

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BID (“RFB”) FROM THE AUTHORITY’S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW. FOR RECORD KEEPING PURPOSES, THE AUTHORITY REQUESTS THAT THE BIDDER COMPLETE THIS FORM AND RETURN IT TO THE PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT, EVEN WHEN A BIDDER IS DOWNLOADING THE RFB. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS.

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

New Jersey Turnpike Administrative Offices
P.O. Box 5042
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Ext. 8632 Fax - 732-750-5399

**TITLE: COLLECTION, TRANSPORTATION AND DISPOSAL
& ROADWAY SWEEPING**

BID NO: RM-110341

DUE DATE: 9-9-14

TIME: 11:00 AM

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

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FAX NO

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER (SPECIFY) _____

SECTION I

A. INTRODUCTION

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

The Authority is governed by an eight member Board of Commissioners (“Board”). The Governor of New Jersey appoints each of its members and has the statutory authority to overturn an action of the Board by vetoing any Board action within 10 days of receiving the minutes of the meeting. The Board authorizes awards of all public contracts over \$35,000, except in cases where it has delegated authority to the Executive Director.

This bid solicitation is being conducted pursuant to the Authority’s enabling statute as found in N.J.S.A. 27.23-6.1 and Executive Order number 37 (Corzine 2006) and the regulations and policies of the Authority with regard to public bid procurement.

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request of Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:
 - (a) Bid Bond or Cashier’s Check for 10% of the amount Bid or a Letter of Surety
 - (b) Stockholder/Partnership Disclosure Statement
7. See the Authority’s Instruction to Bidders for a complete list of the Authority’s standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.

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

SECTION II

A. INTENTION

1. Sealed Bids for RM-110341 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of : COLLECTION, TRANSPORTATION AND DISPOSAL FOR ROADWAY SWEEPING
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for two years with the option to extend for an additional two-year term at the Authority’s discretion and the vendor’s concurrence.
6. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 or jparmigiani@turnpike.state.nj.us

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Written requests can be submitted by FAX at 732-750-5399.
3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority’s interpretation of such ambiguity or inconsistency.
4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure’s, alterations, or items not called for in this “RFB” or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where “exceptions” are permitted.

5. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the proposal on items other than what is specified, and wishes the items proposed to be considered as an “Approved Equivalent”, the Bidder shall enter a price on the Bid sheet then submit on the Exception Sheet in the exact format of the line item on the RFB contained herein, the item number, an item description including manufacturers name, model number, informational brochure(s), and packaging quantities of those items that the Bidder proposes to substitute.

C. BASIS OF AWARD

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected.**
2. **Bidders must quote only one price per line item. If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsive Bidder for the total line items Bid.

D. MISCELLANEOUS

1. Delivery Date _____
(Insert if applicable)
2. Payment Terms: The Authority’s standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

Discount: Maximum time period _____
 Percentage _____

Note: Although prompt payment discounts will not be considered in determining low Bid, the Authority reserves the right to take advantage of any such discounts offered.
3. The successful bidder will be required to provide a contract bond if stated in the specifications and **(if awarded) 10 % of contract amount.**

BID QUOTATION SHEET

Item No.	Location	Loading, Separating Transporting & Recycling/ Disposal Reuse of: ID-27 Materials.	Approximate Quantities	Total Price
1	District 2 NJ Turnpike Mile Post 38 N Mt. Laurel, NJ	\$ _____ /Ton	700 Tons	\$ _____
2	District 5 NJ Turnpike Mile Post 81 S Milltown, NJ	\$ _____ /Ton	500 Tons	\$ _____
3	District 6 NJ Turnpike Mile Post 101.7 N Elizabeth, NJ	\$ _____ /Ton	1500 Tons	\$ _____
4	District 8 NJ Turnpike Mile Post 112 S Secaucus, NJ	\$ _____ /Ton	250 Tons	\$ _____
5	District 7 Garden State Parkway Mile Post 154 N Clifton, NJ	\$ _____ /Ton	250 Tons	\$ _____
6	Interchange 131 Garden State Parkway Mile Post 131 N Woodbridge, NJ	\$ _____ /Ton	250 Tons	\$ _____
7	District 5 Garden State Parkway Mile Post 116 S Holmdel, NJ	\$ _____ /Ton	500 Tons	\$ _____
8	District 2 Garden State Parkway Mile Post 41 S Absecon, NJ	\$ _____ /Ton	250 Tons	\$ _____
TOTAL OF LINE ITEMS 1 THROUGH 8 = \$ _____				

