

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. 8640 Fax - 732-750-5399

TITLE: **TRAFFIC CONE TRUCKS**

BID NO: **R-107406**

DUE DATE: **4-30-14**

TIME: **11:30 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

WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

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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 **R-107406** 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 **Traffic Cone Trucks.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact Richard Bava with any questions regarding this procurement contract at 732-750-5300 x-8636, or rbava@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.**
3. Written requests can be submitted by FAX at 732-750-5399.
4. 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.

5. 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.

6. **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 or decreases 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.

BID QUOTATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	3	EA	TRAFFIC CONE TRUCKS AS PER ATTACHED SPECIFICATIONS	\$	\$

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: R-107406

BID TITLE: TRAFFIC CONE TRUCKS

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

Name of Company _____

Reason you did not respond (Check all that apply):

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

Do you wish to remain on our mailing list?

Yes No

Additional comments: _____

Signed: (optional) _____

Company: _____

ADDITIONAL YEARS PURCHASING OPTION, for R-107406

BID TITLE – TRAFFIC CONE TRUCKS

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

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

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

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

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

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

NEW JERSEY TURNPIKE AUTHORITY

GENERAL INSTRUCTIONS AND SPECIFICATIONS FOR: 40,000 LBS. GVWR CAB & CHASSIS WITH ALUMINUM PLATFORM BODY AND ACCESSORIES

Quantity	Description	Maximum Delivery Date
3	40,000 lbs. G.V.W.R. Conventional Cab & Chassis Equipped with Aluminum Platform Body and Accessories	180 Days After Receipt of Order

SPECIFICATIONS:

CC-2014 CAB CHASSIS

APB-2014 ALUMINUM PLATFORM BODY

LBS-2014 LIGHTBAR STANCHION

RL-2014 ROTATOR LIGHTS

7PTC: 7-POLE ROUND PIN TRAILER CONNECTORS ON TRUCKS AND TRAILERS

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

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

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the attached specifications must be brought to the attention of the New Jersey Turnpike Authority's Director of Procurement and Materials Management at 732-750-5300 before bid submission date. If, with knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this Agreement unless and until approved and accepted.

PILOT MODEL: Questions, which arise before or during the preparation of the pilot model, shall be addressed in writing via e-mail from the vendor to Peter Perperas (Project Supervisor), perperas@turnpike.state.nj.us at the New Jersey Turnpike Authority on a not to delay basis.

The awarded bidder shall make available one **fully completed** pilot model for inspection and approval by the Authority. The unit shall be transported (responsibility of the awarded vendor) to the NJTA Garden State Parkway Division's Telegraph Hill Maintenance Facility located at Garden State Parkway Exit 116 in Holmdel, NJ 07733.

DELIVERY INSTRUCTIONS: Vendor must contact Peter Perperas (Project Supervisor) at 732-442-8600 ext. 2868 for authorization to schedule date and time prior to delivery. All units must be pre-delivery serviced, completely assembled, operational, and cleaned prior to delivery. **Deliveries shall be made to the NJTA Garden State Parkway Division Telegraph Hill Central Maintenance Facility located at GSP Exit 116 in Holmdel, NJ 07733.**

- A. Vendor shall be responsible for all delivery, shipping and pick-up expenses.
- B. The following administrative package **must** accompany all deliveries:
- **Certificate of Origin:** stamped “Sales Tax Satisfied” and shall be made out to New Jersey Turnpike Authority, 581 Main St. Woodbridge, NJ 07095. Certificate of Origin shall have current date and be hand delivered to Peter Perperas after final acceptance of complete order.
 - **Invoice:** purchase order number must be displayed on vendors invoice. Invoice shall have current date and be hand delivered to Peter Perperas after final acceptance of complete order.
 - Warranty forms properly executed.
 - Four (4) keys for each vehicle shall be furnished (each vehicle shall have an independent key code). Successful bidder must supply a key code listing for each vehicle identification number. **NO EXCEPTIONS**
 - Four (4) keys, keyed alike for toolboxes or similar compartments shall be furnished for each vehicle. **NO EXCEPTIONS**
 - State MVC (Motor Vehicle Commission) required inspection stickers shall be provided with each vehicle upon delivery.
 - A 30 day temporary registration tag shall be applied to each vehicle.
 - Federal Safety Inspections shall be performed and stickers shall be attached to the vehicles prior to delivery.
- C. All units shall be delivered with a **minimum** of a half tank of fuel.

WARRANTY: All units delivered must be guaranteed to be free from defects in materials, design and workmanship for a **minimum** of one (1) year (see additional warranty coverage’s in specification) from the time of acceptance by the New Jersey Turnpike Authority. All warranties shall start upon written acceptance of units by the New Jersey Turnpike Authority. Warranty must include service availability from any manufacturers authorized dealer establishment most closely located to Parkway and Turnpike area. This repair facility may not be further than 100 miles from Telegraph Hill Central Maintenance Facility in Holmdel, NJ 07733 or Central Shops Maintenance Facility located in Hightstown, NJ 08520. If warranty service is required, the vendor who supplied the unit shall provide for pickup, delivery and repair of unit at no charge to the New Jersey Turnpike Authority. The vendor shall also have a program to include an in-house warranty. All warranty periods shall start from date of acceptance of unit by the New Jersey Turnpike Authority.

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

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

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

MANUFACTURER'S PRODUCTION SHEET: The vendor shall furnish one (1) copy of the actual Factory Production Sheet for each unit provided. The copies of the Factory Production Sheet shall be submitted at the time of the Authority's inspection of the unit.

TRAINING: It shall be the responsibility of the successful bidder to supply all safety, operational and service training to New Jersey Turnpike Authority personnel in accordance with all applicable ANSI and OSHA regulations. The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner manual, along with actual operation of equipment. The instructor shall emphasize all proper uses for safe operation. The training shall include but not limited to all general troubleshooting of the hydraulic system and associated electronics. The instructor shall also emphasize the proper use of tools and test equipment along with general shop safety. The service seminars shall be similar to factory and manufacture type schools. The training shall be scheduled and take place at one (1) site with a minimum of four (4) hours training at the site designated by the New Jersey Turnpike Authority.

LABELS: Plastic stick-on labels shall not be acceptable.

ADVERTISEMENTS: No Dealer advertisements shall appear on unit or any other related equipment.

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

FACILITIES: Bidders shall represent a manufacturer, which has in operation a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacturer(s) whose associated equipment or products are bid shall have a full service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100 mile radius of either Central Shops Maintenance Facility (exit 8 on the NJ Turnpike) located in Hightstown, NJ 08520 or Telegraph Hill Central Maintenance Facility (exit 116 on the GSP) located in Holmdel, NJ 07733. This facility will be required to establish an in-house warranty program and provide all warranty work related to the equipment in the bid proposal. The bidder shall submit the locations, names and telephone numbers of people who are authorized to service the equipment or who can be reached for emergency service.

