determined by the Authority, or if the Contractor shall make an assignment for

the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the Contractor and the act of bankruptcy therein alleged is not denied by the Contractor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate the Contract for any reason provided written notice has been given by the Authority to the Contractor at least thirty (30) calendar days prior to such proposed termination date. The Notice of Termination shall be in writing, shall be sent by overnight courier to the Contractor's address set forth herein and shall be effective the day after transmission.

If the Authority, in its sole discretion, determines that Contractor's inadequate or improper performance and/or other breach of any of the terms, conditions, or obligations of the Contract is curable, the Authority may, in its sole discretion, choose to suspend the contract to permit the Contractor the reasonable opportunity to cure the breach. Such suspension shall be for such time as Contractor shall require to cure the breach, but in no event less than 30 days. Such suspension shall have no effect on the term or termination date of the Contract. Notice of such suspension shall be in writing, shall be sent by overnight courier to the Contractor's address set forth herein and shall be effective the day after transmission. If, within 30 days of the receipt of the Notice of Suspension, Contractor fails to demonstrate to the Authority's reasonable satisfaction that the breach has been cured, the Authority may, in its sole discretion, immediately terminate the contract by providing notice in writing to the Contractor.

The Authority reserves the right, in its sole discretion, to suspend or terminate this Contract without any prior written notice where the continuance of the Contract presents a danger to the health, safety and welfare of Authority patrons.

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

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

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

If, during the pendency of the Contract, Contractor is, for a period of 30 days or longer, the sole authorized routine towing Contractor for Service Provider Zone \_\_\_\_, then upon notice from the Authority, Contractor shall be responsible for and shall pay to the Authority the entire Zone Fee set forth in the Bid Specifications for that Service Provider Zone for that period

6. ANNUAL NON-REVENUE TOLL ALLOWANCE. The Authority will assign an appropriate Annual Non-Revenue Toll Allowance which may be utilized by Contractor under the terms of this Contract. The Allowance shall be determined at the sole discretion of the Authority. Contractor must comply with the terms of this Contract, including the maintenance of a valid, active, and funded New Jersey E-ZPass account, to receive and/or utilize this Annual Non-Revenue Toll Allowance.

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

7. INSURANCE. For this Contract, the Contractor shall procure and maintain at its own expense for the entire term of the Contract, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts provided in Section III of the Request for Bids.

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

8. INDEMNIFICATION. The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without limitation, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Contractor or the Authority) resulting from any act, omission, negligence or willful misconduct of the Contractor or any of its officers, agents, subcontractors or employees in any manner related to the subject matter of this Contract. A Contractor's duty to defend and indemnify the Authority extends to any lawsuit or other action in any venue, regardless of whether the allegations made are in dispute by the Contractor. The obligations in this Section shall survive the termination, expiration or rescission of this Contract.

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

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

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

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

11. PERSONAL LIABILITY. In carrying out the provisions of this Contract, or in exercising any power or authority granted it by its position, the Contractor agrees that neither the Commissioners of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Contractor with any liability.
12. COMPLIANCE WITH ALL LAWS. The Contractor shall perform the Services under the Contract in compliance with all applicable Federal, State, local laws, ordinances, rules, regulations and orders.
13. GOVERNING LAW. The terms of this Contract shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Contract shall be brought only in the Superior Court of the State of New Jersey, County of Middlesex.
14. INDEPENDENT CONTRACTOR. Neither the Contractor nor the Authority shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Contractor shall perform its obligations pursuant to this Contract as an independent contractor.
15. ASSIGNMENT. This Contract, or any part thereof, shall not be subcontracted or assigned by the Contractor without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.
16. MODIFICATIONS. This Contract may only be amended or modified in writing and signed by the Authority and the Contractor.
17. PARTIES BOUND. This Contract shall be binding upon the Authority and the Contractor, their respective successors and assigns.
18. AUDIT. The Authority or its duly authorized representative shall have the right to conduct an audit of all funds, records, receipts, memoranda, claim files and other materials concerning the administration of the towing program that is the subject of this Contract. Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed with regard to the provision of towing services. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records specific to the Contract. Such records shall be retained by Contractor for at least five (5) years after termination of the Contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years or during any dispute or claim between the Authority and the Contractor with regard to the Contract.

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

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

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

21. INTEGRATION. To the extent that there exist any inconsistencies between (i) this Agreement, (ii) the Request for Bids, (iii) the Prequalification Application and any addenda thereto, including the written answers to questions posed during the Prequalification Conference, (iv) any and all other documents issued with respect to Towing Services, or (v) the Contractor's Bid, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

1. Agreement
2. Bid Specifications;
3. Prequalification Application and any addenda thereto, including the written answers to questions posed during the Mandatory Prequalification Conference;
4. Any and all other documents issued with respect to Towing Services.
5. Contractor's Bid

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

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Sheri Ann Czajkowski  
Secretary

By: \_\_\_\_\_  
Joseph W. Mrozek  
Executive Director

[Corporate Seal]

Approved by the Law Department:

\_\_\_\_\_  
Bruce A. Harris  
General Counsel

## APPENDIX J TO PREQUALIFICATION APPLICATION

### 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 Appendix are material terms of any contract entered into by the Authority.

#### **DEFINITIONS**

For the purpose of this Appendix, 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 THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT**

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement 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 Procurement and Materials Management 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 prepare the Services Agreement for execution. 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.