

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

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

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

REQUEST FOR BIDS

TITLE: RETROFIT TWO (2) TANDEM AXLE CHASSIS'

BID NO: R-99316

DUE DATE: April 23, 2013

TIME: 10:00 AM

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

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FAX NO.

_____BUSINESS CORPORATION_____PARTNERSHIP_____INDIVIDUAL

_____OTHER (SPECIFY):_____

BIDDER GUIDELINES/CHECKLIST

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

1. Bids must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephone or Facsimile bids will not be accepted.
2. The bid proposal must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids must be firm through issuance of contract.
3. All bid proposal prices must be typed or written in ink.
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. A **voluntary pre-bid meeting and viewing of vehicles** that are to be retrofitted shall be held at NJTA Garden State Parkway Division Telegraph Hill Central Maintenance Facility at Exit 116 in Holmdel, NJ 07733.

This meeting will be held on **Thursday, April 11, 2013 at 10:00 A.M.** Attendance at this pre-bid vehicle inspection is strictly voluntary. This vehicle inspection gives bidders the opportunity to ask questions, take measurements, and view the vehicles to be retrofitted. No extra costs or claims shall be entertained after the award is made.

Bidders must contact Richard Bava at 732-750-5300 ext. 8636 between the hours of 9:00 AM-5:00 PM at least 24 hours prior to the pre-bid meeting date.

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

7. **Failure to comply with the requirements set forth in 1-6 above may result in bid rejection.**

8. **This Request for Bids requires the following Mandatory Documents or the bid will be rejected:**
 - Stockholder/Partnership Disclosure Statement**
 - Bid Bond and/or Letter of Surety, Cashiers Check Requirement**

9. Bidder must sign the Bid, or it may be rejected.

10. Contract Bond Requirement – Full amount of contract.

11. 3-Year Open End Option

REQUEST FOR BIDS
THIS IS NOT AN ORDER

Sealed Bid R-99316 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said bid will be publicly opened and read. Bidders mailing bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

INTENTION

It is the intention of the Authority to issue a Purchase Order for the **RETROFITTING OF TWO (2) EXISTING TANDEM AXLE CHASSIS' AND INSTALLING HOOK LIFT ASSEMBLIES, WING SNOW PLOWS, ADDITIONAL BODIES AND ACCESSORIES, AS PER ATTACHED SPECIFICATIONS.** Items purchased under this Contract will be delivered as directed by the Authority. Please contact Richard Bava with any questions regarding this procurement at 732-750-5300 X 8636.

BID SHEET INSTRUCTIONS

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

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

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where "Exceptions" are permitted.

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

Bidders must quote only one price per line item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.

Contract award will be made to the lowest, responsible bidder.

BID PRICE FORM

ITEM	QUAN.	UOM	DESCRIPTION	UNIT PRICE	TOTAL BID PRICE
1	2	Each	RETROFITTING OF EXISTING TANDEM AXLE CHASSIS, AS PER ATTACHED SPECIFICATIONS.	\$	\$

**Contract award will be made to the responsive, responsible bidder with the
lowest Total Bid Price.**

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

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

NEW JERSEY TURNPIKE AUTHORITY

AUTHORIZED SIGNATURE

Name of Company and / Authorized Signature of Bidder

SIGNATURE PAGE

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

Receipt of Addendum / Inquiries # _____ dated _____ is hereby
acknowledged.

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

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

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

OFFER/CERTIFICATION: The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone #: _____

Fax: _____

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: R-99316

BID TITLE: RETROFITTING OF EXISTING TANDEM AXLE CHASSIS'

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-99316

BID TITLE: RETROFITTING OF EXISTING TANDEM AXLE CHASSIS'

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

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

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

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

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

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

NEW JERSEY TURNPIKE AUTHORITY

GENERAL INSTRUCTIONS AND SPECIFICATIONS FOR: RETROFITTING TWO (2) EXISTING TANDEM AXLE CHASSIS' AND INSTALLING HOOK LIFT ASSEMBLIES, WING SNOW PLOWS, ADDITIONAL BODIES AND ACCESSORIES

Quantity	Description	Maximum Delivery Date
2	Retrofit Two (2) Existing Tandem Axle Chassis' and Install Hook Lift Assembly, 11' Wing Snow Plow, Additional Bodies and Accessories	180 Days After Receipt of order

SPECIFICATIONS:

HLMTS-2013 HOOK LIFT MATERIAL TRANSPORT SYSTEM
HDSSFB-2013 HEAVY-DUTY SALT SPREADER FLATBED BODY
SCCBB-2013 SEMI-CLOSED CHIPPER BOX BODY
AVB-2013 ALUMINUM VAN BODY
HS-2013 HYDRAULIC SYSTEM
SPH-2013 SNOW PLOW HITCH
PWSP-2013 PATROL WING SNOW PLOW
RL: ROTATOR LIGHTS

VENDORS ARE INVITED TO VIEW VEHICLES PRIOR TO BIDDING

A **voluntary pre-bid meeting and viewing of vehicles** that are to be retrofitted shall be held at NJTA Garden State Parkway Division Telegraph Hill Central Maintenance Facility at Exit 116 in Holmdel, NJ 07733.

This meeting will be held on **Thursday, April 11, 2013 at 10:00 A.M.** Attendance at this pre-bid vehicle inspection is strictly voluntary. This vehicle inspection gives the bidders the opportunity to ask questions, take measurements, and view the vehicles to be retrofitted. No extra costs or claims shall be entertained after the award is made.

Bidders must contact Richard Bava at 732-750-5300 ext. 8636 between the hours of 9:00 AM-5:00 PM at least 24 hours prior to the pre-bid meeting date.

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 Purchasing at 732-750-5300 ext. 8626 before bid submission date. If the bidder discovers any errors or omissions in the work undertaken and executed by them, they shall also immediately notify Peter Perperas (Project Supervisor) at 732-442-8600 ext. 2868 who shall promptly verify the same. If, with knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this Agreement unless and until approved and accepted.

QUESTIONS: Questions, which arise before or during the preparation of the unit, shall be addressed in writing via e-mail or facsimile from the vendor to the Director of Purchasing at the New Jersey Turnpike Authority on a not to delay basis.