Location _____

Phone # _____

Contact _____

Name & Title

SPECIFICATIONS: CC-2014

CAB CHASSIS

BIDDER'S INSTRUCTIONS

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

GENERAL:	COMPLY	
	YES	NO
A. 2015 or new current model International 7400 or approved equivalent SBFA (Set Back Front Axle) 4 x 2, 6-wheel configuration.		
FRAME:		
A. 10.125" x 3.580" x 0.312" 120,000 psi minimum main frame rails, one piece.		
B. 10.813" x 3.892" x 0.312" full "C" channel reinforcement, one piece extending the entire length of main frame.		
C. 3,580,800 RBM (Resisting Bending Movement) minimum .		
D. Huck fasteners shall be used for all cross members, fuel tank, and battery box brackets.		
E. Heavy-duty channel type front bumper with ends swept back at 30° angles and bolt-on front tow hooks with opening through bumper.		
F. Bolt-on or welded frame sections shall not be acceptable.		
G. Bolt-on front tow hooks with opening through the bumper. One right and one left, within easy access to afford quick operator hook up of tow chain. Hooks shall be of drop forged steel with a minimum of 44,500 lbs. working load. Grade 8 bolts shall be used to attach hook to chassis. Each hook shall be curved upward to assure tow chain will not fall off when no tension is present. Welded on hooks shall not be acceptable.		
H. Electro-statically painted frame rails. Written certification is required.		
I. The wheelbase shall be 165", cab to axle shall be 90", and AF shall be as required for body.		
J. 40,000 lbs. G.V.W.R.		
K. The Authority reserves the right to determine final CA and AF dimension at issuance of Purchase Order.		
FRONT AXLE:		
A. 14,000 lbs. capacity front axle.		
B. Greaseable drag link and tie rods.		
FRONT SUSPENSION:		
A. 14,000 lbs. capacity front suspension.		

B. Parabolic taper-leaf front springs with shock absorbers.		
C. Spring pins shall be rubber bushed and maintenance free.		
D. 2,000 lbs. capacity auxiliary front springs.		
REAR AXLE:		
A. 26,000 lbs. capacity single reduction with driver controlled main locking differential.		
B. Axle switch shall be LED back-lighted.		
C. An automatic disengage feature shall be supplied to disengage the locking mechanism after the vehicle reaches a speed of 25 mph.		
D. Factory installed synthetic gear lube and magnetic drain plug shall be installed.		
E. Axle ratio shall enable vehicle to cruise at 65 mph at maximum G.V.W.R.		
REAR SUSPENSION:		
A. 31,000 lbs. capacity vari-rate rear springs.		
B. Include 4,500 lbs. capacity multi-leaf auxiliary springs.		
BRAKES:		
A. Brake pedal and valve shall be firewall suspended.		
B. ABS anti-lock air brakes.		
C. Diagnostic electronic capability shall inform operator and the mechanic of any malfunctions including area of system failure.		
D. Air dryer.		
E. "S" cam type on front and rear shoes.		
F. 13.2 cubic foot gear driven air compressor with dual air supply gauges.		
G. Air pressure gauges shall be located in the instrument cluster.		
H. Automatic slack adjusters.		
I. Air tanks shall be aluminum and painted black.		
J. All air lines shall be color coded.		
K. Dust shields shall be provided on front and rear brakes.		
L. Parking brake alarm shall be provided. Horn shall sound when parking brake is not set with ignition off and any door opened.		
STEERING:		
A. Full hydraulic power steering.		
B. Steering column shall be tilt style.		
EXHAUST SYSTEM:		
A. Horizontal diesel particulate filter shall be located outside frame rail and under cab floor.		
B. Exhaust pipe shall be vertically mounted on a bracket and attached to the frame rail.		
C. 90° curved exhaust pipe and heat shield shall be supplied.		
ELECTRICAL:		
A. Programmable electrical system with self-diagnostics. System shall be designed to isolate electrical problems on the input/output side of circuit and display fault codes. Color coded and continuously numbered wiring shall be supplied.		
B. All electronically controlled accessory equipment shall be interfaced to a Body Integrated Remote Power Module mounted inside cab; up to 6 outputs and 6 inputs, maximum 20 amps per channel, maximum 80 amps for each required module. (Includes 2 dash-mounted switch packs with 6 switches		

latched or momentary/labeled and back-lighted) with this system including but not limited to switches, controls and indicators. Anticipated provisions shall be communicated to the chassis manufacture prior to chassis build.		
C. All circuits shall be protected by manual reset circuit breakers or fuses shall be mounted in the OEM central power distribution panel.		
D. A pre-trip inspection to test exterior light functions shall be supplied that shall enable the operator to test the exterior lights (body lights, parking lights, headlights low& high beam, right/left/rear turn lights, brake lights, and warning rotator lights) by means of a button located in the cab.		
E. Three (3) 12-volt 1950 CCA maintenance free batteries with over crank protection. Batteries shall be mounted on a steel (powder coated black) box with aluminum (not painted) cover.		
F. AM/FM radio with weather band, clock, and speakers.		
G. Turn signal switch shall include “flash to pass” feature.		
H. Daytime running lights, fender mounted dual faced amber/amber directional lights in addition to front corner directional shall be provided.		
I. Taillights shall have a separate 8' of cable for left and right side body lights.		
J. Stop, turn, tail, and back-up lights shall be a Truck Lite model LED or approved equivalent.		
K. The following lights shall automatically turn on when wiper switch is engaged: <ul style="list-style-type: none"> • Headlights • Taillights • Marker lights 		
L. Five (5) LED cab marker lights shall be provided.		
M. Wipers shall have two (2) speeds with washer and intermittent feature. Wiper control shall force wipers to their slowest intermittent speed when parking brake is set and wipers are left on for more than 30 seconds.		
N. 165-amp Delco Remy 36SI brushless, pad mounted with remote voltage sensor or approved equivalent alternator.		
O. Gauges & Lights: <ul style="list-style-type: none"> • Oil pressure • Water temperature • Warning lights • Voltmeter • Speedometer • Tachometer • Odometer • Trip miles • Engine hours • Trip hours 		
P. Dual electric horns.		
Q. Dual single tone rectangular chrome air horns mounted on top of cab with snow shields.		
R. Back-up alarm shall be a Preco 45-AA or approved equivalent. Shock mounted alarm shall be mounted under right taillight.		
S. Body builder harness shall be located outside of cab. Included shall be		

