

REQUEST FOR BID NOTICE

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

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

New Jersey Turnpike Administrative Offices

P.O. Box 5042

581 Main Street

Woodbridge, New Jersey 07095-5042

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

REQUEST FOR BID

TITLE: **2014 – 2017 SNOW REMOVAL AND SALTING SERVICES ON BOTH ROADWAYS**

BID NO: RM-109003

DUE DATE: JULY 3, 2014

TIME: 11:00 AM

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

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

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

REQUEST FOR BID

TITLE: **2014 – 2017 SNOW REMOVAL AND SALTING SERVICES ON BOTH ROADWAYS**

BID NO: RM-109003

DUE DATE: JULY 3, 2014

TIME: 11:00 AM

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

**BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)**

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.

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER (SPECIFY): _____

SECTION I

A. INTRODUCTION

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

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

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

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request for Bids (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. A **pre-bid meeting** will be held on June 20, 2014 at 1:00 PM at the New Jersey Turnpike Administrative Offices: 581 Main Street. Woodbridge, New Jersey 07095. Any questions regarding this meeting, please call 732-750-5300 contact: Rich Bava X 8630.
6. If checked this RFB requires the **following mandatory document(s) or the Bid will be rejected:**
 - (a) Bid Bond or Cashier’s Check for 10% of the amount Bid or a Letter of Surety
 - (b) Stockholder/Partnership Disclosure Statement
7. See the Authority’s Instruction to Bidders for a complete list of the Authority’s standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**ATTACHED**). **The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**
 - (a) State of New Jersey Division of Revenue Business Registration Certificate
 - (b) Certification of Registration with the Secretary of State (only if non-NJ corporation)
 - (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
 - (d) Public Works Contractor Registration Certificate(s) (if applicable)
 - (e) Affirmative Action Information Sheet with Certificate or Form AA302
 - (f) Signed Mandatory Equal Employment Opportunity Language
 - (g) SBE/WBE/MBE Certificates and Form
 - (h) Vendor Disclosure Form (EO129-Location of Services)
 - (i) Notice of Set-Off for State Tax (P.L. 1999, c 159)
 - (j) Automobile Insurance Liability Waiver
 - (k) Insurance Certificate
 - (l) Disclosure of Investment in Iran

BIDDER GUIDELINES/CHECKLIST (Continued)

- | | |
|---|-------------------------------------|
| 8. Bidder must sign Bid | <input checked="" type="checkbox"/> |
| 9. Qualifying Affidavit (Pages 8-9) | <input checked="" type="checkbox"/> |
| 10. Qualification Questionnaire (Pages 10-11) | <input checked="" type="checkbox"/> |

CAUSES FOR POTENTIAL REJECTION OF BID

In compliance with statutory and decisional law, the New Jersey Turnpike Authority reserves the right to reject any bid in its sole discretion deemed not to be in its best interest, including but not limited to the following reasons:

- failure to comply with any requirement of the bid documents;
- if bid prices are deemed to be excessive;
- if upon inspection, the Director of Maintenance finds the Bidder's equipment to be unacceptable;
- past performance has been deemed unsatisfactory; or
- if an area or the bid solicitation has been cancelled.

CONTRACT BOND

A Contract Bond will be required from the successful bidder after award of the Contract. The Contract Bond shall be on the New Jersey Turnpike Authority form, fully executed by the Contractor and the bonding company, licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.

The Contract Bond amounts for each Contract will be 50% of the Contract value as listed on the Bid Sheets herein.

NEW JERSEY TURNPIKE/GARDEN STATE PARKWAY

SNOW REMOVAL AND SALTING SERVICES

INDEX

	Page
Bidder Guidelines Checklist	4
Causes for Potential Rejection of Bid	5
Index	6
Intention- Request for Bids.....	7
Qualifying Affidavit	9
Qualification Questionnaire	11
Agreement.....	13
Notification of Intent to Subcontract	15
No Response Bid Survey	16
Signature Page	17
Exception Form.....	18
SECTION 1.....	19
Technical Specifications – Combined Roadways Items 1-30	
SECTION 2.....	36
Contract Specifications – Garden State Parkway Proposal/Rate Schedule Forms – Parkway (BID SHEETS PER AREA)	
SECTION 3.....	51
Contract Specifications – New Jersey Turnpike Proposal/Rate Schedule Forms – Turnpike (BID SHEETS PER AREA)	
SECTION 4.....	62
Floating Snow Plow Teams N.J. Turnpike and Garden State Parkway Proposal/Rate Schedule Forms – “Floating” (BID SHEETS PER AREA)	

REQUEST FOR BIDS

Sealed Bids for RM-109003 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

INTENTION

It is the intention of the Authority to issue a Purchase Agreement for the procurement of **2014 – 2017 SNOW REMOVAL AND SALTING SERVICES ON BOTH ROADWAYS** Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for (3) three years with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Any questions regarding this procurement contract, please call 732-750-5300 contact: Richard Bava 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 Procurement and Materials Management Department ("PMM") 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 PMM. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of PMM 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 PMM 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 PMM 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.

Bidders must supply a price for every item listed per area. Bids not having a price in all listed items per area may be rejected. The bid will be awarded to the vendor who supplies the lowest total cost for ALL items per area as listed in the bid. The value of each area is an estimate and is not guaranteed. Contract Bond amounts are listed on each area bid sheet.

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

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

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

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

NEW JERSEY TURNPIKE AUTHORITY

Andrea E. Ward
Director, PMM Department

_____/_____
Name of Company / Authorized Signature of Bid

8. That, if a Corporation, the corporation _____ incorporated in the State of _____ (is, is not) New Jersey. If not a New Jersey Corporation, the corporation _____ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from Secretary of State).
9. That, in accordance with said Procedures as of the date of signing this Affidavit, _____ Company has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent Authority by reason of claiming its rights to withdraw a bid because of unilateral mistake, and has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent authority, for any other reason except as follows (if none, so state):
10. That this Contractor's Qualifying Statement is made to induce the New Jersey Turnpike Authority to accept qualifications knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements therein contained.

Company

Sworn and subscribed to before me this

_____ day of _____ 20 _____

Signature

Notary Public

Title

NOTE: Complete and Return With Bid

NEW JERSEY TURNPIKE AUTHORITY
QUALIFICATION QUESTIONNAIRE FOR SNOW REMOVAL & SALTING

Bidders Shall Complete This Questionnaire In Its Entirety For Each Contract Being Bid Upon. Any Bidder Who Fails To Complete This Form In Its Entirety Shall Be Considered Non-Responsive And May Result In Rejection Of The Bid.

Name of Firm/Contractor _____

Business Address _____ Phone# _____

Home Address _____ Phone # _____

Name of Superintendent/Representative _____

Business Address _____ Phone # _____

List Two (2) State Agencies for which you have provided similar services:

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Indicate how long you have provided contract plowing services of this type:

Year's _____ Months _____

NEW JERSEY TURNPIKE AUTHORITY

DRAFT CONTRACT FOR SNOW REMOVAL AND SALTING SERVICES
OCTOBER 15, 2014 THROUGH APRIL 30, 2017

SNOW PLOW CONTRACT(S) # _____

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services of **2014-2017 SNOW REMOVAL AND SALTING** specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate three (3) years there from, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

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

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Secretary

[Corporate Seal]

BY _____
Joseph Mrozek
Executive Director

ATTEST:

Company Name

Name
Title

[Corporate Seal]

BY _____
Name
Title

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-109003

PROPOSAL TITLE: SNOW REMOVAL & SALTING SERVICES

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:_____

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: _____

E-mail Address: _____

SECTION 1

SPECIFICATIONS FOR SNOW REMOVAL & SALTING SERVICES FOR BOTH ROADWAYS

1. DEFINITIONS

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

AUTHORITY - The New Jersey Turnpike Authority

DIRECTOR - Director of Maintenance of the Authority or his respective duly designated representative, acting within the scope of the particular authority vested in him.

PROJECT - The entire scope of work to be performed under the Contract, including the furnishing and doing of all things necessary or proper therefore or incidental thereto.

HOLIDAY - The following days shall be considered Holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Thanksgiving Day
Christmas Day
Easter

In addition, whenever any of the six mentioned Holidays falls on a weekend and is observed on a weekday, the day of observance shall be considered as a Holiday.

ROADWAY - The New Jersey Turnpike or the Garden State Parkway

SNOW SEASON – October 15th through April 30th of each calendar year for the term of the Contract.

2. SUBMISSION OF PROPOSAL GUARANTEE

Bidder shall submit a proposal guarantee with its bid proposal which will consist, at bidder's option, of any one of the following as listed below. Failure to submit with the bid submission will be grounds for mandatory rejection:

- (a) a Proposal Bond in the amount of 10% of the bid or a Letter of Surety. The Proposal Bond or Letter of Surety shall be fully executed by the bidder and the bonding company licensed to do business in the State of New Jersey with an AM Best Rating of A-VII or better.
- (b) a Cashier's Check in the amount of 10% of the bid payable to the New Jersey Turnpike Authority.

3. EXECUTION OF CONTRACT AND CONTRACT BOND

The Contractor to whom the Contract(s) has been awarded shall within ten (10) days of the date of Notification of Award:

- (a) Execute and deliver to the Authority five (5) originals of the Contract.
- (b) Execute and deliver to the Authority an original Contract Bond on the Authority's form in a sum not less than 50% of the amount listed on each bid sheet per area. The Contractor shall maintain this Contract Bond until final payment is made by the Authority. In the event of insolvency of the Surety, the Contractor shall forth with furnish and maintain other Surety satisfactory to the Authority.