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX TO 732-750-5399 NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

NEW JERSEY TURNPIKE AUTHORITY

Andrea E. Ward
Director, PMM Department

Name of Company / _____
Authorized Signature of Bidder

E. SIGNATURE PAGE

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

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

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

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

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

4. **AUTHORIZED SIGNATURE:** _____

Print Name and Title: _____

Bidder: _____

Address: _____

City, State, Zip: _____

E-mail address _____

Telephone #: _____ Fax: _____

Date: # _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-110341

PROPOSAL TITLE: THE COLLECTION, TRANSPORTATION AND DISPOSAL

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

Name of Company _____

Reason you did not respond (Check all that apply)

- _____ Cannot supply product or service
- _____ Cannot meet technical specifications
- _____ Cannot meet delivery specifications
- _____ Cannot meet legal requirements
(i.e. Bid/performance/security/insurance, etc.)
- _____ Cannot provide a competitive price at this time
- _____ Interested in receiving specifications for informational purposes only
- _____ Insufficient lead time to respond
- _____ Other:(please be specific) _____

Do you wish to remain on our mailing list?

_____ Yes _____ No

Additional comments: _____

Signed :(optional) _____

Company: _____

**SPECIFICATIONS
FOR THE
COLLECTION, SEPARATION, TRANSPORTATION AND RECYCLING
OF SCREENED ROADWAY SWEEPINGS**

Overview:

The contractor shall provide, without limitation, to all facilities, labor, equipment, and materials necessary to sample, screen, load, transport, and recycle/reuse processed Roadway Sweepings intended for beneficial use. Defined and regulated at N.J.A.C. 7:26 et seq., work is completed quarterly, or as needed, as determined by the appropriate supervisor, at four (4) New Jersey Turnpike Maintenance Facilities (Districts 2, 5, 6 & 8) and four (4) Garden State Parkway Maintenance Facilities (Districts 7, 5, 131 yard & 2). The Authority requires that the processed material be beneficially reused or recycled.

Work to include sampling and analytical testing in accordance with the NJDEP Technical Regulations – Soil Cleanup Criteria, management of roadway sweepings, beneficial use and other applicable guidance documented via the Division of Solid Waste Management, from the NJTA Maintenance Facilities listed in accordance with all applicable federal, state, county and local rules and regulations including but not limited to, NJAC Title 7 and 29 CFR 1910.120 (e).

1. It is understood that the frequency and volume as identified in the Request for Bid (“RFB”) represent the Authority’s best estimate as to what is necessary for its needs. The Authority reserves the right to add or delete volume, adjust the frequency of pick-ups, and/or request additional pick-ups on an as needed basis. The Contractor agrees that there shall be no additional charge for these changes beyond the Contractor’s charge as bid, pursuant to the “RFB” herein.
2. The Contractor shall be responsible for preparation of all required documentation and filing of all required reports associated with the collection and disposal of Roadway Sweepings. In addition, the Contractor shall provide the Authority an itemized report (by Facility) on a calendar year basis, detailing total tonnage of Roadway Sweepings removed.
3. The Contractor shall be responsible for clean-up and remediation of any materials which spill, or are caused to be spilled, by the Contractor while engaged in the performance of its duties under this Notice of Award (“NOA”).

Scope

A. Mobilization

Upon Notification of Award, the Contractor must contact Mr. Eric R. Babek, Project Supervisor, Buildings Division, at 732-442-8600 extension 2897, to coordinate mobilization of equipment or containers (if applicable) and to establish a plan for routing of Contractor's vehicles in and out of applicable Authority Facilities

B. Screening

Contractor is required to screen material previously swept off the roadway and stockpiled at Maintenance districts listed in "RFB". Soil type material screened is to be removed by the Contractor and reused for beneficial use or recycled. Objectionable material that is screened out, does not pass through the screen (trash, bottles, etc), is to be set aside and loaded into Authority contracted roll-off containers, and removed by the Authority.