stop, tail, turn, and marker light circuits, ignition controlled auxiliary feed, and ground.		
T. Chassis manufacture shall supply 2-way radio wiring with 20 amp fuse protection. Shall include 5 amp fuse and be routed to overhead radio console.		
U. A weatherproof module for body builder connections shall be located inside the cab.		
V. All switches must be back-lighted and (OEM) labeled.		
W. All electrical powered auxiliary equipment not installed by chassis manufacturer shall be wired in accordance with section A & B (ELECTRICAL) and include proper circuit protection. All wiring shall be installed in a weather tight junction box or weather pack connector. Solderless connectors is unacceptable. Any holes drilled for installation of accessories, wiring, brackets, etc. shall be properly primed, sealed with silicone and painted prior to installation to prevent rust.		
X. In addition to the control switch, all lighting and accessories shall turn off with ignition key “off” except for Federal D.O.T. requirements.		
Y. It shall be the responsibility of the body supplier to ensure capability of installed equipment with switches provided by chassis manufacturer. The following switches shall be provided by the chassis manufacturer and will be incorporated in the chassis standard wiring and circuit protection: <ul style="list-style-type: none"> • Front rotators • Rear strobes NO EXCEPTIONS		
ENGINE:		
A. Electronic, 6-cylinder turbo-charged diesel engine.		
B. 310 Horsepower minimum @ 2000 rpm.		
C. 1050 lb./ft. Torque minimum @ 1050 rpm.		
D. 570 Cubic inch displacement.		
E. Replaceable “wet type” cylinder piston liners. Oil cooled pistons.		
F. Positive valve rotators on both intake and exhaust valves.		
G. Heavy-duty starter with over crank protection.		
H. Cruise control integral with steering wheel.		
I. Provision for remote mounted engine control to include wiring for body builder installation of PTO controls, ignition switch controlled.		
J. Heavy-duty radiator with two (2) speed air operated fan drive.		
K. Ethylene Propylene Diene Monomer (EPDM) hoses or approved equivalent.		
L. Constant torque heat shrink radiator clamps.		
M. 120-volt engine block heater with weather protected flip plug cover shall be located under driver’s door.		
N. Extended long life coolant protected to at least -40° F. The system shall be tagged indicating make, type of anti-freeze and degree of protection.		
O. Low coolant level warning light and audible alarm.		
P. Automatic engine shutdown system for oil pressure, coolant temperature, and coolant level with a 30 second delay and auto override.		
Q. Heated fuel/water separator.		
R. Integrated fuel pressure sensor.		
S. All engine and emission related system fluids shall remain as a stable		

liquid unaided within the normal expected vehicle ambient temperature operating range of -20° F to 100° F.		
T. Oil pan: an extended life coated oil pan consisting of metal/plastic/metal construction shall be provided. The material shall be a single sheet composite with two (2) layers of sheet metal sandwiching plastic material. The triple composite shall have an electro-deposition prime coat with powder coating for the final finished coat. Written certification is required.		
TRANSMISSION:		
A. Allison 3000 RDS or approved equivalent.		
B. Five (5) forward speeds automatic with dash mounted push button control.		
C. Included shall be a transmission oil cooler and temperature gauge.		
D. Synthetic transmission fluid shall be used and installed by OEM.		
E. Furnished PTO provision and dash mounted temperature gauge.		
F. Chassis manufacturer installed PTO accommodation for electric cover hydraulic PTO with dash mounted, back-lighted switch and indicator light in gauge cluster. Shall have wiring incorporated and over-speed protection programmed within the OEM electrical system.		
FUEL TANK:		
A. 50-gallon minimum capacity aluminum fuel tank mounted under cab and shall include stainless steel straps.		
B. Thermostat controlled electric fuel heater and filter with filter restriction/change indicator.		
C. Fuel tank shall be labeled in 1" high green letters " DIESEL FUEL ONLY ".		
D. Vent tube for fuel tank shall be attached to a bracket via zip-tie.		
FRONT TIRES & WHEELS:		
A. Two (2) Goodyear or approved equivalent 12R22.5, 16 ply highway tread radials.		
B. Hub piloted black powder coat paint 8.25" steel disc wheels.		
REAR TIRES & WHEELS:		
A. Four (4) Goodyear or approved equivalent 12R22.5, 16 ply highway tread radials.		
B. Hub piloted black powder coat paint 8.25" disc wheels.		
C. Rear plain black mud flaps (No Advertisements).		
PINTLE HOOK AND PLATE:		
A. The pintle hook shall be rated at 20 tons.		
B. The pintle hook shall include a secondary cable tethered safety pin with a double wire tab lock. A cotter pin and chain shall not be an acceptable secondary lock pin arrangement.		
C. A ½" thick by at least 36" wide formed steel plate, full width of chassis frame rails, with a 3" return flange at the bottom shall be bolted to the chassis frame.		
D. Bottom and side support gussets shall be included.		
E. Two (2) swivel ¾" cold rolled steel "D" loops, 3" i.d. shall be attached to the bottom flange.		
F. Properly sized grade 8 bolts shall be used throughout the installation.		
G. The pintle hook height shall be 26" from ground to center of hook.		
H. A non-metallic weatherproof seven (7) pole round pin trailer socket shall		

be mounted through the hook plate on the upper left side of the pintle hook and OEM wired to the chassis as outlined in Specifications: 7PTC. Exact location shall be determined by contacting the NJTA Inspector prior to mounting.		
I. The pintle hook shall be attached to the frame plate with grade 8 bolts in accordance to the manufacturer's specification.		
J. An electronic brake controller in addition to the ABS brake controller shall be cab mounted and wired into the seven (7) wire plug as per Specifications: 7PTC. Exact location shall be determined by contacting the NJTA Inspector prior to mounting.		
CAB:		
A. Conventional galvanized steel cab.		
B. Hood shall be a 3-piece design with stationary bright finished grille.		
C. Odometer shall display miles, trip miles, engine hours, trip hours, and engine/vehicle system codes.		
D. Included shall be cab rear air bag suspension.		
E. All glass shall be tinted.		
F. Body builder "knockout" shall be provided in cab floor for body builder connections.		
G. Air operated, high-back vinyl driver seat with headrest and lumbar support and inboard armrest.		
H. High-back vinyl non-suspended passenger seat with headrest.		
I. 3-Point seatbelts with automatic retractors.		
J. Overhead console with radio pocket wired as described in Paragraph T of ELECTRICAL Section.		
K. Include shall be front storage pockets.		
L. Dome light, left and right interior courtesy lights shall be mounted on door pockets. Lights shall activate when doors are opened.		
M. Dual sun visors.		
N. In-dash cup holder.		
O. Driver's door storage pocket.		
P. Interior grab handles on both sides.		
Q. Chrome exterior grab handle with rubber insert-drivers side of cab.		
R. Exterior mirrors shall be approximately 16" x 7" with break-away style "C" stainless steel brackets and convex mirrors. A look down 6" x 10" panoramic mirror shall be mounted above passenger door. Both primary mirrors shall be motorized and controlled by a switch located in cab within easy reach of the driver. Primary and convex mirrors shall be thermostatically heated.		
S. HVAC system shall include heater/defroster/air conditioning. Air conditioning system shall have self-diagnostic features with dash displayed fault codes.		
T. Standard instrumentation packages shall be included with plug in type gauges.		
U. Hood wheel well rubber fender extensions shall not be acceptable.		
MISCELLANEOUS:		
A. Provided and install in cab a dry chemical 5 lb. "UL" listed fire extinguisher suitable for ABC class fires. A quick-release type metal bracket shall be used to mount extinguisher. Location shall be near driver's side door		