The above shall be executed and delivered before the Contract(s) will be executed and dated by the Authority.

4. TERM OF CONTRACT AND BID PRICES

For plow trucks, salt spreaders, loaders, and pickups or other vehicles with arrow boards, the contract period shall be a (3) three year contract from **October 15, 2014 through April 30, 2017**. The Authority reserves the right to extend the contract for two additional one-year periods with the concurrence for the Contractor.

The bidder's prices shall remain firm for **one (1)** year. Succeeding years of the contract will be adjusted yearly based on the CPI as designated in the average Consumer Price Index for the combined New York City/ Northern New Jersey and Philadelphia/ Southern New Jersey areas, however, the maximum increase permitted for any year of the contract shall be five percent (5%).

The benchmark for calculation purposes shall be the difference in the CPI from the previous base year and calculated yearly for each contract thereafter with the year ending in April. The bidder's prices shall remain firm for **one (1)** year. Should the average CPI decrease between the completed contract year and the next year of the contract, the Contractor's rate shall remain the same for the up-coming year of the contract as the most recently completed contract year, i.e., there will be no decrease.

5. BID SUBMISSION AND AWARD

- (a.) Bidders must insert a unit price for **each** line item being bid or their bid may be rejected.

The Snow Plowing/Salt Spreading Questionnaire shall be properly completed and submitted with the bid. **Failure to submit this document with the bid may result in the rejection of the bid.**

- (b.) Contracts shall be awarded based on the Total Price stated on the bid sheet for each area.

6. FAMILIARITY WITH WORK

It is the obligation of the bidder to ascertain for himself, his superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where snow removal operations will be undertaken, including the physical characteristics

above and on the surfaces of the Roadway, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his acceptance of all the specifications and field conditions.

7. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this Contract **without the prior written approval of the Authority.**

In the event any creditor or third person shall have claim against the Contractor's equipment, containing equipment of the Authority, and the Contractor believes his equipment will be repossessed, the Contractor shall immediately notify the Director that he has just cause to believe that his equipment shall be repossessed and he shall immediately detach the Authority's equipment from his equipment and the Authority shall, within 24 hours, promptly pick-up said equipment at the Contractor's premises.

In the event the Contractor without just cause has failed to notify the Director of the repossession or the impending repossession of his equipment, containing the Authority's equipment, and the Authority must institute legal proceedings against any Constable, Sheriff or third party Judgment Creditor, for repossession of its equipment, the Contractor agrees to reimburse the Authority for any and all losses and/or expenses sustained by the Authority in the recovery of its property.

8. RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the equipment employed in the prosecution of the work hereunder and agrees to make no claims against the Authority for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to roadway property, caused by his negligence in the performance of work under this Contract, including, but not limited to equipment that may be furnished to the Contractor, guide rail, bridge parapets and railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the Authority reserves the right to immediately effect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the Authority may deduct the cost of such repairs and related expenses incurred by the Authority from any monies due to the Contractor under this Contract.

The above paragraph shall not apply to damage sustained to Authority owned equipment due to ordinary wear and tear resulting from Contractor's snow removal operations under this contract.

Note: The Contractor shall not use any equipment supplied by the Authority for any purpose other than snowplowing/salt spreading operations on the Roadway as covered by his contract. Should the Authority determine that the Contractor has utilized such equipment for non-roadway use; the Authority reserves the right to rescind the contract and re-award to the next responsible bidder. In such instance, the defaulting Contractor

shall be liable for any cost incurred between the substitute Contractor and the awarded Contractor for the provision of services.

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V A of the “Instructions to Bidders” attached hereto. In addition to the insurance requirements in Sections V A, 1, 2 and 3, the Contractor shall provide the following:

3b. Umbrella Liability Insurance. Umbrella liability insurance is required with limits in excess of those underlying policies stated under Sections VA 1, 2 and 3 of the Instruction to Bidders with minimum limits as follows: \$3 million minimum limit each occurrence and \$3 million - annual aggregate. The policy shall name the New Jersey Turnpike Authority, its Commissioners, officers, employees and agents as additional insured.

10. ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Director all accidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the working site, which cause death, personal injury or property damage, giving full details and statements of witnesses.

In addition, if death or serious personal injury is caused, the accident shall be reported immediately by telephone to the Director.

If any claim is made by a third person against the Contractor on account of any accident, the Contractor shall promptly report to the Director the matter in writing to the Authority giving full details of the claim.

11. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon notification by either Roadway Director in accordance with provisions included hereinafter, using the required number of equipment. The work shall be prosecuted diligently without delay from the start to the completion of the snow removal operation.

12. DAILY REPORTS

The Authority reserves the right to expect Contractors to utilize any automated time and/or geographical system implemented by the Authority during the Contract. The purposes of such include but are not limited to; properly recording hours worked, verification of invoices, payment and location during any weather related events.

The Contractor shall submit a report of his operations for each 24 - hour period from midnight to midnight and shall indicate therein the time of employees and equipment engaged. Forms for such reports will be supplied by the Authority and all information requested shall be furnished. Reports shall be signed by the Contractor’s Supervisor and shall be delivered to the Director on a daily basis.

13. SNOW REMOVAL OPERATIONS

Upon receipt of a telephone call from the Director, the Contractor shall immediately procure the necessary personnel to operate the equipment and shall inform the Director, by telephone, when all personnel are in and the equipment are ready to leave his yard. Equipment shall not leave the Contractor's yard without orders from the Director. Upon receipt of orders to proceed, equipment shall be dispatched and operated in teams consisting of the number of equipment with supervision required at locations assigned by the Director. Prior to entering the Roadway, each vehicle shall be subject to inspection for proper operations of lights, safety equipment and ballast to minimum 55,000 GVW except in areas where otherwise specified. All of the above shall be in proper working order and each team shall be complete before entering the Roadway.

Roadway shall be plowed and/or spread with salt the entire graded width of the Roadway, toll plazas, parking lots, rest areas, ramps, service areas, access roads to State Police facilities and other traveled areas generally between guide-rail curb lines and gutters shall be plowed/spread. Ramp connections to the roadway and cut throughs shall be cleared simultaneously with the operations on the Roadway as directed.

The Contractor shall furnish relief drivers as required by Federal & State CDL maximum driving time regulations. The vertical clearances between the pavement and plow blades will be determined by the Director.

The Contractor shall keep the Director constantly informed as to the progress of the work during the storm, in accordance with the technical specifications herein. The actual method of operation for the plows in any one team will be as directed by the Director. The basic snow plowing operation will consist of a lead plow working the inside lane and having the remaining plows following in such a manner that they push over still further the snow plowed by the preceding truck and as much additional snow as possible.

In all cases, the Director will determine the extent of areas to be cleared during each stage of the operation and he shall direct the distribution of equipment to expedite snow removal operations. Prior to commencing work, the Contractor MUST supply a list of driver's to include operating and relief drivers to the Director. By submission of this document, the Contractor is verifying that the drivers whose names appear are holders of a Valid Commercial Driver's License (CDL).

The Contractor shall arrange to do all refueling within the specified area of responsibility by whatever means he determines. In the event that fuel is not available to the Contractor from his own sources, the Authority will direct him to a fuel supply on the roadway at the service areas or by means of portable gasoline/diesel fuel tanks and is responsible for all associated costs.

14. E-Z PASS

In order to better monitor operational expenditures, the Authority has modified the way in which snow removal Contractors will be provided Toll Free Passage for their vehicles **during operating hours only**. Contractors will no longer be provided Authority "non-revenue" passes for performing services on the Authority's roadways. Instead, Contractors will be required to obtain and utilize their own E-Z Pass transponders for each piece of equipment. **The Authority will reimburse each Contractor for verified E-Z Pass usage with copies of their E-Z Pass Statements and highlighting the applicable transactions related to their Services, thereby affording them toll free passage.** If the Contractor receives any Notices of E-Z Pass Violation

related to performing Services, the Contractor should submit those Notices to the Authority. Such Notices will be dismissed based on verified performance of Services. This process will be implemented by the Maintenance Department, whose staff will assist Contractors in submitting the appropriate document verification for orderly and prompt payment.

15. MANDATORY MEETING AFTER AWARD

A meeting to review the snow removal procedures with Authority's Maintenance Department personnel and the Contractor will be arranged prior to the snow season. All operations will be conducted according to prevailing roadway procedures that will be discussed. Failure to attend this meeting may be considered a breach of contract. If so, the Authority reserves the right to rescind the contract. **No payment will be made for attendance at this required meeting.**

16. STARTING – STOPPING TIME

Whenever a Contractor is called for plowing/spreading, or standby, the time shall start when a full team is made ready to plow in their designated starting area. However, the Authority reserves the right to start with less than a full complement called out.

The number of vehicles assigned to each team will be determined at the mandatory pre-season meetings. The Authority Representative will notify the Contractor's superintendent, who in turn shall notify each vehicle when operations are completed. Loaders will normally be assigned to remove snow at the designated plazas, service areas, or rest areas. Operating time will start when the loader commences plowing at the assigned plaza, service area or rest area

If, during plowing operations, a Loader is moved from its original assigned location to another location at the direction of Maintenance Department Representative, time related to travel will not be deducted. The Maintenance Department Representative will notify the Loader operator when to return to its original designated snow removal starting location.