- a. Final screen should be no larger than 1 ½" square screen.
- b. The Authority reserves the right to have the Contractor re-screen material additional times to ensure a reasonable, minimum level of soil mixed with trash, as determined by the project supervisor.

C. Removal And Disposal

- a. The Contractor shall assume total responsibility for the waste materials until the recycling/disposal/reuse is completed. The contractor is responsible for assessing the stockpiles at the locations where they are currently situated.
- b. The Contractor must meet all current federal, state and local regulations, guidelines and ordinances for handling and transportation of Roadway Sweepings recycling/reuse purposes. Transportation of solid waste for disposal must be conducted by a **Licensed New Jersey Solid Waste Transporter**.
- c. If the Contractor chooses to recycle stockpiled Roadway Sweepings, the Contractor must provide the Authority with copies of all documentation pursuant to the recycling operation, including, but not limited to, recycling credit grant information to the appropriate county, if required. The determination of the suitability of waste material for recycling will be the sole responsibility of the Contractor, who will be responsible for providing all analytical testing which may be required by the state or local agencies for recycling purposes.
- d. The Contractor may reuse stockpiled materials only with the prior written approval of the Authority and, if applicable, the New Jersey Department of Environmental Protection.

Facility Access

A. Access To Facility Sites

- a. Access to the Facility Sites requiring collection and recycling/reuse of Roadway Sweepings services under these Specifications may not be available to the Contractor via Federal, State, county and/or local road systems with free public access, and may require payment of toll. The Contractor is encouraged to utilize these facilities, where available, in order to reduce its expenses; however, the Contractor may elect and/or be required to utilize the Authority Properties to gain access to the Facility Site, subject to the following terms and conditions:
 - i. Contractor vehicles utilizing the Authority's property and rights of way shall be subject to the same terms, conditions, tariffs, regulations, etc., as the general motoring public. A copy of the current Authority Rules and Regulations, as applicable, may be obtained by the Contractor at no expense to the Contractor, by application and request to the Authority's constituent services office, or off our website at: www.state.nj.us/turnpike
 - ii. The Authority toll charges for Contractor vehicles providing equipment or services under these Specifications are not reimbursable to the Contractor by the Authority under the provisions of this (“NOA”).
 - iii. Contractor's vehicles shall not use Z-turns, grade-separated U-turns (with the exception of U-turns adjacent to Turnpike Maintenance Districts 4, 5, & 6), or make U-turns across the median. **In addition, vehicles are not permitted to cross Toll Plaza areas.** Any vehicle making any illegal movement will be subject to a summons by the New Jersey State Police.

NOTE: If entrance to the Turnpike is made via an Interchange, the driver of the vehicle shall receive a toll ticket for that particular class of vehicle or utilize E-Z Pass lanes, if the Contractor has an active E-Z Pass account. After the visit has been made, the vehicle must exit at another Interchange in the proper direction in the same manner as upon entering; a manual lane, if they accepted a toll ticket, or an E-Z Pass lane.

- b. All work performed by the Contractor under this (“NOA”) shall be confined to the period of 8:30 a.m. through 4:00 p.m. local time for Turnpike locations, and 7:30 am through 2:30 pm for Parkway locations, on Monday through Friday herein, except as authorized otherwise in writing by the Director of Maintenance or his designee.

B. Traffic Permit –

The Contractor shall apply for a Traffic Permit at least ten (10) working days prior to the time the Contractor intends to start any operations at the Project site.

The Contractor's application shall include complete information, data and/or sketches covering the following:

- (a) The nature and location of the work.
- (b) Contractor's Superintendents names for the day and night shifts with telephone numbers.
- (c) Other information as requested by the Director of Maintenance.

These methods will be reviewed by the Director of Maintenance and once approved by the Director of Maintenance it will be in the form of a Traffic Permit issued to the Contractor by the Turnpike Traffic Engineer through the Director of Maintenance. An addendum to the Traffic Permit will be required each time any of the above items (a) through (c) are revised.