DELIVERY INSTRUCTIONS:

- A. Vendor must contact Peter Perperas (Project Supervisor) at 732-442-8600 ext. 2868 for authorization to schedule date and time prior to delivery. Any work that needs to be completed including all pre-delivery preparation shall be done prior to delivery. **Deliveries shall be made to the NJTA Garden State Parkway Division's Telegraph Hill Maintenance Facility located at GSP Exit 116 in Holmdel, NJ 07733.**
- B. Vendor shall be responsible for all delivery, shipping and pick-up expenses.
- C. All units must be pre-delivery serviced, completely assembled, operational, and cleaned prior to delivery.
- D. The following administrative package **must** accompany all deliveries:

- 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.
- Delivery of all units fully completed and fully compliant shall be made no later than one hundred eighty (180) days after receipt of Purchase Order.
- In the event the vendor fails to timely deliver the units, the vendor shall pay the Authority liquidated damages in the amount of \$304.00 per unit for each calendar day (**No Exceptions for Liquidated Damages**) beyond the maximum delivery date, as per Dataquest's Rental Rate Blue Book for Construction Equipment.

WARRANTY: All units delivered must be guaranteed to be free from defects in materials, design, and workmanship for a minimum of one (1) year 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 the Central Maintenance Facility in Holmdel, NJ 07733 or the 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.**

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

OPERATOR 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 service seminars shall be similar to factory and manufacture type schools. The training shall be scheduled by the Authority and take place at two (2) sites with a minimum of eight (8) hours at each site.

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 manufacture(s) whose associated equipment or products are bid shall have a full service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100 mile radius of either Central Shops Maintenance Facility (exit 8 on the NJ Turnpike) located in Hightstown, NJ 08520 or Telegraph Hill 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

SCOPE OF WORK

HOOKLIFT RETROFIT CONVERSION OF TWO (2) EXISTING AUTHORITY TANDEM V-BOX SALT SPREADER PLOW TRUCKS:

- 1) REMOVE STAINLESS STEEL V-BOX SPREADERS FROM EXISTING AUTHORITY OWNED TANDEM AXLE CAB CHASSIS'S (2011 INTERNATIONAL MODEL VIN # 1HTWPAZT8CJ440123 AND 2011 INTERNATIONAL MODEL VIN # 1HTWPAZT1CJ440125).**
- 2) IF REQUIRED, LENGTHEN CHASSIS WHEELBASE BY PERMANENTLY REPOSITIONING THE TANDEM AXLE ASSEMBLY ON THE EXISTING FRAME; ATTENTION TO DRIVE SHAFT LENGTH, ANGLE AND SUPPORT MOUNTING MUST REMAIN WITHIN DRIVELINE TOLERANCE SPECIFICATIONS TO AVOID INDUCED VIBRATION AND ACCOMMODATE THE AIR RIDE SYSTEM TO ACCOMMODATE HOOK LIFT SYSTEM AND LIGHT BAR STANTION FOR EACH VEHICLE.**
- 3) INSTALL HOOK LIFT MATERIAL TRANSPORT SYSTEM ON EACH VEHICLE.**
- 4) INSTALL DEDICATED HOT SHIFT PTO AND ADD NEW HYDRAULIC SYSTEM OR UPDATE EXISTING SYSTEM TO ACCOMODATE HIGH-PRESSURE HOOK LIFT SYSTEM RUN FROM TRANSMISSION AND WITHOUT EXCEPTION THE HYDRAULIC POWER SYSTEM MUST HAVE AUTOMATIC OVER-SPEED PUMP PROTECTION AND OVER IDLE PROTECTION ON EACH VEHICLE.**
- 5) SUPPLY ONE (1) PLATFORM BODY AND MOUNT TO EXISTING V-BOX SPREADER FOR HOOK LIFT FOR EACH VEHICLE.**
- 6) SUPPLY ONE (1) CHIPPER BOX BODY PER SPECIFICATION (WITH HOOK LIFT FEATURE) FOR EACH VEHICLE.**
- 7) SUPPLY ONE (1) VAN BOX BODY PER SPECIFICATION (WITH HOOK LIFT FEATURE) FOR EACH VEHICLE.**
- 8) MODIFY EXISTING (FORCE AMERICA) HYDRAULIC SYSTEM WITH ADDITIONAL VALVING, JOYSTICKS, AND CONTROLS FOR PATROL WING SNOW PLOW AND HOOK LIFT SYSTEM FOR EACH VEHICLE.**

9) INSTALL 11' WIDE DOUBLE FUNCTION PATROL WING SNOW PLOW ON PASSENGER SIDE FOR EACH VEHICLE (INCLUDE ALL COMPONENTS NECESSARY FOR A COMPLETE FUNCTIONING SNOW PLOW).

10) MODIFY EXISTING OR ADD NEW FRONT SNOW PLOW HITCH AS REQUIRED FOR EACH VEHICLE.

11) VENDOR SHALL SUPPLY ALL NECESSARY PARTS AND COMPONENTS IN ORDER TO RETROFIT CHASSIS'S AS DESCRIBED HEREIN FOR EACH VEHICLE.

**SPECIFICATIONS: HLMTS-2013
HOOK LIFT MATERIAL TRANSPORT SYSTEM**

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. New current model material transport system (hook lift) to be installed onto two (2) existing Authority vehicles.		
B. It shall be the responsibility of the awarded vendor to transport (to and from) both Authority vehicles.		
C. Equipment shall be new and of the latest design and be in current production at time of submission of bid.		
D. Vendors must supply detailed specifications, drawings with dimensions, technical sheets, and brochures describing exact equipment that shall be supplied. NO EXCEPTIONS		
E. All standard and optional equipment shall be OEM (Original Equipment Manufacturer) items, when available.		
FEATURES:		
A. Lifting capacity shall be 40,000 lbs. minimum.		
B. Dump angle shall be 50°.		
C. Hook height shall be manually adjustable.		
D. Hook lift weight approximately 4,500 lbs.		
E. Container pick up range shall be able to engage container at 30° either side of center.		
F. Shall be able to pick up container 10" below grade with an approximate chassis height of 41".		
G. Unit shall have the capability to slide container horizontally to attain best weight distribution.		