17. TIMING AND PAYMENT

A. OPERATING TIME

The CPI index shall apply to the Standard Operating Time prices bid for all vehicles such as plow trucks, spreaders, loaders, supervisory and backup vehicles. The number of operating hours for which payment will be made will be the number of hours each truck is actually on the Roadway and engaged in snow removal operations.

Payment for operating hours will be made for the quantity of hours as above determined at the price bid for operating hour. An OPERATING HOUR price in the Proposal shall include the cost of furnishing a heavy duty truck, loader, drivers, other labor, materials, fuel, oil, ballasts, repairs, maintenance, transportation, and all else necessary therefore, and all other work in connection therewith and incidental thereto.

Standard Operating Time (Monday – Friday):

This will be the hourly bid price for standard time per truck for each snow section. This hourly rate includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays (referenced under section 1.1).

Premium Operating Time (Saturday, Sunday and Holidays):

This will be a **flat hourly rate of (\$15.00) per hour, per vehicle, added to the Bidder's hourly bid price** for standard time **for trucks, loaders and supervisor vehicles**. This hourly rate will be the total amount paid for the work performed on Saturdays, Sundays and observed holidays (referenced under section 1.1). The CPI index for Premium Time in any year after the first year of the contract shall be calculated as follows: (Last year's Standard Operating Time for vehicle type X CPI %) +\$15.

B. SUPERVISOR TIME

The Contractor shall furnish a supervisor as indicated in the contract, who shall be responsible for the Contractor's entire operation and will answer directly to the Maintenance Department Representative. The Contractor shall furnish supervisors as required by the Maintenance Department Representative per area. If the Contractor has more than one area, the Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

The supervisor shall also assure that a mechanic(s) will be provided on site for the duration of the storm and that all Contractor equipment is road ready. The supervisor shall not at any time perform dual roles of supervisor and mechanic.

The Monday through Friday Standard Standby rate to be paid for each Contractor's supervisor with vehicle shall be one-hundred twenty five (\$125.00) dollars per hour, with fractions of hours being calculated on a 1/4 hour basis.

C. STAND-BY TIME

The number of stand-by hours for which pay will be made will be the total number of hours each truck, including drivers, is on a stand-by basis as ordered by the Director, either in the Contractor's yard or in the maintenance area to which it is assigned. Stand-by time will be paid only for equipment fully manned, all equipment hooked up and ready for immediate operation.

Standby rate will apply to **all** Contractor equipment being used in the actual plowing of the roadway. The number of standby hours for which payment will be made will be the total number of hours each specified piece of equipment, including drivers/operators on a standby basis as directed by the Maintenance Department Representative in the maintenance area to which it is assigned.

Payment for **Regular Standby Hours** (Monday through Friday), will be made for the quantity of hours, as above determined AT THE BID RATE for Plow Trucks, Spreaders, and Loaders. **Premium Standby Hours** (Saturday, Sunday, and Holidays) will be paid at an additional \$15 per hour above regular standby hours for Plow Trucks, Spreaders, Loaders, Supervisor Vehicles. **Regular & Premium Standby Hours will remain at the rates bid and not be subjected to the CPI Index increase over the duration of the contract or any extensions:**

The price includes the cost of furnishing the specified equipment, drivers and/or operators, other labor, materials, fuel oil, ballast, repairs, maintenance, transportation and all costs and expenses, with fractions of hours being calculated on a 1/4 hour basis.

18. MEAL TIME

The Contractor will be allowed one-half (1/2) hour per plow team per six hours of "Operating" time for meals. This one-half (1/2) hour period will be included in the "Operating" time to be paid by the Authority.

19. DISABLED VEHICLES

No time will be allowed for vehicles which become disabled and are unable to continue plowing, nor for the time consumed in repair work in cumulative excess of one-half (1/2) hour for any eight (8) hour period. No time will be allowed for vehicles with arrow boards, loaders, plow trucks and spreaders, which become disabled and are unable to continue operating for time consumed in repair in excess of one hour.

If mutually agreed, the Authority shall render such repairs to the Contractor's equipment.

In those cases where it has been agreed that the Authority will repair the equipment, if the repairs are completed within one hour, the Contractor shall be charged for all Authority labor and materials involved. In addition, the Contractor will be paid for time out of service, with fractions of hours calculated on a half-hour basis. If repairs exceed one hour, the Contractor shall be charged for all Authority labor and materials **and will not be paid for time out of service.**

20. CALL-OUT MINIMUM

Payment will be made for a minimum of eight (8) hours of either operating time or standby time, or a combination thereof when the Contractor is issued a call-out and reports ready for work at the Contractor's designated location within one (1) hour as described in the RFB. Stand-by time will be paid only when all designated trucks and other equipment are fully manned and ready for immediate operation.

21. MINIMUM COMPENSATION

The Contractor is guaranteed to receive a specified minimum compensation per year under this contract. This guaranteed minimum compensation per year shall be calculated at \$1,000.00 times the number of plow trucks (including spare plow trucks if requested in the individual contract) and loaders (if applicable) committed under this contract as detailed below, even if his vehicles are not called out or work insufficient hours during that year to generate that compensation under the contract rates. This is **not** an additional payment beyond the call-out compensation, but is a guarantee that the Contractor will receive that specified minimum compensation per year:

Example Minimum Compensation Schedule

CONTRACT NO.	PLOW TRUCKS	SPARES	LOADERS	BACK-UP VEHICLES	TOTAL NO OF VEHICLES	GUARANTEED AMOUNT
Contract No. XXXXX	6	1	0	0	7	\$7000.00

22. INVOICING

A. All bills shall be submitted by area and contract

All accounts payable/invoicing requests submitted to the Authority by the Contractor shall be submitted on official Contractor invoice forms along with the Contractor's Time Sheet, which shall be signed by both an Authority representative and contractor supervisor. This shall be in accordance with the Authority's normal accounts payable procedures and requirements. The Contractor's invoice shall list all facilities serviced and their corresponding service charge itemized in sufficient detail to enable the Authority to match each and every component charge to the corresponding line items as described on the bid sheet (See "C. Invoice Example" on next page) All Contractor Invoices shall reflect the services rendered. Under no circumstances will the Authority prepay for services not rendered.

732-750-5300 (X 8147)

ATTENTION: NATALIA HERNANDEZ
FINANCE DEPARTMENT
NEW JERSEY TURNPIKE AUTHORITY
P.O. BOX # 5042
WOODBIDGE, NJ 07095

B. Separate District Costs

In cases where Contractors are operating out of two or more yards, a separate bill must be rendered for each yard. In no case shall bills, time reports, payrolls, receipts or any other data be consolidated.

C. Invoice Example

Bill To:			Date:		Invoice#
New Jersey Turnpike Authority P.O. Box 5042 Woodbridge, NJ 07095					
Description	Quantity	Rate			Amount
Storm Date:					
Contract Number:					
Standby Hours M-F - Trucks					
Standby Hours M-F - Supervisor					
Standby Hours S/S/H - Trucks					
Standby Hours S/S/H - Supervisor					
Operating Hours M-F - Trucks					
Operating Hours M-F - Supervisor					
Operating Hours S/S/H - Trucks					
Operating Hours S/S/H - Supervisor					
Standby Hours M-F - Loaders					
Standby Hours M-F - Arrow Board					
Standby Hours S/S/H - Loaders					
Standby Hours S/S/H - Arrow Board					
Operating Hours M-F - Loaders					
Operating Hours M-F - Arrow Board					
Operating Hours S/S/H - Loaders					
Operating Hours S/S/H - Arrow Board					
		TOTAL AMOUNT DUE			

23. WORK TO BE PERFORMED

The work to be performed under this bid consists of the plowing of snow and salt spreading on the Garden State Parkway and New Jersey Turnpike mainline, ramps, parking lots, toll plazas, Authority-owned service areas and properties as required on the bid sheet and work force when and where directed by the Director or designee. As required shall include the furnishing of manned equipment, including trucks equipped with plows and / or spreaders, pickups or other vehicles with arrow boards, and loaders. Contractors are to provide all fuel, oil, ballast, repairs, insurance, supervision, and mechanic(s) as required. Contractors will be responsible for supplying any related equipment; supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract awarded for the duration of the call out.

Prior to the award of a contract, the Authority reserves the right to have its representatives inspect all equipment proposed by the Contractor for compliance with the specification requirements.

The Authority may furnish, at designated Authority locations, salt spreaders and snowplows with mounting apparatus for attachment to the bidder's trucks. The Contractor shall be responsible for the pick-up and return of all Authority equipment in the same condition as which it was originally received.

24. VEHICLE / EQUIPMENT REQUIREMENTS

A. Plow Trucks

Plow trucks shall be heavy duty, tandem rear-axle **and a minimum ten (10) yard capacity** with a minimum gross weight of 55,000 pounds when loaded, and must provide their own ballast.

All heavy duty trucks shall be equipped with at least two alternately flashing amber lights mounted high in the body and facing the rear, and a **LED and/or rotating beacon visible in both the front and** rear in addition to the other standard lighting equipment. The Contractor shall install and maintain such beacon in operating condition on each heavy-duty truck employed.

All above equipment specifically mentioned shall be considered an essential part of the Contractor's equipment and shall be maintained in fully operating condition at all times when such equipment are in operation on the New Jersey Turnpike, except that rotating amber beacons on heavy duty dump trucks shall be operated during maneuvers only as ordered by the Director.