(beside seat, if possible) with handle facing rear.		
B. Provide a D.O.T. approved reflective triangle kit in cab.		
PAINT:		
A. All metal parts shall have the mill scale and oil removed by means of a high-pressure chemical cleaner prior to painting.		
B. All frame and running gear shall be painted manufacturers black.		
C. The top of the hood shall be painted non-reflective flat black.		
D. The other sections of the cab shall be painted with DuPont Dulux Omaha Orange Enamel # 93-082 or approved equivalent. Paint shall be applied in a two-step process with the orange base coat and additional polyurethane overcoat.		
E. Wheels, bumper, battery box (not battery cover), frame, and engine oil pan shall be powder coat painted.		
F. All aluminum and stainless steel shall be left its natural color.		
DIAGNOSTIC, REPAIR & PARTS:		
A. Diagnostic and repair information for transmission, air-brake system, and other installed components shall be Web-based or PC based software.		
B. Three (3) complete sets of factory diagnostic and repair vehicle interface software, to include all necessary cabling and connections for a laptop computer or a hand held device shall be supplied.		
MANUALS:		
A. Detailed schematic and description of all body hydraulics, electrical, and other components not installed by chassis manufacturer shall be provided. Three (3) of each of the following manuals in either paper form or computer disc shall be supplied upon delivery: Operation, Repair, Maintenance, Parts, and Electrical.		

**SPECIFICATIONS: APB-2014
ALUMINUM PLATFORM BODY**

BIDDER'S INSTRUCTIONS

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

GENERAL:	COMPLY	
	YES	NO
A. Aluminum platform body with removable stake racks and accessories.		
B. The platform body shall be mounted onto the chassis designated in this specification (CC-2014).		
DIMENSIONS:		
A. The following shall be the dimensions of the aluminum platform body: <ul style="list-style-type: none"> • Usable Flatbed Length: approximately 216" • Outside Body Length: approximately 230" • Outside Body Width: approximately 96" 		
BODY CONSTRUCTION:		
A. The aluminum platform body shall be installed directly onto the truck chassis specified in this bid by means of a minimum of eight (8) U-bolt mounting kits.		
B. The body shall be equipped with a bulkhead and stake pockets along with stake racks all around, which can be easily installed and removed.		
C. The side stake pockets shall be an external design with a rub/tie rail welded to the outside of each stake pocket.		
D. The rear stake pockets shall be an internal design.		
E. All mechanical fasteners shall be stainless steel.		
F. The platform longitudinals shall be 6" I-Beams, 6061-T6 material with an attached channel with slot incorporated into the bottom flange.		
G. A rubber 1½" thick inserted into the bottom flange.		
H. The hardness of the rubber insert shall be a minimum of 60 dinometer.		
I. The cross-members shall be 4" I-Beam, 6061-T6 material 2.7 lbs./ft.		
J. The cross members shall be installed on 12" centers except for the rear 4' which shall be on 10" centers.		
K. Additional cross-member material shall be installed front to rear above the longitudinals and between each cross-member (interlaced).		

L. Being used for interlacing shall be 4" channel 1.85 lbs./ft.		
M. Each cross member shall be gusseted to the longitudinals using ¼" x 3".		
N. There shall be two (2) gussets on each cross-member.		
O. The outside perimeter of the body shall be 6" channel with the floor being ¼" diamond plate.		
P. Each cross member shall be continuously welded to the perimeter on ends and alternating welds front and rear to the platform deck with a minimum of 72" of weld each.		
Q. The side stake pockets shall be 3/16" formed aluminum on 24" centers.		
R. The body rub/tie rail shall be ¾" x 3" flat bar (6061-T6 material) shall be welded to the outside of the stake pockets.		
S. The rear stake pockets shall be welded internally to the rear perimeter rail.		
FLOOR TIE-DOWNS:		
A. Six (6) recessed hooks shall be installed in the platform floor for securing cargo.		
BULKHEAD:		
A. The bulkhead shall be fabricated from ¼" smooth aluminum, 5454-H34 material.		
B. The bulkhead shall be properly reinforced with top edge at cab roof height.		
C. The front of the bulkhead shall be reinforced around the perimeter with 4" channel and attached to the front of the body.		
D. A window (an integral part of the bulkhead with water jet cut holes) approximately 16" x 30" located to accommodate the chassis cab window.		
E. All welding on the bulkhead shall be continuous.		
F. The bulkhead shall be one piece and must withstand wind resistance.		
STAKE RACKS:		
A. The side and rear stake rack sections shall consist of five (5) formed aluminum slats measuring ⅛" x 1" x 5" approximately 48" long.		
B. The overall height shall be 40".		
C. Slats shall be formed for added strength and shall be welded to the vertical posts.		
D. The vertical posts shall be 4" channel x 1.73 lbs./ft, 6061-T6 material.		
E. The rear and one (1) stake rack section on each side shall be hinged and swing outward for easy access to the body.		
F. Each shall be hinged from a permanently mounted post.		
G. Rack sections shall have sliding posts to allow the rack to be swung open and closed without lifting the section upward but rather sliding the post upward and out of the pocket.		
H. Each swing out section shall need a retainer to keep them in the open and or closed position.		
I. Clips and hinges used to secure the sections together shall be stainless steel and or aluminum.		
J. A locking mechanism shall be provided to secure each stake rack section in the stake pocket.		
TOOL HOLDER:		
A. Total of six (6) aluminum brackets shall be fabricated. The purposes of these brackets are to securely hold tools such as shovels and rakes.		
B. Four (4) brackets installed on the rear corner stake sections, two (2) on each		