H. In cab shall be dual joysticks for operating hook lift: <ul style="list-style-type: none"> • One (1) joystick-lift and lower container. • One (1) joystick-slide container. NOTE: No controls shall be located outside of vehicle.		
I. All components in the hydraulic system shall be designed to be compatible with rated psi main relief pressure.		
J. Hot shift PTO with automatic over idle PTO engagement protection and automatic over speed pump protection for the vehicles automatic transmissions.		
K. The control valve shall be sectional type, 2-spool with separate inlet and outlet coves for easy maintenance.		
L. Hydraulic reservoir shall be of sufficient size to adequately accommodate all hydraulic functions effectively.		
M. Two (2) double acting tipping cylinders.		
N. One (1) double acting sliding cylinder.		
O. A safety lock system shall be installed preventing actuation of the jib and also confirming latches are fully engaged.		
P. Hoist shall be equipped with steel latches to lock container into position during transport.		
Q. Tipping frame shall be able to lock to hoist frame when in pick up mode.		
R. Hoist shall be equipped with tandem rear rollers.		
S. All hoses, tubes, and fittings shall comply with SAE/JIC specifications. All lines shall be anchored using metal mounting brackets and metal vinyl coated cable/conduit clamps every 12" to prevent vibration and routed as to not to interfere with body or other components. Plastic cable ties shall not be acceptable.		
T. The hoist's electrical system shall be activated only when the P.T.O. is engaged.		
U. A ¾" thick gusseted plate shall be welded to the rear of the chassis frame. Pintle hook shall be mounted to the plate and include "D" rings. Exact location of pintle hook and "D" rings shall be determined by contacting the NJTA Inspector prior to mounting. Vendor will need to relocate existing spinner pressure fittings and spinner return fittings. Locations shall be determined by contacting the NJTA Inspector prior to mounting.		
V. Hoist shall comply with all State and Federal Regulations related to safety.		
W. Hoist shall be painted same color as chassis supplied.		
X. Two (2) of each of the following manuals shall be supplied at time of delivery for each unit ordered: <ul style="list-style-type: none"> • Operation, Maintenance, Parts 		

**SPECIFICATIONS: HDSSFB-2013
HEAVY-DUTY SALT SPREADER FLATBED 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. Heavy-duty flatbed body shall mount to existing V-box salt spreader currently mounted onto Authority vehicle.		
B. Flatbed body shall structurally and sufficiently accommodate existing V-box salt spreader.		
C. Overall width of flatbed body: 96".		
D. Overall length shall accommodate V-box salt spreader.		
E. Remount existing salt spreader to flatbed body.		
F. Remove and discard existing cab shield from existing V-box salt spreader.		
G. Bidders must submit with their bid, detailed specifications, along with pictures and brochures of their complete unit being bid. NO EXCEPTIONS		
FLOOR:		
A. Floor plate: 1/4" thick minimum .		
B. Cross members: structural channel.		
C. Gusset plates shall be 3/16" on every other cross member.		
D. Main rails: 6" x 2" x 1/4" structural tube.		
E. Side rails: 6" x 3" x 3/16" structural tube.		
F. Wheels: 8" heavy-duty pipe 10" long.		
G. Hook plate: 3/4" steel plate 12" x 36" fully welded.		
H. Hook bar: 2 1/2" round bar.		
I. Hook A-frame: 6" x 2" x 1/4" structural tube.		

J. Hook height: approximately 61¾".		
K. Stake pockets: ¼" steel plate formed.		
L. Rub rail: ¾" steel plate.		
M. Wheels lowered at rear approximately 19" below floor to accommodate tip up spinner.		
BULK HEAD:		
A. Bulk head frame: 50" high, 6" x 2" x 3/16" structural steel tube.		
B. Bulk head sheet: 11-gauge steel plate.		
C. Screen window shall be expanded metal to allow view.		
FINISHING:		
A. All rails, tubing, channel and framing shall be one piece.		
B. Flatbed body shall be coated with rust-inhibitive primer.		
C. Finished paint shall be manufacturer's standard enamel.		
SPREADER MODIFICATIONS:		
A. V-box spreader removed from chassis to be reinstalled.		
B. Spreader shall be bolted down to body with suitable grade 8 fasteners through a 2" nominal hardwood runner. Four (4) chain binders shall be additionally installed (one at each corner).		
C. A cable type hand winch shall be installed and rear spinner to be modified to tip up for unloading of platform skid.		
D. Install stainless steel pipe group off spreader including hoses to front of bulkhead fittings with Parker or approved equivalent brass quick-disconnect connections.		
E. Electrical connections for spreader light and warning lights on rear of V-box shall be run to front bulkhead into a 7-pole trailer socket.		

**SPECIFICATIONS: SCCBB-2013
SEMI-CLOSED CHIPPER BOX 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. Semi-closed chipper box body designed to be used with a hook lift (as described in specification).		
B. Capacity: 26 cubic yard minimum .		
C. Inside length: 16'.		
D. Overall width: 96".		
E. Inside height: 74" minimum .		
F. LED marker lights shall meet FMVSS-108 recessed into body.		
FLOOR:		
A. Floor plate: 3/16" thick plate.		
B. Cross members: 3" x 4" structural channel on 12" spacing.		
C. Side rails: 3" x 4" structural “C” channel.		
D. Gussets: 3/16" plate on every other cross member.		
E. Main rails: 6" x 2" x ¼" structural tube.		
F. Wheels: 8" heavy-duty pipe 10" long with 1½ axles (total 2).		
G. Hook height: hook lift shall accommodate hook lift specified in this bid.		
TAILGATE:		
A. Tailgate sheet: 12-gauge plate.		
B. Framing: box tubing around sheet.		
C. Reinforcing: 11-gauge formed steel plate horizontal channels.		
D. Hinged plates: ½" plates.		