The Authority may furnish the necessary plows, front push frames, **salt spreaders** and hydraulic pump units as described hereinafter.

B. Supervisory Pick-up Trucks

The Contractor shall furnish a supervisor with transportation, who will act as coordinator for all Contract activities. THE SUPERVISOR SHALL NOT RIDE IN ANY OF THE SNOW PLOW VEHICLES.

Supervisor's pick-up trucks shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber

beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

C. Front End Loaders

Loaders shall have a maximum width of 100” and shall be heavy duty, **articulated**, rubber tired, with a minimum 3-4 yard bucket, Each loader working at toll plazas and ramps shall have a minimum of two (2) strobe lights mounted on the unit and reflective striping on the rear of the unit. Units must meet all current OSHA, POSHA, ANSI, National Traffic & Motor Vehicle Safety Acts and any other applicable standards and regulations. The Contractor's supervisors must be in radio and/or cellular phone contact with their own equipment operators at all times.

D. Back up Vehicle

The backup vehicle shall be a vehicle furnished with a truck-mounted flashing arrow board having minimum dimensions of three (3) feet by six (6) feet, mounted five (5) feet off the pavement. The vehicle shall be equipped with at least two (2) simultaneously amber flashing lights mounted so that their height is as great as the cab and facing the rear; and a rotating amber beacon mounted on top of the cab in such a fashion as to be visible throughout 360 degrees, all in addition to other standard lighting equipment.

Each piece of Contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified on the Questionnaire Form. Lights or such other devices as required by the Authority, including but not limited to, strobe lights mounted on all trucks, equipment and pickups must be visible to all surrounding traffic.

E. Push Frames

All Authority issued push frames and plows shall have matching asset numbers and will be mounted accordingly by the Contractor. All equipment will be inspected for deficiencies and that the matching push frames and plows are mounted as directed.

Contractors equipment found inoperative or missing any required auxiliary equipment upon arrival for duty will be charged any cost incurred by the Authority to correct any deficiency.

25. COMMUNICATIONS

CONTRACTOR SUPERVISOR MUST HAVE COMMUNICATION VIA CELL PHONE OR RADIO WITH EACH OF THE SNOW PLOW VEHICLES, BACKUP VEHICLE, LOADERS AND SALT SPREADERS. The Contractor's supervisor shall be available at all times with a cellular phone, to receive instructions from the Authority's representative for the coordination of plowing and salting operations. It will be the sole responsibility of the Contractor to supply, including cost of all cell phones.

26. MAINTENANCE AND PROTECTION OF TRAFFIC

Traffic on both roadways is under the direct supervision and control of the New Jersey State Police who will enforce traffic regulations. They may pertain to the Contractor as well as the traveling public in view of the existing conditions.

If the State Police or Director should notify the Contractor or his Supervisor of any hazardous condition or violation of safety regulations, all operations shall be summarily discontinued and immediate remedial action shall be taken to the satisfaction of the State Police before work is resumed. Turnpike regulations will be furnished upon request.

The attention of the Contractor is especially directed to the fact that his operations will be conducted under conditions incident to highway traffic and in close proximity thereto, and that all necessary precautions must be taken to safeguard such traffic. A minimum of interference is mandatory and all measures proposed to be taken shall be submitted to the Director for approval.

Note: Each piece of Contractor's equipment shall be identified clearly by name and address.

27. EQUIPMENT FURNISHED TO THE CONTRACTOR

The Authority may furnish a front push frame, hydraulic pump, plow and salt spreaders as required for each heavy-duty truck to be furnished by the Contractor. These items will be ready for Contractor pickup at designated locations on or about October 1. The Contractor shall furnish all additional materials and perform all necessary work to attach the push frames, pumps, and other special lighting to his equipment in order to place them in satisfactory operating condition. All trucks and equipment shall be maintained in a fully operative condition between October 15 and April 30 of each Snow Season.

Immediately after April 30th of each Snow Season, all the above mentioned equipment furnished by the Authority shall be removed from the Contractor's trucks and at the Authority's discretion, returned to the Authority by the Contractor to a location/locations chosen by the Director of Maintenance or designee.

A. Hookup / Inspections

The Authority may provide snowplows and spreaders, except where indicated, and all associated equipment for the mounting of snowplows and spreaders to the Contractor's truck. Contractors are responsible for picking up the equipment from the Authority premises. The attachment of the plow/spreader and associated equipment will be the responsibility of the

Contractor. It will be the responsibility of the Contractor to remove the plow/spreader and associated equipment and return it to the point of pick up at the end of the Snow Season.

The hookup of each snowplow consists primarily of a bumper and axle type mounting with an electric hydraulic pump.

Authority personnel will provide the necessary apparatus for each vehicle. The Contractor will make the necessary installation and removal of any apparatus at Contractor's location, not the Maintenance District Yard. All vehicles will be available for service from **October 15 until April 30th**.

The Contractor shall make the equipment available for inspection upon request and the Authority shall inspect all equipment issued to the Contractor for deficiencies in accordance with the following checklist:

1. Snow Plowing Equipment:

- a. Check for any bent components
- b. Check all wear items
 1. Blades
 2. Skid Shoes
 3. Mushrooms
 4. Curb Bumpers
 5. Loose Plow Blade Bolts
- c. Check trip cylinders and springs
- d. Check moldboard and snow shield for damage or corrosion
- e. Check semi-circle and A-frame for damage of corrosion
- f. Check pump, lines, lift cylinder, wiring and hitch for operation and/or damage

2. Salt Spreader Equipment:

- a. Hoppers must be cleaned
- b. Conveyors and all bearings thoroughly greased
- c. Engines must be serviced
- d. Fuel tanks must be filled and fuel stabilizer added
- e. Check power supply and pump, motor and hydraulic hoses for operation and/or damage
- f. Corrosion inhibitor shall be applied to the spreader box and conveyors

After inspection and checklist is reviewed by Authority personnel and proper authorization, all required parts and materials for snowplows and spreaders will be supplied by the Authority

Once deficiencies are identified by the Authority's representative and the Contractor, the Authority shall supply all parts and materials necessary to correct the noted deficient items.

A re-inspection shall be made by the Authority's representative and the Contractor at those facilities where the equipment has been stored by the Contractor in-between snow seasons. However, all re-inspections shall be completed by August 15 of each year.

Additionally, the Authority will then arrange to pick up those complete truck plow assemblies, spreaders, storage and repair with noted uncorrected deficiencies and arrange to have them corrected. In such instance, the Contractor will be liable for any parts, materials and labor costs incurred by the Authority. The Authority shall be reimbursed for any such repairs via the annual retainage. In the event the retainage does not cover the total cost of said repairs, the Contractor will be billed directly by the Authority.

The Authority will also pay the Contractor a onetime yearly fee of \$300.00 per Authority plow and/or spreader mounted on his equipment each year provided that any/all deficiencies are repaired each year, in those instances where the Contractor is instructed to return said equipment directly after April 30th and then picked up by the Contractor for installation to Contractor equipment prior to October 1st. However, the Contractor shall forfeit the \$300.00 yearly payment for each plow/spreader mounted on his equipment each year provided that any/all deficiencies are not corrected by the Contractor by August 15 of each year.

B. Retainage

The Authority shall retain 5% of the total amount due the Contractor for each storm worked on an annual basis.

This retainage is to provide the Authority with assurance that all Authority equipment issued to the Contractor shall be maintained in accordance with the specifications.

Such retainage shall be released to the Contractor annually upon the successful inspection and/or return of all such equipment to the Authority at the designated maintenance yards.

Should the Authority incur any expenses for the repairs to such equipment, reimbursement to the Authority shall be effected via the annual retainage or via direct billing to the Contractor.

C. Plow/Spreader Storage

All Authority snowplows will be stored by the Contractor at its own facility during the snow season October 15 thru April 30, and shall be hooked up and operational upon arrival at the area bid.

D. Plow Blades and Parts

Plow blades and parts shall be furnished by the Authority as required, and installed by the Contractor at a location approved by the Authority Representative. The Authority Representative will make verification of required parts.

28. ARRIVAL TIME – DEFAULT

The normal call out will begin with the notification to the Contractor of the anticipated need for manned snow removal equipment. The Contractor will be required to deliver their equipment and personnel within two (2) hours to their designated area after a call out by the Authority. However, in the event the Contractor has been previously notified there is a high probability of serious storm conditions, and that their services could be needed, they will then be required to deliver their equipment within one (1) hour of the actual call out. Should the Contractor fail to comply with the specified times, the Authority reserves the right to hire any available equipment and personnel on an emergency basis and charge the Contractor for any difference in price. The Contractor shall be penalized the hourly rate for each piece of absent equipment for each hour the team operates. In the event that the Authority utilizes a late-arriving Contractor, the Authority will not guarantee 8 hours pay for that vehicle but shall pay only for the time the vehicle is present (Standby) or working (Operating).

The Contractor will then be required to respond and to arrive at the designated location within two (2) hours' notice with all required equipment and personnel covered by his contract.

Failure to meet time requirements referenced above shall result the following:

First offense: The Contractor shall be given a written notice.

Second offense: The Contract may be terminated.