side.		
C. The two (2) other brackets, one (1) shall be installed on each rear rack on the inner side of the inner post with a bottom so that when the racks swing the tools stay in place.		
PLATFORM BODY DUAL RETRIEVAL STANDS:		
A. The purpose of these retrieval stands is to provide two (2) separate locations immediately behind the cab, one (1) on the curbside and one (1) on the street side to facilitate dispensing and retrieving traffic cones to and from the roadway.		
B. All safety provisions shall be supplied to protect the personnel during this operation.		
C. Both front corners of the platform body: <ul style="list-style-type: none"> • Each front stake rack sections (approximately 48") shall be removed and stored near the rear of the body, inside the other racks with a bumper on the top to keep from clanking together. • The removable side perimeter (approximately 48") shall be removed and stored in a storage rack mounted on the bulkhead. • The platform floor section (approximately 48") shall be hinged upward/forward and pin locked or latched against the bulkhead. 		
D. By doing this will expose a secondary platform area (approximately 48" long x 26" deep), having an aluminum grate bottom, a corner step to access the platform with a corresponding handle attached to a permanent post, a fold down seat from the front, and a height adjustable retaining bar to prevent personal from falling outward.		
E. Each retrieval stand shall have a recessed tie down on the inner front corner beside the seat; this is in place for a safety harness system.		
F. The secondary platform floor (retrieval stand) shall be approximately 18" from the ground and strong enough to support 500 lbs. The entire assembly shall be attached to the body and not the frame of the chassis. The assembly shall be all aluminum construction with stainless steel bolts, pins, and latches.		
G. No sharp edges shall be exposed in this working area.		
HYDRAULIC TAILGATE:		
A. Capacity: 2,500 lbs.		
B. Thieman Model WT40EST9048+10 or approved equivalent.		
LIFTGATE:		
A. The platform shall be constructed of aluminum diamond plate and shall be properly crossed braced measuring a minimum of 90" x 48" plus a 10" wide ramp.		
B. The platform shall be continuously welded (all vertical and horizontal extrusions) with weep holes in the up position.		
C. Dual hydraulic cylinders shall be used to close the platform.		
D. Equipped shall be dual safety latches in both the closed and loading positions.		
E. Integral safety storage latches shall be located on the side corner posts.		
F. Dual or single lift and closing cylinders with adjustable shafts for platform height adjustment shall be provided with pivot pins manufactured from stress proof material with zinc-chromed plating.		
G. Adjustable idler arms shall be provided to adjust platform angle.		
H. Cast bronze bushings and lubrication fittings shall be provided at critical		

pivot points.		
I. The hydraulic tailgate shall be operated by a self-contained 12-volt electric hydraulic pump system installed on the chassis cab.		
J. A snubber kit shall be provided in order to reduce movement during travel.		
K. A cab mounted disconnect switch (one of the chassis cab furnished OEM switches with an indicator light shall be used) and circuit breaker shall be provided.		
L. There shall be a total of three (3) control stations, one (1) at each outer rear corner of the platform with an in/out and an up/down control, and one (1) on the internal deck area of the platform at the right rear corner with only an up/down control.		
M. The deck area control shall be mounted on the rear corner post and accessible with the rear swing out racks open and closed.		
N. All the lift gate manufacturers warning decals shall be placed on the body in conjunction with end users reflective red/white conspicuity tape.		
SIGN STORAGE BOX:		
A. One (1) aluminum fabricated storage box shall be provided to securely hold twelve (12) sign panels 48" high x 48" long.		
B. The box shall be open at the rear with chain retainers.		
C. Chain retainers shall attach to the box with a latch in two (2) locations.		
D. The sign box shall be mounted on the platform of the truck at the right rear corner using stainless steel hardware.		
E. Mounting holes shall also be located at the left rear corner for the sign storage box.		
PORTABLE SIGN STANCHION HOLDER:		
A. The sign box shall have a bolt on bracket made to switch from the left side to the right side of the box all depending on which side of the flatbed the end user places the sign box.		
B. This bracket shall be made to fit a total of six (6) portable sign stanchions.		
SPLASHGUARDS & MUD FLAPS:		
A. The platform body shall be equipped with a splashguard in the front of the rear tires and a mud flap at the rear.		
B. The splashguard shall be aluminum construction same as the body and the mud flaps shall be flexible black vinyl or rubber construction suspended from the body.		
C. The mud flaps shall be centered directly behind the wheels and be equipped with an anti-sail brace.		
REAR STEPS:		
A. Four (4) aluminum ladders with two (2) Bustin or approved equivalent safety steps on each shall be flex mounted on the frame of the platform.		
B. Two (2) per side, one (1) at the center of the side swing out stake rack and one (1) near the rear corner.		
C. Each ladder shall have a spring loaded latch to hold each ladder in the open and/or closed position.		
TOOLBOXES:		
A. Four (4) aluminum toolboxes, two (2) measuring 48" long x 18" high x 24" deep (in front of the rear tire) and two (2) measuring 36" long x 18" high x 24" deep (behind the rear tire), shall be mounted under the platform—one (1) set each on the curbside and roadside.		

B. The toolboxes shall be mounted on an aluminum angle/bracket frame, which shall be bolted to the chassis frame with all stainless steel hardware.		
C. The toolboxes shall be bolted to the brackets.		
D. A full length stainless steel hinged door with a three-point "T" lock shall be provided.		
E. The doors shall have two (2) chain supports to limit the travel of the door at 90°.		
WHEEL CHOCKS:		
A. Four (4) aluminum wheel chocks fabricated from Bustin or approved equivalent grip tread and aluminum plate shall be mounted inside the toolbox, two (2) in each box.		
B. The wheel chocks shall be in the rear corner of the front box and in the front corner of the rear box.		
C. The chocks shall be mounted one on top of the other with hooks and a bungee strap holding them in place.		
LIGHTS & ELECTRICAL:		
A. All lighting shall be in compliance with DOT FMVSS-108 Regulations.		
B. All electrical wiring shall be enclosed in vinyl loom and have water tight connections.		
C. All splices shall be encased in heat shrink tubing and silicone used at any void where water and/or contaminants could enter.		
D. There shall be a total of four (4) clearance lights and side lights and three (3) triple identification rear lights.		
E. Lights shall be LED type.		
WORK LIGHTS:		
A. Total of six (6) halogen (flood type) work lights shall be mounted to the body.		
B. One (1) on each side of the body shall be mounted between the under body of the platform and above the under body toolbox in front of the rear tires, one (1) shall be mounted on each corner of the body facing toward the rear at 45° and one (1) shall be mounted on each corner of the bulkhead facing towards the rear. Exact locations shall be determined by contacting the NJTA Inspector prior to mounting.		
C. The work lights shall be wired to the chassis cab OEM back-lit rocker type switches on the dash.		
D. One (1) back-lit rocker switch labeled "Work Lights-Side", one (1) back-lit rocker switch labeled "Work Lights-Rear", and one (1) back-lit rocker switch labeled "Work Lights-Top".		
LIGHT BAR STANCHION:		
A. See Specifications: LBS-2014.		
ROTATOR LIGHTS:		
A. See Specifications: RL-2014.		
REAR WARNING LIGHTS:		
A. Two (2) Whelen Amber LED, 500 Series lights, Model 01-0664003-AO or approved equivalent shall be mounted to each rear post. Whelen model 5BRUSH aluminum guard or approved equivalent shall be mounted with each light head to protect from impact damage. The set of four (4) lights, two (2) on each post, shall provide a criss-cross pattern (left top to right bottom and right top to left bottom). Exact location shall be determined by contacting the NJTA		