E. Hinge sleeves: 1 ⁵ / ₈ " heavy-duty tube with grease fitting.		
F. Hinge pins: 1 ¹ / ₄ " solid round.		
G. Latch: heavy-duty torque action system.		
H. Safety chain: 5/16" high-test chain with receptors on both sides of container.		
I. Gate aligner: 3/4" plate.		
J. Tailgate: one (1) swing door 24" high x 54" long with latch.		
SIDES:		
A. Side sheet: 12-gauge plate.		
B. Side posts: 11-gauge formed plate 3" deep x 5" wide on 20" centers.		
C. Top rails: 4" x 3" x 1/8" gauge structural tube.		
D. Stiffener: 3/16" plate fully welded on hinge side.		
E. Vents: expanded metal screen allowing ventilation per body manufacturers dimensions.		
ROOF:		
A. Semi enclosed: 12-gauge plate reinforced roof to cover length of container.		
B. Corners: 18" x 18" rear corner reinforcement.		
C. Reflectors: on each rear upper corner.		
BULKHEAD:		
A. Bulkhead sheet: 12-gauge plate.		
B. Top rail: 4" x 3" x 12-gauge structural tube.		
C. Verticals: 6" x 8" structural "C" channel.		
D. Corners: wrap with 11-gauge formed steel plate welded solid.		
FINISHING:		
A. All rails, tubing, channel and framing shall be one piece.		
B. Container shall be coated with rust-inhibitive primer.		
C. Finished paint shall be manufacturer's standard enamel.		
WARNING LIGHTS:		
A. There shall be four (4) rear body lights. A minimum of 12 square inch oval amber lights recessed and mounted, one (1) in each top and bottom rear corners. Lights shall be a Whelen Model or approved equivalent and shall consist of 500 Series Lighthouse/01-0664003AO, grommet mount kit/5Grommet, 2 pins and connector kit-waterproof (Deutsch)/W444D, 2 sockets & connector kit-waterproof (Deutsch)/W446D, lights shall be programmed to double pulse flash.		
B. Four (4) rear body lights shall be mounted as far apart as possible and provide a criss-cross pattern by means of component synchronization or vehicle logic programming. Left top to right bottom and right top to left bottom. Electronic or motorized flasher units shall not be an acceptable method. Exact location shall be determined by contacting the NJTA		

Inspector prior to installation.		
C. Rotating lights: Two (2) SAE J845 Class I Ecco Roto LED Beacon, Model 7600A or approved equivalent amber rotating lights. Both amber rotating lights shall be mounted on top corners of rear body-location to be determined by NJTA Inspector.		
D. Electrical connections for all marker/warning lights shall be run to front bulkhead into a 7-pole trailer socket.		
E. One (1) dash-mounted properly labeled rocker type backlit switch shall be incorporated into OEM wiring logic that shall operate rear body warning lights and rotator warning lights.		

**SPECIFICATIONS: AVB-2013
ALUMINUM VAN 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. Unit shall be an aluminum van body.		
B. Body shall be designed to for use with a hook lift (as described in specification) and manufactured for severe duty.		
C. Body shall conform to all State and Federal Safety Regulations.		
D. All components required to make a fully operational unit shall be included.		
BODY DIMENSIONS (minimums):		
A. Inside length: 16'0".		
B. Inside height: 84".		
C. Overall width: 96".		
D. Inside width: 92".		
EXTERIOR CONSTRUCTION:		
A. The body exterior shall be constructed of .040 pre-painted white aluminum panels with high-strength extruded aluminum "Z" posts on 16" centers.		
B. Minimum of seven (7) front wall posts that shall tie the front wall into the body understructure for added strength.		
C. Front corner radius posts shall be constructed from extruded aluminum.		
D. Roof structure shall be a heavy-duty one-piece .032 aluminum roof panel tension fitted and bonded to 18-gauge anti-slag roof bows on 24" centers.		

E. Each roof bow shall be double riveted to extruded high-strength aluminum alloy roof coves.		
F. Roof rail shall be a two-piece design in the event the roof has to be replaced without disturbing the side wall structure.		
G. Front nose of the body shall be radius design to reduce air resistance.		
H. Corner castings shall be heavy-duty cast aluminum.		
I. Rear frame: <ul style="list-style-type: none"> • 11-gauge stainless steel • Reinforced at all internal stress points with stainless steel plates • Bottom of frame shall have a gradual incline for water run-off 		
J. Cross members shall be 80,000 psi minimum high-tensile 3" steel "I" beam construction.		
K. Each cross member shall be double bolted at each end to the heavy-duty extruded aluminum rub rail.		
L. Alternating cross members shall be gusseted to the longitudinals.		
M. Rear door shall be a roll-up type constructed of plastic covered ¾" marine plywood with top, bottom, and side seals, and double cables.		
N. Rear door shall be 88" wide x 78½" high with stainless steel rivets and "E" coated hardware.		
O. Body main rails shall be constructed of 6" x 2" x ¼" structural tube.		
INTERIOR CONSTRUCTION:		
A. Floor: <ul style="list-style-type: none"> • 1½" minimum high-quality hardwood • Two (2) 5/16" countersunk screws per board to each cross member • Each board shall be securely joined to adjacent boards 		
B. Interior side walls shall be ¾" minimum full height premium plywood.		
C. Interior front wall shall be ½" minimum full height premium plywood.		
D. Two (2) rows of recessed "E" track on each side and on front wall. (NJTA Inspector shall specify height exact height prior to installation).		
MOUNTING:		
A. Rear wheels for hook mounting shall be constructed of 8" heavy-duty pipe, 10" long.		
B. The hook bar shall be constructed of 2½" round bar.		
C. The hook height shall be 61¾" and the hook A-frame shall be constructed of 6" x 2" x ¼" structural tube.		
D. The A-frame shall be gusseted for reinforcement.		
E. The full understructure of the body shall be undercoated.		
LIGHTING:		
A. LED marker lights shall meet FMVSS-108 recessed into top rail.		
B. One (1) interior dome light with switch at rear inside of body.		

C. Electrical connections for all marker/warning lights shall be run to front bulkhead into a 7-pole trailer socket.		
D. There shall be four (4) rear body post lights. A minimum of 12 square inch oval amber lights recessed and mounted in each bottom corner and approximately 1/3 the way up the body (exact location shall be determined by contacting the NJTA Inspector prior to mounting). Lights shall be a Whelen Model or approved equivalent and shall consist of 500 Series Lighthouse/01-0664003AO, grommet mount kit/5Grommet, 2 pins and connector kit-waterproof (Deutsch)/W444D, 2 sockets & connector kit-waterproof (Deutsch)/W446D, four (4) of each of the components listed above shall be installed for each vehicle in the bid package and lights shall be programmed to double pulse flash.		
E. These four (4) warning lights shall be mounted into a Grote or approved equivalent shock mounted box on the side of the rear corner posts.		
F. The wiring for these four (4) warning lights shall use the same wiring harness used with the DOT marker lights into a 7-pole trailer socket.		
G. One (1) dash-mounted properly labeled rocker type backlit switch shall be incorporated into OEM wiring logic that shall operate rear body warning lights.		