If the approved methods of operation are not strictly adhered to by the Contractor, the Director of Maintenance has the right to direct any work which in the Director of Maintenance's opinion is not approved under the Traffic Permit, be immediately discontinued. Such work shall not be resumed until the Director of Maintenance is assured and determines that the work will be performed in conformity with the approved methods of operation. The Contractor shall have no claim against the Authority for losses or delays caused by such stoppage of work.

C. Contract Period

- a. The initial service period shall commence on the date of the Notice of Award accompanying these Specifications, and shall terminate at 11:59:59 PM, local time, two years from such date ("Initial Maintenance Period").
- b. If the Authority determines, in its sole discretion, that the Contractor's services are satisfactory and chooses to extend the Contract, and the vendor is willing to extend and continue under the same terms and conditions, the Authority reserves the right to make a one year extensions of this contract.
- c. In the event that the Authority exercises its right to extend the Contract, the original bid prices may be subject to renegotiations; provided that such renegotiations shall not result in any bid item increase exceeding ten percent (10%) from the Initial Maintenance Period or additional term, whichever is applicable and must be approved by the Director of Maintenance.

D. Methods Of Payment/Invoicing

All accounts payable/invoicing requests submitted to the Authority by the Contractor shall be submitted monthly on official Contractor Invoice forms, in accordance with the Authority's normal accounts payable procedures and requirements. The Contractor's Invoice shall list all facilities serviced and their corresponding service charge itemized in sufficient detail to enable the Authority to match each and every component charge to the corresponding line item as described in the "RFB" herein. All Contractor Invoices shall reflect the services rendered from the first to the last day of each service period; inclusive. Under no circumstances will the Authority prepay for services not rendered.

The Contractor will be required to furnish service slips that indicate the date, container size, weigh slips, and location of facilities serviced. A service slip must be generated for each facility every time service is rendered. It is required that Contractor personnel and the Authority representative print and sign their name on the respective service slip subsequent to service(s) rendered. One (1) copy of the service slip shall remain with the Authority representative, and the other copy is to be submitted along with the invoice. **There must be strict compliance with this requirement at all times.**

All account payable/invoicing requests must be submitted to:

New Jersey Turnpike Authority
Department of Finance & Budgets
Accounts Payable Section
P. O. Box 5042
Woodbridge, NJ 07095-5042

E. Conflict In Terms/Validity

- A. The language contained in these Specifications shall supersede any inconsistent language set forth in the "Instruction to Bidders" provided herewith.
- B. If, for any reason, these Specifications are not in compliance with current applicable law, statutes, or regulations, then these Specifications shall be modified, to the extent necessary, to comply with applicable law and or regulation.

Additional Bid Documentation

Provide the following documentation with the bid or the bid may be rejected.

- A.** A notarized statement on Contractor's letterhead, signed by a Principal or Officer of the firm, indicating:
1. The Contractor shall load, transport, store, and recycle/reuse all the Authority Roadway Sweepings in accordance with all applicable Federal and State laws and regulations including, but not limited to, EPA, DOT, OSHA, and NJDEP rules and regulations, and those regulations concerning loading, transporting, storing and disposing of Roadway Sweepings, which apply in all jurisdictions where the Contractor shall conduct business relating to the handling of the Authority's Roadway Sweepings.
 2. The number of years that the Contractor has been engaged in the business of collection and disposal of Roadway Sweepings.
 3. A list of at least three (3) present and/or former customers for whom the Contractor is providing/has provided similar equipment and services, including the following information, at a minimum:
 - a. Company Name
 - b. Company Mailing Address
 - c. Company Telephone Number & Email
 - d. Companies Contact Person
- B.** Copies of valid, applicable Federal and State Permits authorizing the Contractor to conduct all aspects of business associated with the transportation, storage, and recycle/reuse of Authority's Roadway Sweepings; specifically:(2) State approval A-901 License for evidence the issuance of a solid waste transporter license; (3) solid waste transporter decal with DEP registration number.
- C.** Complete listing of ultimate recycle/reuse sites which the Contractor proposes to use in conjunction with this "NOA".

New Jersey Turnpike Authority

DRAFT CONTRACT

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____, having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

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

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all 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 the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

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

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Ann Czajkowski
Secretary to the Authority

BY _____
Joseph W. Mrozek
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name
Title

BY _____
Name
Title

[Corporate Seal]