Inspector prior to mounting.							
B. Hydraulic tailgate shall not conceal view of rear warning lights.							
C. The rear warning lights shall be wired to the chassis cab OEM back-lit rocker type switch on the dash and labeled "Rear Warning Lights".							
CAB CHASSIS OEM DASH SWITCH LOCATIONS:							
A.							
Factory Installed Switch	Factory Installed Switch	Lift Gate Master	Not Used	Not Used	Not Used		
Rotator Lights	Rear Warning Lights	Work Lights Top	Work Lights Side	Work Lights Rear	Not Used		
RUST PROOFING:							
A. The entire cab chassis shall be undercoated and rust proofed before installing all of the body components.							
B. The complete under side of the body and toolboxes shall be undercoated.							
C. Ziebart formula "A" Black, Super Extra Black, and Super Extra Clear or approved equivalent in appropriate areas.							
D. Warranty certificate from issuing dealer shall be provided at time of delivery.							
E. Warranty certificate shall be original copy. NO EXCEPTIONS							
F. Rust proofing shall not be required or recommended for aluminum items.							

**SPECIFICATIONS: LBS-2014
LIGHT BAR STANCHION**

BIDDER'S INSTRUCTIONS

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

LIGHT BAR STANCHION:	YES	COMPLY NO
<p>A. Two (2) rotor light stanchion mounting bracket shall be fabricated as follows:</p> <ul style="list-style-type: none"> • Bracket base shall be a minimum of 6" x ¼" rolled steel plate cold pressed to conform to the outside of the chassis frame in an inverted "L" shape, the base shall have two (2) 21/32" holes drilled in the vertical portion at evenly space intervals to match exiting chassis manufacturers holes. • The bracket upright shall be a minimum of 7" x 4" x ¼" rolled steel plate welded vertically and centered to the bracket base, the upright shall have three (3) 17/32" holes drilled in an evenly spaced triangular pattern to facilitate stanchion mounting. 		
B. The rotor light stanchion mounting bracket assembly shall be cleaned, primed and shall have a black powder coat finish.		
C. Each rotor light stanchion base shall be mounted to the chassis frame through existing chassis manufacturer holes between the rear of the cab and the front of the stake body, using two (2) 5/8" grade 8 bolts, two (2) steel flat washers, and two (2) grade 8 nylon locking nuts.		
<p>D. The rotor light stanchion structure shall be weld fabricated as follows:</p> <ul style="list-style-type: none"> • Two (2) vertical upright posts shall be a minimum of 4" x 2" 10-gauge roll formed stainless steel C-channel set vertically (overall rotor light assembly shall be higher than the cab roof/bulkhead and hydraulic tailgate). • Two (2) minimum of 3" x 1½" 10-gauge roll formed stainless steel C-channel cross braces shall be angularly weld mounted from left to right between the upright posts. 		
E. A minimum of a 2" x 3/16" capped stainless steel tube crossbar shall be		

weld mounted and gusseted with a minimum of 3" x 1½" 10-gauge roll formed stainless steel C-channel weld mounted between crossbar and channel uprights. The crossbar shall be approximately 9½' wide but shall not be wider than the exterior mirrors.		
F. The crossbar shall have a minimum of 3/16" round stainless steel rotor light mounting plates at each end. The diameter of each plate shall be at least ¼" larger than the diameter of the rotor light base. The plates shall be weld mounted horizontally at the outer most edge without exceeding the width of the crossbar.		
G. Two (2) 12" long sections of ½" o.d. stainless steel tubing shall be weld mounted and evenly spaced along the crossbar and two (2) 12" long sections of ½" o.d. stainless steel tubing shall be weld mounted and evenly spaced along the left side vertical stanchion upright to facilitate rotator light wire routing.		
H. The rotor light stanchion shall be mounted to the rotor light stanchion mounting bracket using six (6) ½" grade 8 bolts, six (6) steel flat washers, and six (6) grade 8 nylon locking nuts.		
I. The rotor light stanchion assembly shall not interfere or have contact with the cab or the stake body and shall provide adequate strength with a minimum amount of vibration transference to the rotor lights.		

SPECIFICATIONS: RL-2014

ROTATOR LIGHTS

BIDDER'S INSTRUCTIONS

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

ROTATOR LIGHTS:	COMPLY	
	YES	NO
A. Class I Ecco Roto LED Beacon Model # 7660 rotator warning lights or approved equivalent.		
B. The Rotator Light system shall also include the following features: <ul style="list-style-type: none">• All system wiring and switching shall be multiplex interfaced.• A latched Rotor Light switch shall be green back-lit and labeled Light Bar.• All system functional features shall be controlled by programmable ladder logic.• A circuit failure within the Rotator Light system layout shall flash the green on indicator in the Light Bar switch.		
C. All wiring shall be type "SO" cord and sized to sufficiently handle current demands of all lighting.		
D. The harness wiring shall be securely mounted and routed to prevent damage, originate in the cab at the multiplex interface and terminate at each rotator light with a weatherproof socket connector. No other splicing or connections shall be acceptable.		

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

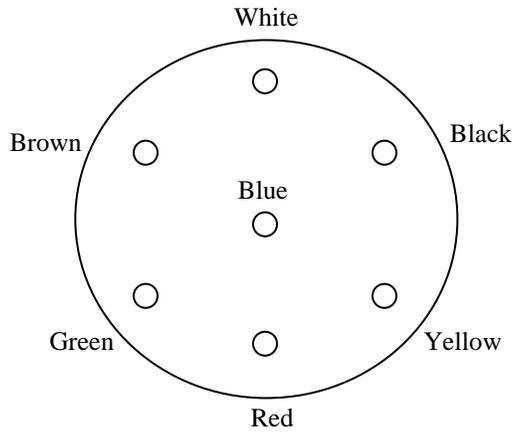
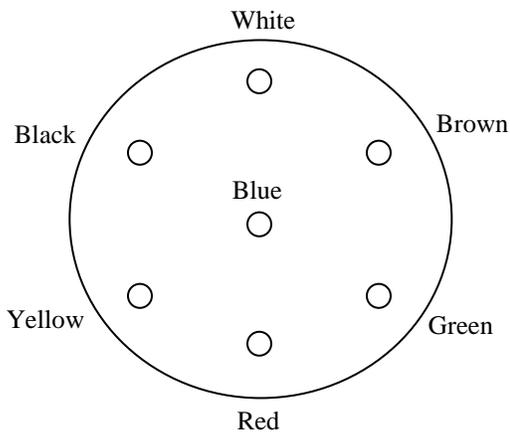
CONNECTOR MARKING COLOR