**SPECIFICATIONS: HS-2013
HYDRAULIC SYSTEM**

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. The system shall provide hydraulic fluid to operate the hook lift system, snow plow hydraulic cylinders, wing plow, and hydraulically operated material spreader.		
B. The hydraulic system whether existing or new shall be capable of running three (3) or more hydraulic functions simultaneously without inhibiting the action of the other.		
C. Fluid loss protection system shall be accomplished by means of a level sensor in hydraulic tank.		
D. The complete hydraulic system including cylinders, motors, fittings, valves, hoses, etc. shall conform to the highest quality of commercial hydraulic installation standards of the following organizations: ASME, ASTM, AISI, API, FPS, ICC, ISO, JIC, MISS, NFPA, NEMA, SAE, and USASI.		
E. The hydraulic system pressure and flow requirements shall be compatible with the operating rpm ranges of the trucks engine.		
F. Bidder shall submit with bid, complete hydraulic schematic including all components with manufacturer’s names and model numbers including operational specifications.		

G. The successful bidder shall be responsible to demonstrate at an Authority facility the complete functional and performance capabilities of the hydraulic system and all affected components.		
HYDRAULIC PUMP:		
A. The existing hydraulic pump shall be used, if applicable to support all the functions in the retrofit design of the hook lift system and its additional accessories.		
PUMP CONTROL:		
A. Hydraulic system logic of the pump control shall automatically select and adjust the discharge pressure and flow in regard to the highest load regardless of the number of functions engaged or the engine rpm.		
B. A high-pressure adjustable compensator shall be provided.		
LOW OIL SHUTDOWN:		
A. The hydraulic system shall have a low oil shutdown system.		
B. The system shall be designed so that when the float contacts close, the PTO will disengage and stop pump flow.		
C. An OEM incorporated annunciator in the cab shall alert driver that the PTO has been disengaged.		
D. In the manifold enclosure shall be an override switch wired to de-energize the shutdown system to facilitate diagnostics and equipment storage.		
E. The shutdown system shall include an indicator light mounted in the dash and shall be clearly identified.		
F. A single, normally closed or opened electrically operated, 12 volt DC unit shall be mounted in the pump discharge circuit to stop all oil flow when the oil level drops to an unsafe condition.		
G. The unit shall be capable of full pump flow with minimal pressure drop.		
H. The hydraulic reservoir shall have a float switch.		
I. The float switch shall provide an electric signal to shutdown system.		
J. A manual override shall be wired into shutdown system to allow emergency operations of hydraulics.		
MAIN PRESSURE HOSES & PIPE:		
A. There shall be a minimum working pressure of 2,250 psi and minimum burst pressure of 8,000 psi for all hydraulic lines except suction, drain and return lines.		
B. The hydraulic fluid flow velocity shall not exceed fifteen (15) feet per second.		
SUCTION HOSES & PIPE:		
A. There shall be a minimum of 250 psi working pressure and a burst pressure of 500 psi. The hydraulic fluid flow velocity shall not exceed three (3) feet per second.		
B. Suction line shall be non-collapsible type.		

C. The hydraulic fluid flow velocity shall not exceed three (3) feet per second.		
RETURN & DRAIN LINES:		
A. There shall be a minimum working pressure of 500 psi and burst pressure of 1,000 psi.		
B. The hydraulic fluid flow velocity shall not exceed seven (7) feet per second.		
HYDRAULIC FILTER:		
A. Hydraulic oil filter shall be mounted in the reservoir.		
B. Hydraulic filter shall include visual and electrical bypass indicators.		
C. A warning light shall be OEM incorporated and mounted in the cab and wired to the electrical indicator.		
HYDRAULIC LINES AND PLUMBING:		
A. All hydraulic lines and plumbing shall be of sufficient capacity so as not to create heat or turbulence within hydraulic system.		
B. Suction line between reservoir and pump shall be a minimum of 1½" i.d. with a minimum SAE 100-R4 rating and shall be secured on both ends via heavy-duty banding straps.		
C. All pressure hoses, including signal sense to pump shall have swivel fittings on both ends and have a minimum SAE 100-R2 rating.		
D. All hydraulic hoses shall be installed with the appropriate fittings, where necessary to alleviate sharp hose angles.		
E. Return lines and case drain shall have minimum SAE 100-R1 rating.		
F. Hydraulic lines shall be routed to minimize interference with equipment and chassis components requiring periodic servicing.		
G. Support brackets shall be provided where appropriate to protect lines from damage by abrasion, cutting or impact.		
H. Hoses shall not be routed near exhaust manifolds pipes, bolts, sharp edges, and exhaust system to prevent wear, fatigue, or fire.		
I. Pipe fittings shall not be acceptable in any high-pressure line.		
J. Maximum distance between support clamps on all hydraulic lines shall be 12". Plastic ties shall not be acceptable.		
K. Hydraulic hose abrasion protection shall be either a sleeve or plastic spiral coil wrap.		
FRONT PLOW RAISE-HOLD-LOWER SECTION:		
A. The plow raise-hold-lower section shall provide system flow to the plow lift cylinder for raising and lowering.		
B. The plow raise-hold-lower circuit shall contain a relief valve to protect the plow cylinder from high pressure shock loading and to facilitate the capability of remote controlled lowering of the plow cylinder in an emergency situation that shall not require tools or engine running.		
C. The directional solenoid valve shall be a three position four-way type.		

D. The valve shall be interchangeable with the directional valve of the hoist circuits.		
E. The solenoid valve shall be powered by 12-volt DC wet pin armature solenoids and shall be CSA approved.		
F. The solenoid valves shall have manual override capabilities and be arc suppressed.		
G. A lock valve shall be provided to prevent plow drift.		
H. The hydraulic lines to the lift cylinder shall be equipped with Aeroquip or approved equal disconnect couplings with attached dust caps.		
I. The coupling shall be mounted on the curbside of the bumper and be permanently labeled.		
FRONT PLOW REVERSING:		
A. The plow power reverse circuit shall contain adjustable flow limiters.		
B. The directional solenoid valve shall be a three position four-way type.		
C. The valve shall be interchangeable with the directional valve of the hoist circuit.		
D. The solenoid valve shall have both plow cylinder ports open to the tank in the neutral position to eliminate high-pressure buildup.		
E. The solenoid valve shall be powered by 12-volt DC wet pin armature solenoids and shall be CSA approved.		
F. The solenoid valves shall have manual override capabilities and be arc suppressed.		
G. A relief valve shall be supplied for remote plow installation for the power reverse hydraulic lock.		
H. The dual static intensification relief valve shall protect the plow angle cylinders from high-pressure shock loading and to facilitate the capability of remote controlled angling of the plow in an emergency situation.		
I. The relief valve shall be replaceable without removing the valve body or disconnecting the plow power reverse piping.		
J. The hydraulic lines to the reversing cylinders shall be equipped with Aeroquip or approved equal quick disconnect couplings with attached dust caps, mounted on the curbside of the bumper and permanently labeled.		
K. The plow quick disconnect couplings shall be piped starting from the curbside of the bumper: 1 st "Plow Right", 2 nd "Plow Left", 3 rd "Plow Up" and "Plow Down".		
L. The couplings shall be permanently labeled.		
M. The couplings shall be arranged within the protective cover so the plow hoses can be connected or disconnected with the gloved hand.		
N. The spacing of the couplings shall provide for full service ability.		
O. The bumper mounted plow couplings shall have a protective cover.		