29. “FLOATING CONTRACTS”

Floating Contracts will be established to supplement the standard operating snow removal contracts on both Roadways. Floating Contracts will comprise of teams of six (6) plow trucks each to be called to the assigned staging location as required. Maintenance personnel, at their sole discretion, will dispatch the teams to either Roadway as needed for the snow event. The Authority will provide plows and spreaders for the contractors' trucks. Contractors will be responsible for supplying any related equipment, supplies and personnel to maintain the operation of contracted equipment for performance in accordance with the contract for the duration of the call-out. The Authority reserves the right to have its representatives inspect all equipment.

30. BASIS OF AWARD

- A. The contract will be awarded based on the lowest total amount bid for each area. Each area includes calculations for Operating and Standby Time. See Example below.
- B. There is a fixed price of \$35.00 per hour for Regular Operating and Standby Times for all Backup Vehicles.
- C. There is a fixed price of \$125.00 per hour for Regular Standby Time for all Supervisory Vehicles.
- D. The maximum allowable Hourly Bid Rate for Loaders is \$350.00.

EXAMPLE OF BID SHEET

For illustrative purposes only, the team consists of 5 trucks, 1 loader, 1 backup vehicle and 1 supervisory vehicle. The award would be calculated as follows:

Line #	A Operating Hours	B Vehicle	C Hours per Day	D Total Hours (B x C)	E Hourly Rate Per Vehicle	F Line Item Cost (D x E)
1	Regular Time(M-F)	1 each- Loaders per specification	8	8	\$ 250.00 /hr	\$ 2,000.00
2	Standby Time(M-F)	1 each- Loaders per specification	2	2	\$ 250.00 /hr	\$ 500.00
3	Regular Time(M-F)	1 each- Backup Vehicle w/ Arrowboard	8	8	\$ 35.00/hr	\$ 280.00
4	Standby Time(M-F)	1 each- Backup Vehicle w/ Arrowboard	2	2	\$ 35.00/hr	\$ 70.00
5	Regular Time(M-F)	5 each- Plow Trucks with Authority supplied plows	8	40	\$ 225.00 /hr	\$ 9,000.00
6	Standby Time(M-F)	5 each- Plow Trucks with Authority supplied plows	2	10	\$ 150.00 /hr	\$ 1,500.00
7	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ 160.00 /hr	\$ 1,280.00
8	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	\$14,880

Bidders are to enter a price for each available (highlighted) line item in the Hourly Rate Per Vehicle Column (E).

Bidders will then multiply the rate in Column (E) by Total Hours in Column (D); the result is to be entered in the Line Item Cost-Column (F).

All of the Line Item Cost values are then added and the sum is entered in the box to the right of “Total Bid Price for Area”.

SECTION 2

THE GARDEN STATE PARKWAY

PROPOSAL FORMS

Loader and Mainline Snow Plowing

Contract Number	Snow Plowing Limits
	Loaders:
Contract No. LN-01-14	Montvale Service Area
Contract No. LC-01-14	Woodbridge TMC Building
Contract No. LC-02-14	Raritan Toll Plaza
Contract No. LC-04-14	Telegraph Hill
Contract No. LC-06-14	Asbury Toll Plaza
Contract No. LS-03-14	Interchange 77 Tolls
Contract No. LS-09-14	Great Egg Toll Plaza
Contract No. LS-10-14	Oceanview Service Area
Contract No. LS-11-14	Cape May Toll Plaza
Contract No. LS-11E-14	Bricktown Tolls 91 Southbound
Contract No. SPNO-01-14	Exit 159 to Milepost 173 Various Mainline
Contract No. SPCO-04-14	Milepost 117 to 126 Outer Lanes
Contract No. SPC-07-14	Milepost 117 to 126 Inner Lanes
Contract No. SPC-08-14	Milepost 110.3 to 120 Inner Lanes
Contract No. SPCIO-09-14	Asbury Tolls Milepost 104 to Raritan Tolls Milepost 124
Contract No. SPSO-04-14	Ramps between Interchanges 36 and Interchange 38
Contract No. SPS-05-14	Milepost 30 to 47
Contract No. SPS-04-14	Milepost 46 to 65
Contract No. SPN-03-14	Milepost 138 to 150 including Rt. 78 Interchange

Notes on bidding:

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts; the Authority reserves the right to award a contract or contracts on the basis of any proposal or proposals, as in its judgment, will be in its best interest.

Contract No. LN-01-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Montvale Service Area** on the Garden State Parkway. The bidder shall provide three (3) loaders and one supervisory vehicle as per specifications listed in the Section 1 of this bid.

Contract No. LC-01-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Woodbridge TMC Building**, King Georges Post Road. The bidder shall provide one (1) loader as per specifications listed in the Section 1 of this bid.

Contract No. LC-02-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Raritan Toll Plaza** on the Garden State Parkway. The bidder shall provide four (4) loaders and four (4) backup vehicles with Arrowboards as per specifications listed in the Section 1 of this bid.

Contract No. LC-04-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at **Telegraph Hill mile post 116 S** on the Garden State Parkway. The bidder shall provide one (1) loader as per specifications listed in the Section 1 of this bid.

Contract No. LC-06-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Asbury Park Tolls** on the Garden State Parkway. The bidder shall provide five (5) loaders and five (5) backup vehicles with Arrowboards and one (1) Supervisory vehicle as per specifications listed in the Section 1 of this bid.

Contract No. LS-03-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Interchange 77 Tolls** on the Garden State Parkway. The bidder shall provide two (2) loaders and two (2) backup vehicles with arrowboards as per specifications listed in the Section 1 of this bid.

Contract No. LS-09-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Great Egg Toll Plaza** on the Garden State Parkway. The bidder shall provide two (2) loaders and three (3) backup vehicles with arrowboards as per specifications listed in the Section 1 of this bid.

Contract No. LS-10-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Oceanview Service Area** on the Garden State Parkway. The bidder shall provide one (1) loader as per specifications listed in the Section 1 of this bid.

Contract No. LS-11-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Cape May Toll Plaza** on the Garden State Parkway. The bidder shall provide two (2) loaders and three (3) backup vehicles with arrowboards as per specifications listed in the Section 1 of this bid.

Contract No. LS-11E-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to remove snow at the **Bricktown Tolls Milepost 91 South** on the Garden State Parkway. The bidder shall provide one (1) loaders and one (1) backup vehicle with arrowboards as per specifications listed in the Section 1 of this bid.

Contract No. SPNO-01-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **two (2) spreader teams** for snow removal operations along the roadway of the Garden State Parkway.

The first team consists of four (4) **Spreader/Plow trucks with Authority supplied Spreaders plows. It salts and plows between Exit 159 and the New York State line.**

The second team consists of three (3) **Spreader/Plow trucks with Authority supplied Spreaders and plows. It salts and plows all ramps between Exit 159 and the New York State line.**

Teams may be combined as needed due to road/weather conditions.

One Supervisory vehicle shall be part of this contract and shall coordinate the two teams listed above.

The Authority reserves the right to move teams in the Northern District (Exit 138 to the New York State line) as necessary to keep up with roadway conditions.

Contract No. SPCO-04-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow team** for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 117 and extending to Milepost 126 along the outer roadway.**

The team will consist of six (6) **Plow Trucks with Contractor supplied Plows and one Supervisory vehicle.** The plow team shall enter at any Interchange between **Interchange 82 and Interchange 131**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

The Authority will reserve the right to reassign these trucks to another location should conditions warrant.

Contract No. SPC-07-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow team** for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 117 and extending to Milepost 126 along the inner roadway.**

The team will consist of **six (6) plow trucks with Contractor supplied eleven (11) foot plows, and one (1) Supervisory vehicle.** In addition, there shall be one (1) spare plow truck available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 98 and Interchange 145;** the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. SPC-08-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow team** for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 110.3 and extending to Milepost 120 along the inner roadway.**

The team will consist of **five (5) Plow Trucks with Contractor supplied eleven (11) foot plows and one (1) supervisory vehicle.**

The plow team shall enter at any Interchange between **Interchange 90 and Interchange 140;** the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. SPCIO-09-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow truck team** for snow removal operations along the roadway of the Garden State Parkway beginning at the **Asbury Tolls Milepost 104 to the Raritan Tolls Milepost 124 on the Inner & Outer Roadway.**

The team will consist of **8 Plow Trucks with contractor supplied eleven (11) foot plows and contractor supplied spreaders and two (2) supervisory vehicles.**

Contract No. SPSO-04-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow team** for snow removal operations at **various ramps between Interchanges 36 and Interchange 38.**

The team will consist of **5 plow trucks with Authority Plows and Spreaders.**

The plow team shall enter at any Interchange between **Interchange 63 and the southern terminus;** the contractors yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. SPS-05-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow team for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 30 and extending to Milepost 47**. The team will consist of **five (5) Plow Trucks with Authority Plows (1) Plow Truck with Authority Plow and Spreader and one (1) supervisory vehicle**.

The plow team shall enter at any Interchange between **Interchange 67 and the southern terminus**; the contractors yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. SPS-04-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow team for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 46 and extending to Milepost 65**. The team will consist of **six (6) plow trucks with Authority Plows and (2) Plow Truck with Authority Plow and Spreader and one (1) supervisory vehicle**. In addition, there shall be **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 25 and Interchange 88**; the contractors yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. SPN-03-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **two (2)** spreader teams for snow removal operations along the roadway of the Garden State Parkway beginning at approximately **Milepost 138 and extending to Milepost 150 (including Rt. 78 ramps)**.