APPLICATION

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

SOCKET MARKINGS

PLUG MARKINGS



UNIT INFORMATION FORM

CHASSIS:

YEAR: _____ MAKE: _____ MODEL: _____

ENGINE MAKE: _____

MODEL: _____ CID: _____ HP: _____ @ _____ RPM

ALTERNATOR MAKE: _____ MODEL: _____

AMPS: _____

BATTERY VOLTS/AMPS: _____

C.C.A. @ 0° F: _____

TRANSMISSION MAKE: _____

MODEL: _____

BACK-UP ALARM MAKE: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

ALUMINUM PLATFORM BODY:

DESCRIPTION: _____

YEAR: _____ MAKE: _____ MODEL: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: (Name & Title) _____

HYDRAULIC TAILGATE:

YEAR: _____ MAKE: _____ MODEL: _____

CAPACITY: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

ROTATOR LIGHTS:

YEAR: _____ MAKE: _____ MODEL: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

SERVICE PARTS IDENTIFICATION FORM

Preventative Maintenance Items:			
Private label part number identification shall not be acceptable. A common automotive industry recognizable identification capable of cross referencing with manufactures such as Fram, Hastings, Puralator, Wix, etc. shall only be accepted.			
	Required Amount	OEM Part #	After Market Part #
Engine Group:			
Primary Oil Filter			
Secondary Oil Filter			

Air Filter			
Other			
Primary Fuel Filter			
Secondary Fuel Filter			
Water/Fuel Separator			
Coolant Filter			
Other			
Ignition Group:			
Spark Plug			
Spark Plug Wires			
Other			
Other			
Emissions Group:			
PCV Valve			
Other			
Drive Train Group:			
Transmission Primary Filter			
Transmission Secondary Filter			
Axle Housing Breather			
Other			
Brake Group:			
Compressor Intake Filter			
Air Dryer Desiccant			
Power Take Off Group:			
Hydraulic Filter			
Breather Filter			
Other			
Miscellaneous:			
Left Windshield Wiper			
Right Windshield Wiper			
Rear Windshield Wiper			
Cab Ventilation Filter			

NEW JERSEY TURNPIKE AUTHORITY

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

INSTRUCTIONS TO BIDDERS - 2011

THIS DOCUMENT HAS BEEN RECENTLY REVISED

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

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

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

I. DEFINITIONS

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

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

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

- B. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE-** Bidders must agree not to discriminate in employment and are required to comply with all applicable anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127. The mandatory language required by P.L. 1975, c. 127, as set forth in Exhibit A, shall be deemed a material term of any and all contracts, purchase agreements, and purchase orders entered into by the Authority. Bidders must acknowledge their agreement with the terms set forth in Exhibit A by signing where indicated and returning the exhibit with the bid. In addition, Bidders must affirmatively demonstrate compliance with P.L. 1975, c. 127 by submitting with the bid the completed Affirmative Action Information Sheet, set forth in Exhibit B, and any required attachments.
- C. STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM-**Bidders who are corporations or partnerships must comply with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, by completing the Stockholder/Partnership Disclosure Form, set forth in Exhibit C, and submitting it with the bid. Failure to do so shall result in rejection of the bid.
- D. POLITICAL CONTRIBUTIONS COMPLIANCE-**To be eligible for an award, bidders must comply with the requirements of P.L. 2005, c. 51, N.J. S.A. 19:44A-20.13 et seq., and with the requirements of Executive Order 117 (Corzine). No award may be made to a bidder who has not complied with these laws regarding political contributions. A more detailed explanation of these requirements is set forth in Exhibit D.

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

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

Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

by the contract will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

F. PUBLIC WORKS CONTRACTOR REGISTRATION ACT-The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for “public work,” as defined in N.J.S.A. 34:11-56.26, to be first registered with the Department of Labor and Workforce Development. No vendor or subcontractor, including lower tier subcontractors, shall engage in the performance of any public work subject to the contract unless they are registered pursuant to this Act. Bidders shall submit with their bid a valid copy of their Public Works Contractor Registration Certificate and valid copies of the registration certificates for all subcontractors listed in the bid. If an expired Certificate is included with the bid, a copy of a renewal application submitted and filed with the Department of Labor and Workforce Development must be included with the bid submission. The certificate(s), or certified facsimile(s) of the certificate, shall be maintained at the worksite and shall be made readily available for inspection at any time.

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

G. FOREIGN CORPORATION-If applicable, the bidder shall register as a “Foreign Corporation” with the Secretary of the State of New Jersey, designating a resident agent for the service of process. Written proof of such registration must be included with the bid submission.

H. SMALL BUSINESS ENTERPRISE SET-ASIDE CONTRACT FOR GOODS AND SERVICES
It is the policy of the Authority that small business enterprises (“SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) in the Department of the Treasury in N.J.A.C. 12A:10A-1 et seq. have the opportunity to compete for and participate in the performance of contracts and subcontracts for construction and for the purchase of goods and services. The Authority further requires that its contractors / vendors agree to take all necessary and responsible steps, in accordance with N.J.A.C. 52:32-17 et seq. and N.J.A.C. 17:14-1.1 to ensure that SBE’s have these opportunities, as an aid in meeting the commitment of its SBE Programs. When applicable the Authority will designate the contract as a SBE Set-Aside Contract. In such cases requests for bid proposals shall be confined to businesses registered with the Division as an SBE in either Category 1,2,or 3. Bid proposals from businesses not designated as an SBE, when applicable, will be rejected.

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

- J. VENDOR LOCATION DISCLOSURE**-Pursuant to N.J.S.A. 52:34-13.2, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. Executive Order 129 (McGreevey) requires all bidders to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Bidders must include with their bid a completed Vendor Disclosure Form, attached hereto as Exhibit G.
- K. SET-OFF FOR OUTSTANDING TAX LIABILITY**-Bidders are advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, the State of New Jersey has the right to set-off any tax indebtedness from payments made under contracts with the Authority. The State's rights are explained in more detail in Exhibit H, attached. Bidders must include with their bid a signed copy of Exhibit H acknowledging that they have received notice of the State's right of set-off.
- L. MSDS REQUIREMENTS**-Any vendor, supplier, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer's most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to N.J.A.C. 8:59-2.2(i).
- M. LABELING REQUIREMENTS**-Any vendor, supplier or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, N.J.S.A. 34:5A-1 et seq., or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.
- N. VOC REQUIREMENTS**-Any architectural coating, as defined by N.J.A.C. 7:27-23.2, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection's Volatile Organic Compounds in Consumer Products (VCC) regulations, N.J.A.C. 7:27-23.1 et seq.
- O. COMPLIANCE WITH STATE AND FEDERAL LAWS**-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.
- P. SAFETY & HEALTH REQUIREMENTS**-The goods, services and/or equipment provided through the contract at issue shall be so designed and installed to meet all applicable federal and state safety and health regulations and national consensus standards including, but not limited to US DOL-OSHA, NJ LWD-PEOSHA, NFPA and ANSI standards
- Q. CHOICE OF LAW**-It is agreed and understood that any contract entered into and/or purchase orders placed as a result of any RFB issued by the Authority shall be governed and construed and the

rights and obligations of the parties thereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

III. BID PREPARATION

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

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

B. CORRECTIONS-Any correction of an entry made on the bid should be initialed by a duly authorized representative of the bidder. If the total price is found to be incorrectly computed, discrepancies will be corrected by the Authority on the basis of the written unit prices, and determination of the low bidder will be made on the basis of the correct total price so determined.