VALVES:		
A. All valves (directional, flow, load hold, relief, intensification and logic) shall be mounted in or on a sectional manifold stackable mobil design valving.		
B. All system logic shall be built into the valve assembly and shall provide a single cascading signal to the pump.		
C. The directional valves shall be sized to properly provide flow to the body, wing and plow functions regardless of cylinder size.		
D. Each valve shall include replaceable 12-volt coils.		
E. The spreader proportional valves must both be capable of handling 21 gpm.		
F. The flow of both the spinner and auger valves shall be limited electrically as required.		
G. The plow lift, wing toe, wing heel, and body lift functions shall have built-in load hold and pressure relief protection to provide safe and smooth operation.		
H. Flow spool stroke limiters shall be provided for each plow and body function.		
I. All of the above valves shall be of the highest quality, latest design, assembled and tested prior to installation.		
J. All valves shall have manual overrides.		
MANIFOLD:		
A. The hydraulic manifold shall be designed to handle all additional valves and all system logic shall be included within the manifold.		
B. All porting shall be bottom SAE O-ring type and shall be sized for maximum flow.		
C. The manifold shall include a 3,000 psi glycerin filled pressure gauge and a port to monitor the spreader auger circuit.		
D. The manifold shall include a built-in adjustable relief valve capable of full flow from the hydraulic pump.		
E. The relief valve shall be set to require pressure as dictated by the pump.		
F. All functions shall include cascading sensing networks to allow the hydraulic system to instantly select the correct flow and pressure regardless of the number of functions on operation or type of pump.		
G. Complete flow and pressure testing shall be performed before installation.		
HYDRAULIC RESERVOIR/VALVE ENCLOSURE:		
A. The hydraulic reservoir/enclosure shall be of sufficient capacity to provide the required hydraulic fluid reserve and cooling capacities.		
B. The hydraulic reservoir will be constructed of 7-gauge stainless steel and be internally baffled.		
C. Mounting bracket shall be designed and supplied by the reservoir supplier.		
D. Mounting system should allow for a minimum of at least 1" frame		

clearance for frame obstructions.		
E. The reservoir/enclosure shall be mounted in a manner as to not transmit any truck torsional loads thru the tank.		
F. The enclosure lid shall be removable by one person without the use of tools.		
G. All valve fittings, hose ends, filter, filler breather, sending units and any electrical connections shall be protected by enclosure cover.		
H. The reservoir supplier will provide all valve fittings (JIC connections) and plumb the return line from the valve to the filter.		
I. The cover shall protect both road and pressure washer spray.		
J. The directional control valve must be easily accessible from all six (6) sides without the use of tools.		
K. Hose exit and entrance must allow for components to be mounted adjacent to the enclosure.		
L. A 2" full flow brass ball valve shall be plumbed at the suction port of the tank and be safety wired in the "open" position.		
M. A low oil/high temp sending unit shall be mounted in the reservoir (wiring to the sensor on the reservoir shall be silicone sealed preventing water intrusion) and include a warning light mounted into the dash.		
N. The reservoir/enclosure shall be mounted on the curbside of the vehicle with the hydraulic reservoir.		
O. The reservoir/enclosure shall be mounted in such a way as to eliminate undue vibration and piping restrictions.		
P. The plumbing within the reservoir/enclosure shall contain a minimum number of hoses.		
Q. All components within the enclosure shall be mounted for serviceability.		
R. A weather-wear protected strip must be glued to not only bottom but also wherever needed to eliminate debris and moisture from entering the valve area.		
S. The combination reservoir/enclosure shall be permanently marked in black 1" high letters " HYDRAULIC OIL ONLY ".		
T. The reservoir/enclosure shall contain clean ISO grade 32, rust and oxidation inhibited with anti-foaming agent hydraulic oil.		
U. A laminated schematic of <u>all</u> hydraulic valves and <u>all</u> electric circuits shall be attached to the inside of the valve enclosure cover.		
JOYSTICKS FUNCTIONS:		
A. The joystick control center shall be an integral center for controlling all hydraulic functions.		
B. The unit shall be supplied with separate easy to service valve control connection, and main power connection.		
C. The center must also be supplied with color-coded wiring throughout.		

<p>D. The control center shall include the following joystick controls:</p> <ul style="list-style-type: none"> • Two (2) joysticks for hook lift functions (one for lift and one for slide). • One (1) joystick for front snow plow function (up/down/left/right) • One (1) joystick for patrol snow plow wing toe and heel functions. • Joystick must be able to swing and/or remove to allow for passenger to operate snow plow wing functions. <p><u>NOTE:</u> Existing joystick can be used if desired for either front snow plow or wing snow plow.</p>		
ANNUNCIATOR PANEL:		
<p>A. An annunciator panel shall be provided in the dash switch cluster.</p>		
<p>B. The panel shall have the following annunciators:</p> <ul style="list-style-type: none"> • Low Salt-shall light when the spreader auger pressure switch indicates falling pressure in auger hydraulic circuit. • Oil Level-shall light when oil level in reservoir drops to an unsafe level. • Filter Fault-shall light when the hydraulic filter is clogged. 		
IDENTIFICATION, MANUALS, ETC: (In Paper Format):		
<p>A. The following items below shall be supplied upon delivery for each vehicle in this bid package:</p> <ul style="list-style-type: none"> • Complete and legible designation of each functional control component indicating function. • Hydraulic schematic and electrical wiring diagram (for hydraulic system) and maintenances requirements. • Complete parts list with necessary ordering information. Parts list shall include cross reference to schematic component numbers and manufacturer's numbers. • Complete written operation of the hydraulic system. • Complete written maintenance and troubleshooting of hydraulic system. • Complete written calibration methods of spreader for automatic operations. 		