The first team consists of **3 Spreader/Plow trucks with Authority supplied Spreaders and 11 foot plows**. It salts and plows the main line between Essex Toll Plaza and Union Toll Plaza. The second team consists of **3 Spreader/Plow trucks with Authority supplied Spreaders and 11 foot plows**. It salts and plows all Rt. 78 ramps. Teams may be combined as needed due to road/weather conditions. **One Supervisory vehicle** shall be part of this contract and shall coordinate the two teams listed above.

The Authority reserves the right to move teams in the Northern District (Exit 138 to the New York State line) as necessary to keep up with roadway conditions.

PARKWAY BID SHEETS

Contract No. LN-01-14 Montvale Service Area Contract Value=\$29,400

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	3 each- Loaders per specification	8	24	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	3 each- Loaders per specification	2	6	\$_____/hr	\$_____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____/hr
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

Contract No. LC-01-14 Woodbridge TMC Building Contract Value=\$9800

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	1 each- Loaders per specification	8	8	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	1 each- Loaders per specification	2	2	\$_____/hr	\$_____/hr
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. LC-02-14 Raritan Toll Plaza Contract Value=\$64,800

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	4 each- Loaders per specification	8	32	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	4 each- Loaders per specification	2	8	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	4 each- Backup Vehicle with Arrowboard	8	32	\$ 35.00/hr	\$ 1,120.00/hr
4	Standby Time(M-F)	4 each- Backup Vehicle with Arrowboard	2	8	\$ 35.00/hr	\$ 280.00/hr
				Total Bid Price for Area (Sum of F)=		

Contract No. LC-04-14 Telegraph Hill Contract Value=\$9800

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	1 each- Loaders per specification	8	8	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	1 each- Loaders per specification	2	2	\$ _____/hr	\$ _____/hr
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. LC-06-14 Asbury Toll Plaza Contract Value=\$81,000

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Loaders per specification	8	40	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	5 each- Loaders per specification	2	10	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	5 each- Backup Vehicle with Arrowboard	8	40	\$ 35.00/hr	\$ 1,400.00/hr
4	Standby Time(M-F)	5 each- Backup Vehicle with Arrowboard	2	10	\$ 35.00/hr	\$ 350.00/hr
5	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____/hr
6	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00/hr
				Total Bid Price for Area (Sum of F)=		

Contract No. LS-03-14 Interchange 77 Tolls Contract Value=\$32,400

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	2 each- Loaders per specification	8	16	\$ _____/hr	\$ _____
2	Standby Time(M-F)	2 each- Loaders per specification	2	4	\$ _____/hr	\$ _____
3	Regular Time(M-F)	2 each- Backup Vehicle w/ Arrowboard	8	16	\$ 35.00/hr	\$ 560.00
4	Standby Time(M-F)	2 each- Backup Vehicle w/ Arrowboard	2	4	\$ 35.00/hr	\$ 140.00
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. LS-09-14 Great Egg Toll Plaza Contract Value=\$38,800

Line #	A Operating Hours	B Vehicle	C Hours per Day	D Total Hours (B x C)	E Hourly Rate Per Vehicle	F Line Item Cost (D x E)
1	Regular Time(M-F)	2 each- Loaders per specification	8	16	\$_____/hr	\$_____
2	Standby Time(M-F)	2 each- Loaders per specification	2	4	\$_____/hr	\$_____
3	Regular Time(M-F)	3 each- Backup Vehicle w/ Arrowboard	8	24	\$ 35.00/hr	\$ 840.00
4	Standby Time(M-F)	3 each- Backup Vehicle w/ Arrowboard	2	6	\$ 35.00/hr	\$ 210.00
					Total Bid Price for Area (Sum of F)=	

Contract No. LS-10-14 Oceanview Service Area Contract Value=\$9800

Line #	A Operating Hours	B Vehicle	C Hours per Day	D Total Hours (B x C)	E Hourly Rate Per Vehicle	F Line Item Cost (D x E)
1	Regular Time(M-F)	1 each- Loaders per specification	8	8	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	1 each- Loaders per specification	2	2	\$_____/hr	\$_____/hr
					Total Bid Price for Area (Sum of F)=	

PARKWAY BID SHEETS (continued)

Contract No. LS-11-14 Cape May Toll Plaza Contract Value=\$22,600

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	2 each- Loaders per specification	8	16	\$ _____/hr	\$ _____
2	Standby Time(M-F)	2 each- Loaders per specification	2	4	\$ _____/hr	\$ _____
3	Regular Time(M-F)	3 each- Backup Vehicle w/ Arrowboard	8	24	\$ 35.00/hr	\$ 840.00
4	Standby Time(M-F)	3 each- Backup Vehicle w/ Arrowboard	2	6	\$ 35.00/hr	\$ 210.00
				Total Bid Price for Area (Sum of F)=		

Contract No. LS-11E-14 Bricktown Tolls Milepost 91 South Contract Value=\$16,200

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	1 each- Loaders per specification	8	8	\$ _____/hr	\$ _____
2	Standby Time(M-F)	1 each- Loaders per specification	2	2	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Backup Vehicle w/ Arrowboard	8	8	\$ 35.00/hr	\$ 280.00
4	Standby Time(M-F)	1 each- Backup Vehicle w/ Arrowboard	2	2	\$ 35.00/hr	\$ 70.00
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. SPNO-01-14 Exit 159 to Milepost 173 Various Mainline Contract Value=\$65,400

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	7 each- Plow Trucks w/ Authority supplied plows and spreaders	8	56	\$ _____/hr	\$ _____
2	Standby Time(M-F)	7 each- Plow Trucks w/ Authority supplied plows and spreaders	2	14	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

Contract No. SPCO-04-14 Milepost 117 to 126 Outer Lanes Contract Value=\$57,600

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Contractor supplied plows	8	48	\$ _____/hr	\$ _____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Contractor supplied plows	2	12	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. SPC-07-14 Milepost 117 to 126 Inner Lanes Contract Value=\$57,600

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Contractor supplied plows	8	48	\$_____/hr	\$_____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Contractor supplied plows	2	12	\$_____/hr	\$_____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

Contract No. SPC-08-14 Milepost 110.3 to 120 Inner Lanes Contract Value=\$48,000

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/ Contractor supplied plows	8	40	\$_____/hr	\$_____
2	Standby Time(M-F)	5 each- Plow Trucks w/ Contractor supplied plows	2	10	\$_____/hr	\$_____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. SPCIO-09-14 Asbury Tolls Milepost 104 to Raritan Tolls Milepost 124 Inner & Outer Roadway Contract Value=\$87,200

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	8 each- Plow Trucks w/ Contractor supplied plows and spreaders	8	64	\$ _____/hr	\$ _____
2	Standby Time(M-F)	8 each- Plow Trucks w/ Contractor supplied plows and spreaders	2	16	\$ _____/hr	\$ _____
3	Regular Time(M-F)	2 each- Supervisory Vehicle	8	16	\$ _____/hr	\$ _____
4	Standby Time(M-F)	2 each- Supervisory Vehicle	2	4	\$ 125.00/hr	\$ 500.00
				Total Bid Price for Area (Sum of F)=		

Contract No. SPSO-04-14 Ramps between Interchanges 36 and Interchange 38

Contract Value=\$54,500

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/ Authority supplied plows and spreaders	8	40	\$ _____/hr	\$ _____
2	Standby Time(M-F)	5 each- Plow Trucks w/ Authority supplied plows and spreaders	2	10	\$ _____/hr	\$ _____
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. SPS-05-14 Milepost 30 to 47 Contract Value=\$58,900

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/ Authority supplied plows	8	40	\$_____/hr	\$_____
2	Standby Time(M-F)	5 each- Plow Trucks w/ Authority supplied plows	2	10	\$_____/hr	\$_____
3	Regular Time(M-F)	1 each- Plow Trucks w/ Authority supplied plow & spreader	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Plow Trucks w/ Authority supplied plow & spreader	2	2	\$_____/hr	\$_____
5	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
6	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

PARKWAY BID SHEETS (continued)

Contract No. SPS-04-14 Milepost 46 to 65 Contract Value=\$79,400

Line #	A Operating Hours	B Vehicle	C Hours per Day	D Total Hours (B x C)	E Hourly Rate Per Vehicle	F Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	8	48	\$ _____/hr	\$ _____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	2	12	\$ _____/hr	\$ _____
3	Regular Time(M-F)	2 each- Plow Trucks w/ Authority supplied plow & spreader	8	16	\$ _____/hr	\$ _____
4	Standby Time(M-F)	2 each- Plow Trucks w/ Authority supplied plow & spreader	2	4	\$ _____/hr	\$ _____
5	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
6	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

Contract No. SPN-03-14 Milepost 138 to 150 including Route 78 Interchange Contract Value=\$65,400

Line #	A Operating Hours	B Vehicle	C Hours per Day	D Total Hours (B x C)	E Hourly Rate Per Vehicle	F Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows & spreaders	8	48	\$ _____/hr	\$ _____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows & spreaders	2	12	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

SECTION 3

THE NEW JERSEY TURNPIKE

PROPOSAL FORMS

Mainline Snow Plowing

Contract Number	Snow Plowing Limits
Contract No. SPC-3-14	Milepost 113 TO Milepost 122 District 8/Rutherford
Contract No STP-06-14	Milepost 12.9 to Milepost 37.0 District 2 U-Turn
Contract No STP-07-14	Interchange 6 to Milepost 60.5 Interchange 7A
Contract No STP-08-14	Interchange 7 and 7A and Service Areas 6N and 6S
Contract No STP-09-14	Milepost 60.5 Interchange 7A to Milepost 73.3 Interchange. 8A
Contract No STP-10-14	Milepost 67.6 Interchange 8 to Milepost 83.3 Interchange 9
Contract No STP-11-14	Milepost 68.7 U-Turn to Milepost 80.9 D5 U-Turn
Contract No STP-12-14	Milepost 83.3 Interchange 9 to Milepost 91.0 Interchange 11

Notes on bidding:

This document comprises all the work prescribed under the above stated snow removal contracts. Each bidder can bid on one or any combination of contracts; the Authority reserves the right to award a contract or contracts on the basis of any proposal or proposals, as in its judgment, will be in its best interest.