C. BID PRICES-All prices quoted shall be firm and not subject to increase during the term of the contract, unless otherwise specified in the RFB. Prices shall include transportation and delivery to the site designated by the Authority in the RFB. All delivery charges shall be borne by the vendor.

D. PAYMENT TERMS-The bidder shall state the terms, if any, requested for the Authority to make payment within a certain period of time after receipt of the bidder's invoice.

E. ALTERNATES-All items are to be quoted as specified in the RFB or as an approved equivalent. In those cases when an alternate product is offered, it is the bidder's responsibility to provide detailed specifications, brand, make and model of the alternate offered, in the bidder's response/bid submission. In the event a bidder fails to take exception to the published bid specifications, the Authority shall evaluate the bid as offering the specified product/service. The Authority shall determine, at its sole discretion, if any alternate product offered is acceptable as an approved equivalent.

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

IV. BIDDER GUARANTEES

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

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

- B. BID SURETY-**Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to insure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.
- C. CONTRACT BOND-**The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.
- D. NON-COLLUSION-** The bidder's signature on its bid is its guarantee that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the referenced contract; and that all statements contained in the bid and any additional statements requested by the Authority are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained therein in awarding the contract.

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

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

- Bodily injury and property damage
each occurrence combined single limit \$2,000,000.00
- Personal injury each occurrence \$2,000,000.00
- General Aggregate \$2,000,000.00
- Products Aggregate \$2,000,000.00
- Fire Damage Legal Liability \$100,000.00
- Medical Payments \$5,000.00

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

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

Combined Single Limit of Liability for Bodily Injury or Property Damage for any one accident: \$2,000,000.

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

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

4. **Certificate and Endorsement Requirements**

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

- (a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.
- (b) All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.
- (c) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

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

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

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

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

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

VI. DELIVERY REQUIREMENTS

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

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

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

C. DELIVERY-Upon award of the contract:

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

VII. OTHER TERMS AND CONDITIONS

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

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

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

on the basis of the unit prices and a determination of the low bidder will be made on the basis of the corrected total price. The Authority shall not be liable for any failure on its part to detect or correct errors, and the Authority's action in connection therewith shall not give rise to any rights to the bidder.

- I. NOTICE TO VENDORS AND AUTHORITY DEPARTMENTS**-The Authority is authorized to order, and vendors are authorized to ship only those items covered by the contract. If a review of orders placed by the Authority reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned regardless of the time elapsed between the date of delivery and discovery of the violation. A full refund to the Authority by the vendor will be required.
- J. RIGHT TO AUDIT**-Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least seven (7) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to seven (7) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.
- K. TAXES**-The Authority is exempt from Federal Excise Tax, New Jersey State Sales and Use Tax and other tax as applicable.
- L. TRANSFER OF BUSINESS**-It is understood by all parties that, if, during the term of the contract, the vendor disposes of its business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser.
- M. INTERAGENCY COOPERATIVE PURCHASING**-Pursuant to P.L. 1999, c. 440, vendors may receive inquiries by the entities listed below, with respect to extending this contract to them based upon the same prices, terms and conditions:
 - South Jersey Transportation Authority
 - New Jersey Sports & Exposition Authority
 - New Jersey Meadowlands Commission
 - New Jersey Water Supply Authority
 - Port Authority of New York & New Jersey
 - Delaware River Port Authority
 - Higher Education Student Assistance Authority
- N. CONTRACT CHANGES**-During the term of contract, no change will be permitted in any of its conditions and specifications unless the vendor receives written approval from the Director.

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

- O. SUBCONTRACTING OR ASSIGNMENT**-The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of the Director. In the event that bidder proposes to subcontract some or all of the services to be provided under the contract, it shall state so in its bid and attach for approval a list of said subcontractors and an itemization of the goods and/or services to be supplied by them.

- P. REJECTION OF BIDS**-Failure to comply with the instructions set forth herein may be considered grounds for rejection of the bid. The Authority further reserves the right to reject any or all bids as it may, in its sole discretion, determine to be in its best interest, or for any other reason allowed by law.

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

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

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

YES _____ NO _____

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

(OR)

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

YES _____ NO _____

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

Certificate Number _____

(OR)

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

YES _____ NO _____

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

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

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

Signed _____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C

STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT

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

<u>Name</u>	<u>Address</u>	<u>Number of Shares of Stock in Corporation or % of Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT D

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

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

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

DEFINITIONS

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

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

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

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

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's 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 issue a contract. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

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

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

EXHIBIT E

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

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

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT F

SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

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

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

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

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT G

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

Please be advised that in accordance with Executive Order #129 (2004), the New Jersey Turnpike Authority has developed this form under the policy and procedures directed under this Order. In entering into contracts, the State contracting agencies must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

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

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

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

Contractor Name: _____

Address: _____

Country: _____

Subcontractor #1 Name: _____

Address: _____

Country: _____

Subcontractor #2 Name: _____

Address: _____

Country: _____

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

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

Signature: _____

Print Name: _____ Title: _____

EXHIBIT H

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT I

LETTER OF SURETY

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

_____ as PRINCIPAL: and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J

PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT K

CONTRACT NO. _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

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

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

corporation duly organized under the Laws of the State of _____ and duly authorized to do business in the State of New Jersey and having a usual place of business at

_____, as Surety, are holden and stand firmly

bound and obligated unto the New Jersey Turnpike Authority, as Obligee, in the sum of

_____ lawful money of the United States of America, to and for the

true payment whereof we bind ourselves and each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named

Principal did on the _____ day of _____, 200____, enter into a contract with the

Obligee, New Jersey Turnpike Authority generally described as follows: _____

_____ which said contract is made part of this Bond the

same as though set forth herein.

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

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

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

this _____ day of _____ in the year 200_____.

WITNESS OR ATTEST:

[CORPORATE SEAL]

PRINCIPAL

WITNESS OR ATTEST:

[CORPORATE SEAL]

SURETY