**SPECIFICATIONS: SPH-2013
SNOW PLOW HITCH**

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. Existing hitch shall be used if possible, to accommodate front snow plow and patrol wing snow plow. Hitch shall be engineered, designed, and built by a recognized manufacturer.	<input type="checkbox"/>	<input type="checkbox"/>
B. Any modifications to existing hitch or if vendor supplies newly designed hitch, that all diagrams, measurements, and pictures must be supplied. NO EXCEPTIONS	<input type="checkbox"/>	<input type="checkbox"/>
C. The hitch shall be a bumper to frame design for severe service, passenger side patrol wing snow plow, and mounting on all heavy-duty conventional rear-wheel drive trucks.	<input type="checkbox"/>	<input type="checkbox"/>
D. Hitch shall be designed to provide a minimum amount of front overhang.	<input type="checkbox"/>	<input type="checkbox"/>
E. The heavy-duty front frame hitch shall be designed to transmit plowing forces directly to the truck frame side rails with custom built side plates to fit the trucks specified in this bid package.	<input type="checkbox"/>	<input type="checkbox"/>
F. Hitch shall have custom check plate mounting to the front frame extensions of the chassis. Check plates shall have a matching “C” channel design if mounted between chassis frame rails on certain truck chassis. Outside mounting shall mount flush to outside of front frame extensions. All mounting shall be bolted to chassis frame rails.	<input type="checkbox"/>	<input type="checkbox"/>
G. Beam shall be required to allow full tilting of the truck hood, without any interference.	<input type="checkbox"/>	<input type="checkbox"/>
H. Lift arm shall fold down in a vertical position when not in plowing use and	<input type="checkbox"/>	<input type="checkbox"/>

plow not attached to lift arm.		
I. In the folded position, the lift cylinder shall be so positioned that if accidentally extended, shall not cause any damage to the hitch or truck.		
J. The plow hitch shall be mounted as close to grille as possible.		
K. Two (2) flexible 36" long orange bumper sight rods shall be mounted on bumper, one (1) on each corner.		
L. Plow connection pins shall be 1¼" diameter-two (2) shall be supplied with chain retainers.		
M. The specified truck bumper shall be cut and attached to either side of hitch side plates and reinforced as required using custom made bolt-on plates for easy replacement. Welding shall not be acceptable. Placement of bumper shall not interfere with tilting of hitch and front wing mast.		
N. The top of the bumper and front of grille shall have a removable Bustin type or approved equivalent plate deck mounted, full width.		
O. Existing NJTA 11' wide powered reversing snow plow shall be used on front of hitch.		
PAINT:		
A. Either new or modified front plow hitch shall be powder coated black with appropriate prep prior to powder coating to bond powder to hitch.		
MANUALS:		
A. Two (2) complete set of parts manuals for hitch and hydraulic cylinder shall be supplied upon delivery for each vehicle ordered.		

**SPECIFICATIONS: PWSP-2013
PATROL WING SNOW PLOW**

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. The patrol wing snow plow shall be designed to mount on the front hitch of the truck.		
B. The snow plow shall be new and of the latest design and be in current production at the time of the submission of bid.		
C. All standard and optional equipment shall be Original Equipment Manufacturer (OEM) items, when available. NO EXCEPTIONS		
D. Bidders must submit with their bid, detailed specifications, and pictures of their patrol wing snow plow being bid.		
E. The front suspension of the Authority' supplied chassis shall need to have additional auxiliary springs and or air bags to support added weight of hitch and wing plow.		
MOLDBOARD:		
A. Moldboard shall be formed from 3/16" A36 steel.		
B. Overall length shall be 11'.		
C. Moldboard inboard shall be 29", outboard height shall be 39" (both inboard and outboard measurements include the 8" cutting edge installed).		
D. Cutting edge shall be manufactured of 1084 steel or approved equivalent, hot rolled.		
E. Moldboard shall have a top formed channel measuring 2½" x 1".		
F. Moldboard bottom angle shall be a minimum of 4" x 4" x ¾" thick structural iron and shall be reinforced by 3" x 3" x ½" gussets between each bolt hole.		

G. The front or toe of the moldboard shall be mounted to the front hinge plate by a single 1½" diameter grade 5 bolt with a top lock nut.		
H. Moldboard ribs shall be a minimum ½" thick flame-cut one piece A36 steel.		
I. There shall be a minimum of seven (7) ribs per moldboard, which shall be continuously welded from the top formed channel of the moldboard to the bottom angle for structural strength.		
J. The front wing cross tube shall be manufactured from 4" x 6" x ½" steel tube.		
K. The cross tube for the wing post shall be mounted to the front hitch of the truck passing through a steel reinforced mounting plate measuring 28" x 16" x ½", plate pre-fabricated with a single flame-cut 4¼" x 6¼" hole positioned 3" from the bottom and 3" from the side of the plate.		
WING POST:		
A. The wing post shall allow the toe of the wing moldboard to float freely over rough roads and shoulders.		
B. Wing post shall have 12" of lift and designed to allow the moldboard to float up to a minimum of 8" to 12" when in plowing position.		
C. The post front structure shall be 24" high and 14" wide. The post weldment shall be manufactured with a .750" inside mounting plate and a matching .500" outer plate.		
D. .375" front base plate shall set the width of the post, support the .500" inner lower hinge brackets and the .750" bottom cylinder mounts. Internal reinforcement with a .500" radius plate shall be welded to both side plates and the front base plate.		
E. The upper and lower link arms shall be .750" radius bar with 1.750" machined hole on each end.		
F. The upper arm assembly shall be reinforced with a 2.500" schedule 80 pipe at the front anchor. The lower arm assembly shall be reinforced with 2.500" schedule 80 pipe at the front anchor and .500" x 5.00 plates to the rear.		
G. The lift/float link shall be .500" bar with a radius at the anchor end reinforced with a 2.500" schedule 80 pipe.		
H. The rear of the link shall be 1.000" plate reinforced with .625" bar and shall include two (2) .625" upper cylinder mounts. The rear lift weldment shall have an outer 1.000" and inner .500" bar with radius ends and machined 1.750" holes.		
I. Bars shall be spaced and supported with two (2) 2.500" schedule 80 pipes and two (2) .500" x 4.000" triangular gussets.		
J. The hinge shall consist of three (3) 1.000" thick radius ears that have approximately 1.500" machined holes, spaced evenly and reinforced		