Contract No. SPC-03-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow team** for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately **Milepost 113.0 (District 8-Rutherford) and extending to Milepost 122.0.**

The team consists of **6 Plow Trucks with Authority supplied 11 foot plows, and one (1) supervisory vehicle.**

The plow team shall enter at any Interchange between **Interchange 14 and Interchange 18.** The contractor's yard must be located within twenty (20) miles of the above Interchanges.

The Authority is also seeking "Alternate" bids for the following Contracts. Bidders may bid Authority and/or Contractor supplied spreaders:

Contract No. STP-06-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow truck team** for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately **Milepost 12.9 and extending to approximately Milepost 37.0 District 2 U-Turn.** The team consists of **5 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle.** This contact shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 1 and Interchange 9;** the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. STP-07-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow truck team** for snow removal operations along the roadway of the N.J. Turnpike beginning at **Interchange 6 to Milepost 60.5 Interchange 7A.** The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle.** This contact shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 4 and Interchange 11;** the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. STP-08-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow truck team** for snow removal operations along the roadway of the N.J. Turnpike beginning at **Interchange 7 to Interchange 7A, and Service Areas 6N & 6S.** The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle.** This contact shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 4 and Interchange 11;** the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. STP-09-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1) plow truck team** for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately **Milepost 60.5 Interchange 7A, to approximately Milepost 73.3 Interchange 8A.** The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle.** This contact shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 4 and Interchange 12**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. STP-10-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow truck team for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately **Milepost 67.6 Interchange 8, to approximately Milepost 83.3 Interchange 9**. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle**. This contract shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 4 and Interchange 12**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. STP-11-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow truck team for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately **Milepost 68.7 U-Turn, to approximately Milepost 80.9 District 5 U-Turn**. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle**. This contract shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 4 and Interchange 14**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

Contract No. STP-12-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate one plow truck team for snow removal operations along the roadway of the N.J. Turnpike beginning at approximately **Milepost 83.3 Interchange 9, to approximately Milepost 91.0 Interchange 11**. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle**. This contract shall also include **one (1) spare plow truck** available as replacement for disabled plow trucks.

The plow team shall enter at any Interchange between **Interchange 6 and Interchange 14**; the contractor's yard must be located within twenty (20) miles of one of the above Interchanges.

TURNPIKE BID SHEETS

Contract No. SPC-3-13 Milepost 113.0 (District 8-Rutherford) to Milepost 122.0 Contract Value=\$125,000

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	8	48	\$ _____/hr	\$ _____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	2	12	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

TURNPIKE BID SHEET

Contract No. STP-06-14 Milepost 12.9 to Milepost 37.0 Dist.2 U-Turn Contract Value=\$54,500

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/Authority supplied plows & spreaders	8	40	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	5 each- Plow Trucks w/Authority supplied plows & spreaders	2	10	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

ALTERNATE Contract No. STP-06-14 Milepost 12.9 to Milepost 37.0 Dist.2 U-Turn

Contract Value=\$54,500

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	5 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	40	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	5 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	10	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

TURNPIKE BID SHEET

Contract No. STP-07-14 Int. 6 to Milepost 60.5 Int. 7A Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

ALTERNATE Contract No. STP-07-14 Int. 6 to Milepost 60.5 Int. 7A Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

TURNPIKE BID SHEET

Contract No. STP-08-14 Int. 7 & 7A and Service Areas 6N & 6S Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

ALTERNATE Contract No. STP-08-14 Int. 7 & 7A and Service Areas 6N & 6S Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

TURNPIKE BID SHEET

Contract No. STP-09-14 Milepost 60.5 Int. 7A to Milepost 73.3 Int. 8A Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

ALTERNATE Contract No. STP-09-14 Milepost 60.5 Int. 7A to Milepost 73.3 Int. 8A Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

TURNPIKE BID SHEET

Contract No. STP-10-14 Milepost 67.6 Int 8 to Milepost 83.3 Int. 9

Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	8	48	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	2	12	\$_____/hr	\$_____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

ALTERNATE Contract No. STP-10-14 Milepost 67.6 Int. 8 to Milepost 83.3 Int. 9

Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	48	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	12	\$_____/hr	\$_____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

TURNPIKE BID SHEET

Contract No. STP-11-14 Milepost 68.7 U-Turn to Milepost 80.9 D5 U-Turn Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	8	48	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	2	12	\$_____/hr	\$_____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

ALTERNATE Contract No. STP-11-14 Milepost 68.7 U-Turn to Milepost 80.9 D5 U-Turn Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	48	\$_____/hr	\$_____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	12	\$_____/hr	\$_____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

TURNPIKE BID SHEET

Contract No. STP-12-14 Milepost 83.3 Int. 9 to Milepost 91.0 Int. 11 Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

ALTERNATE Contract No. STP-12-14 Milepost 83.3 Int. 9 to Milepost 91.0 Int. 11 Contract Value=\$65,400

	A	B	C	D	E	F (D x E)
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost
1	Regular Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	8	48	\$ _____/hr	\$ _____/hr
2	Standby Time(M-F)	6 each- Plow Trucks w/Authority supplied plows & Contractor supplied spreaders	2	12	\$ _____/hr	\$ _____/hr
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
					Total Bid Price for Area (Sum of F)=	

Contract No. FSP-01-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow truck team for snow removal operations along the roadway of the N.J. Turnpike or Garden State Parkway. The team will stage at **Woodbridge Winter Snow Yard-Turnpike Maintenance District 5A**. The team will be used at the discretion of the Director of Maintenance of his designee. The team will be utilized on either roadway where conditions warrant. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle**. This contact shall also include one (1) spare plow truck available as replacement for disabled plow trucks.

Contract No. FSP-02-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow truck team for snow removal operations along the roadway of the N.J. Turnpike or Garden State Parkway. The team will stage at the **Holmdel Telegraph Hill Complex-Parkway Maintenance District 5**. The team will be used at the discretion of the Director of Maintenance of his designee. The team will be utilized on either roadway where conditions warrant. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle**. This contact shall also include one (1) spare plow truck available as replacement for disabled plow trucks.

Contract No. FSP-03-14

The work to be performed under this Contract consists of furnishing the equipment and labor necessary to operate **one (1)** plow truck team for snow removal operations along the roadway of the N.J. Turnpike or Garden State Parkway. The team will stage at **Mt. Laurel Maintenance District-Turnpike Maintenance District 2**. The team will be used at the discretion of the Director of Maintenance of his designee. The team will be utilized on either roadway where conditions warrant. The team consists of **6 Plow Trucks with Authority supplied 11 foot plows and one (1) supervisory vehicle**. This contact shall also include one (1) spare plow truck available as replacement for disabled plow trucks.

TURNPIKE /PARKWAY BID SHEETS

Contract FSP-01-14 Staging Area- Turnpike Maintenance Yard District 5A (Woodbridge)

Contract Value=\$57,600

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	8	48	\$ _____/hr	\$ _____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	2	12	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

Contract FSP-02-14 Staging Area- Parkway Maintenance Yard District 5 (Telegraph Hill/Holmdel)

Contract Value=\$57,600

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	8	48	\$ _____/hr	\$ _____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	2	12	\$ _____/hr	\$ _____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$ _____/hr	\$ _____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

Contract FSP-03-14 Staging Area- Turnpike Maintenance Yard District 2 (Mt. Laurel)

Contract Value=\$57,600

	A	B	C	D	E	F
Line #	Operating Hours	Vehicle	Hours per Day	Total Hours (B x C)	Hourly Rate Per Vehicle	Line Item Cost (D x E)
1	Regular Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	8	48	\$_____/hr	\$_____
2	Standby Time(M-F)	6 each- Plow Trucks w/ Authority supplied plows	2	12	\$_____/hr	\$_____
3	Regular Time(M-F)	1 each- Supervisory Vehicle	8	8	\$_____/hr	\$_____
4	Standby Time(M-F)	1 each- Supervisory Vehicle	2	2	\$ 125.00/hr	\$ 250.00
				Total Bid Price for Area (Sum of F)=		