with two (2) .250" x 2.000" x 2.000" angles.		
K. All 1.750" machined holes shall have hardened bushings. Hinge pin bolts shall be 1.500" o.d.		
L. Hinge pin bolts shall be retained with machine bushings and top lock nuts.		
N. Lift cylinder shall be a 3.000" i.d. x 10.000" stroke with a 1.500" nitrated rod.		
O. Cylinder shall be attached within the post with 1.000" stress proof pins, machine washers and roll pins.		
REAR WING MOUNT:		
A. The rear wing mount shall be designed for installation of an upper and lower push arm along with a heel cylinder.		
B. The rear mount plate and tubular design shall be reinforced in a way that can withstand forces that are applied during the wing plow operation.		
C. Rear mount shall have rear push arm mounting weldments attached to the outboard end consisting of two (2) ½" steel reinforced attachments, welded in place in parallel and pre-punched to allow the rear wing push arms and heel cylinder to be mounted to it by the required 1¼" stress-proof pins.		
D. There shall be two (2) rear wing heavy-duty adjustable spring cushioned push arms.		
E. Outer tube of push arm shall be at least 3½" o.d. schedule 80 pipe with a solid 2¾" minimum steel inner shaft.		
F. The cushion spring of the push arm shall have free height of approximately 6½", a bar diameter of 9/16", 7½" total coils, and able to bear a solid load of 2,500 lbs.		
G. Spring shall be fabricated of AISI 5160H steel or approved equivalent steel.		
H. All hardware and fasteners shall be corrosion resistant.		
I. A 3" x 15" double acting decelerating heel cylinder with a 2" nitrated rod shall attach to the adjustable upper push arm.		
WELDING:		
A. All welds shall be continuous.		
B. All welding performed in the manufacturing of the snow plow shall be done by certified welders.		
C. The welding certification shall come from a recognized welding supply manufacturer and/or school.		
PAINT:		
A. All steel parts shall have the mill scale and oil removed by means of a high pressure chemical cleaner prior to painting.		
B. These surfaces shall be primed with a zinc rich, rust preventive primer.		

C. All painting shall be done in conjunction with good commercial practices.		
D. Paint color of plow shall be manufacturer's standard highway orange powder coated.		
WING PLOW LIGHT:		
A. Install one (1) Whelen Model # PFBS12 or approved equivalent, 1,000 lumens, 12-volt swivel mount white LED work light.		
B. The assembly shall be positioned to illuminate the wing snow plow operation.		
C. Wiring shall include "SO" two (2) conductor quick-disconnect weather resistant pack connector.		
D. A back-lit rocker type labeled wing plow light shall be dash-mounted into the OEM wiring logic.		
E. Wires going into the wing plow light shall be sealed with silicone.		
WING PLOW LASER:		
A. The wing plow laser shall be a LaserLine Model GL3000PMC or approved equivalent.		
B. The guidance laser shall establish the wing plow trailing edge location before you get there.		
C. The laser reference spot is on the road and in driver's normal field of view.		
D. The laser housing shall be weatherproof and hermetically sealed and dry nitrogen charged for operation in virtually any weather condition.		
E. The laser system shall work directly from the 12-volt of the truck.		
F. A back-lit rocker type labeled laser light shall be dash-mounted into the OEM wiring logic.		

SPECIFICATIONS: RL-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-BEHIND THE CAB MOUNTING:	COMPLY	
	YES	NO
A. SAE J845 Class I Ecco Roto LED Beacon, Model # 7660A or approved equivalent rotating amber warning light.		
B. Lights (one on each side) shall be attached to the light bracket assembly via 2" o.d. square x .1875 stainless steel crossbar.		
C. Crossbar tubing shall be gusseted to channel uprights and provide an approximate 9½' wide, outside to outside revolving light setting but shall not be wider than the exterior mirrors.		
D. Bottom of light bracket assembly shall be at least 1" higher than the cab roof but in no way interfere with the hook lift assembly or any bodies listed in this bid package.		
E. Light assembly shall have ¼" stainless steel mounting plates for each revolving light and all wiring to the revolving lights shall be routed <u>inside</u> tube assembly and through mounting base via type “SO” cord. (Wiring shall be hard-wired—plugs shall not be acceptable).		
F. All wiring shall be sized to sufficiently handle current demands of all lighting and be grounded to truck frame.		
G. All wiring shall use two (2) conductor weather pack connectors.		
H. Light assembly shall be securely attached to chassis frame rail via a minimum of two (2) 4" formed 10-gauge or thicker vertical channels with stainless steel braces, cross braces and supports adequate to prevent vibration and to handle severe service.		
I. Structure must be built to keep vibration at a minimum.		
J. Entire assembly shall use stainless steel fasteners throughout.		
K. Lights shall be wired to dash-mounted and incorporated into the OEM wiring logic within a load protected circuit.		

FAILURE TO COMPLETE ALL AREAS MAY RESULT IN REJECTION OF BID

UNIT INFORMATION FORM

(Must be submitted by vendor with bid documents)

MATERIAL TRANSPORT SYSTEM (HOOK LIFT):

YEAR: _____ MAKE: _____ MODEL: _____

CAPACITY: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

HYDRAULIC SYSTEM:

MAKE: _____

HYDRAULIC PUMP
MODEL: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

CHIPPER BOX BODY:

YEAR: _____ MAKE: _____ MODEL: _____

CAPACITY: _____ CUBIC YARDS

LENGTH: _____

WIDTH: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

VAN BODY:

YEAR: _____ MAKE: _____ MODEL: _____

INSIDE LENGTH: _____

INSIDE HEIGHT: _____

INSIDE WIDTH: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

PATROL WING SNOW PLOW:

MAKE: _____ MODEL: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

WING SNOW PLOW LASER:

MAKE: _____ MODEL: _____

INSTALLER: _____

SERVICING AGENCY: _____

LOCATED AT: _____

TELEPHONE #: _____

CONTACT: _____

Name & Title

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