NEW JERSEY TURNPIKE AUTHORITY

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

INSTRUCTIONS TO BIDDERS - 2014

THIS DOCUMENT HAS BEEN RECENTLY REVISED

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

TABLE OF CONTENTS

Section No.	Page No.
I	Definitions3
II	State Laws Requiring Mandatory Compliance By All Bidders3
A.	Division of Revenue Registration3
B.	Equal Employment Opportunity Compliance4
C.	Stockholder/Partnership Disclosure Form.....4
D.	Political Contributions Compliance.....4
E.	Prevailing Wage Act.....4
F.	Public Works Contractor Registration Act5
G.	Foreign Corporation5
H.	Small Business Enterprises5
I.	Code of Ethics5
J.	Vendor location Disclosure6
J-1	Disclosure of Investment Activities in Iran6
K.	Set-Off for Outstanding Tax Liability6
L.	MSDS Requirements6
M.	Labeling Requirements6
N.	VOC Requirements6
O.	Compliance with State and Federal Laws.....6
P.	Safety & Health Requirements.....6
Q.	Choice of Law6
III	Bid Preparation7
A.	Bid Submission7
B.	Corrections.....7
C.	Bid Prices.....7
D.	Payment Terms7
E.	Alternates7
IV	Bidder Guarantees8
A.	Warranty8
B.	Bid Surety8
C.	Contract Bond.....8
D.	Non-Collusion8
V	Insurance and Indemnification9
A.	Insurance9
B.	Indemnification.....11
C	Patent Indemnification.....11
VI	Delivery Requirements11
A.	Delivery Date.....11
B.	F.O.B.....11
C.	Delivery.....12

VII	Other Terms and Conditions	12
A.	Contract Period	12
B.	Extension Option	12
C.	Termination of Contract	12
D.	Scope	13
E.	Bidders Facilities	13
F.	Testing	13
G.	Inspection	13
H.	Awards	13
I.	Notice To Vendors and Authority Departments	14
J.	Right To Audit	14
K.	Taxes	14
L.	Transfer of Business	14
M.	Interagency Cooperative Purchasing	14
N.	Contract Changes	14
O.	Subcontracting or Assignment	15
P.	Rejection of Bids	15

EXHIBITS

A.	Mandatory Equal Employment Opportunity Language	16
B.	Affirmative Action Information Sheet	18
C.	Stockholder/Partnership Disclosure Statement	19
D.	State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117	20
E.	NJ Election Law Enforcement Commission Requirement For Disclosure of Political Contributions	23
F.	Small/Minority/Woman Owned Business Enterprise	24
G.	Vendor Disclosure Form EO 129	25
H.	Notice to All Bidders Set-Off for State Tax	26
I.	Letter of Surety	27
J.	Proposal Bond	29
J-1.	Iran Disclosure	31
K.	Contract Bond	31
L.	Insurance Waiver	35
M.	No Response Survey	36
N.	Signature Page	37

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

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

I. DEFINITIONS

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

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

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

J. VENDOR LOCATION DISCLOSURE-Pursuant to N.J.S.A. 52:34-13.2, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. Executive Order 129 (McGreevey) requires all bidders to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Bidders must include with their bid a completed Vendor Disclosure Form, attached hereto as Exhibit G.

J-1 DISCLOSURE OF INVESTMENT IN IRAN

New Jersey Public Law 2012, c.25 requires disclosure by all parties seeking to enter into a contract with the Authority, which is worth \$20,000,000 or more, to disclose whether or not the business is engaged in specific investment activities in Iran. Each Bidder shall certify under penalty of perjury, date and return to the Authority with its Proposal the completed form entitled “Disclosure of Investment Activities in Iran” as set forth in Appendix J-1. Failure to include the completed form, certified and dated, may be grounds for rejection of Bidder’s Proposal.

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

L. MSDS REQUIREMENTS-Any vendor, supplier, or subcontractor who provides the Authority materials in the form of a single chemical substance or a mixture containing two or more chemical substances, or who delivers to or stores such materials at an Authority facility, must provide the Authority with a clear, legible copy of the manufacturer’s most recent Material Safety Data Sheet (MSDS) for each and every one of those materials, pursuant to N.J.A.C. 8:59-2.2(i).

M. LABELING REQUIREMENTS-Any vendor, supplier or subcontractor who provides the Authority materials which fall under the purview of the New Jersey Worker and Community Right-to-Know-Act, N.J.S.A. 34:5A-1 et seq., or who stores any such materials at an Authority facility, shall ensure that each and every container of those materials is labeled in accordance with the Act and its regulations.

N. VOC REQUIREMENTS-Any architectural coating, as defined by N.J.A.C. 7:27-23.2, provided to the Authority for its use or used and applied by any vendor or subcontractor in conjunction with an Authority project must comply with each and every requirement of the New Jersey Department of Environmental Protection’s Volatile Organic Compounds in Consumer Products (VCC) regulations, N.J.A.C. 7:27-23.1 et seq.

O. COMPLIANCE WITH STATE AND FEDERAL LAWS-The vendor must comply with all local, state and federal laws, rules and regulations applicable to the contract at issue and to the work to be done thereunder.

P. SAFETY & HEALTH REQUIREMENTS-The goods, services and/or equipment provided through the contract at issue shall be so designed and installed to meet all applicable federal and state safety and health regulations and national consensus standards including, but not limited to US DOL-OSHA, NJ LWD-PEOSHA, NFPA and ANSI standards

Q. CHOICE OF LAW-It is agreed and understood that any contract entered into and/or purchase orders placed as a result of any RFB issued by the Authority shall be governed and construed and the rights and obligations of the parties thereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

III. BID PREPARATION

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

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

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

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

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

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

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

IV. BIDDER GUARANTEES

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

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

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

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

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

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

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

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

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

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

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

4. **Certificate and Endorsement Requirements**

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

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

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

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

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

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

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

VI. DELIVERY REQUIREMENTS

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

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

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

C. DELIVERY-Upon award of the contract:

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

VII. OTHER TERMS AND CONDITIONS

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

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

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

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

- I. NOTICE TO VENDORS AND AUTHORITY DEPARTMENTS**-The Authority is authorized to order, and vendors are authorized to ship only those items covered by the contract. If a review of orders placed by the Authority reveals that material other than that covered by the contract has been ordered and delivered, the Director will take such steps as are necessary to have the material returned regardless of the time elapsed between the date of delivery and discovery of the violation. A full refund to the Authority by the vendor will be required.

- J. RIGHT TO AUDIT**-Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least seven (7) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to seven (7) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.

- K. TAXES**-The Authority is exempt from Federal Excise Tax, New Jersey State Sales and Use Tax and other tax as applicable.

- L. TRANSFER OF BUSINESS**-It is understood by all parties that, if, during the term of the contract, the vendor disposes of its business by sale, transfer or by any means to another party, all obligations are transferred to such purchaser.

- M. INTERAGENCY COOPERATIVE PURCHASING**-Pursuant to P.L. 1999, c. 440, vendors may receive inquiries by the entities listed below, with respect to extending this contract to them based upon the same prices, terms and conditions:
 - South Jersey Transportation Authority
 - New Jersey Sports & Exposition Authority
 - New Jersey Meadowlands Commission
 - New Jersey Water Supply Authority
 - Port Authority of New York & New Jersey
 - Delaware River Port Authority
 - Higher Education Student Assistance Authority

- N. CONTRACT CHANGES**-During the term of contract, no change will be permitted in any of its conditions and specifications unless the vendor receives written approval from the Director.

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

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

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

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

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

YES _____ NO _____

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

(OR)

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

YES _____ NO _____

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

Certificate Number _____

(OR)

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

YES _____ NO _____

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

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

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

Signed _____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address _____

Telephone Number _____ Fax Number _____

OWNERSHIP DISCLOSURE FORM

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

BIDDER: _____

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

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <i>(Shares Owned or % of Partnership)</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> <i>(Shares Owned or % of Partnership)</i>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

COMPLETE ALL QUESTIONS BELOW

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

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

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

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

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

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

DEFINITIONS

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

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

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

contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

EXHIBIT E

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

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

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT F

SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

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

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

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

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT G

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

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

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

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

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

Contractor Name: _____

Address: _____

Country: _____

Subcontractor #1 Name: _____

Address: _____

Country: _____

Subcontractor #2 Name: _____

Address: _____

Country: _____

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

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

Signature: _____

Print Name: _____ Title: _____

EXHIBIT H

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT I

LETTER OF SURETY

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

_____ as PRINCIPAL: and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J

PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J-1

Disclosure of Investment in Iran

Contract Number: _____

Bidder: _____

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

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

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND
- is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

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

Disclosure of Investment in Iran (Cont'd)

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

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

Name: _____	Relationship to
Bidder: _____	
Description of	
Activities: _____	

Duration of Engagement: _____	
Anticipated Cessation	
Date: _____	
Bidder Contact Name: _____	
Contact Phone	
Number: _____	

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

Full Name (Print): _____
Signature: _____

Title: _____ Date: _____

EXHIBIT 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

**CERTIFICATION AND REQUEST FOR WAIVER
OF THE COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE REQUIREMENT**

Purchase Requisition # _____

I hereby request an exemption from the New Jersey Turnpike Authority's Comprehensive Automobile Liability Insurance policy for the above reference Purchase Requisition. I certify that if the company referenced below (hereinafter, "the Company") is the successful low bidder the Company will utilize a recognized, commercial third party shipper (i.e. UPS, Federal Express, DHL, U.S. Postal Service, Air Borne Express, etc..) to deliver all Goods to the New Jersey Turnpike Authority. By signing this certification, a representation is made that no vehicle either owned, rented or leased by the Company will be used for the delivery of any goods to the New Jersey Turnpike Authority, and that, any delivery made will be restricted to the use of third parties providing package delivery service in the ordinary course of business. Accordingly, a waiver of Comprehensive Automobile Liability Insurance is hereby requested.

The Company (insert name of Company)

By: _____
(print and sign name)

Title

Date

\$2MM WAIVER

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER:

BID TITLE:

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:_____

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: _____