

BID SOLICITATION NOTICE

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

**THE NEW JERSEY TURNPIKE AUTHORITY
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT**
New Jersey Turnpike Administrative Offices
P.O. Box 5042
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300 Ext. 8640 Fax - 732-750-5399

TITLE: **ROUTINE TOWING SERVICES ON THE NEW JERSEY
TURNPIKE AND/OR ROUTINE TOWING SERVICES AND
EMERGENCY SERVICES ON THE GARDEN STATE PARKWAY**

BID NO: **RM-109675**

DUE DATE: **NOVEMBER 5, 2014**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

MAILING ADDRESS

ADDRESS OF GARAGE FACILITY

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

BIDDER GUIDELINES/CHECKLIST

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

1. Bids, including the Bid Form set forth in Section V and all other documents required by this Request for 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”) OR (“Contractor”) must provide one original and one copy of the Bid.** The Bid must include all price information.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. **The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**
 - a) Affidavit of No Change (Exhibit 1)
 - b) Or, if bidder has changes to forms previously submitted with Prequalification Application, those forms must be resubmitted (located in Appendix A)
 - (i) Affidavit of Moral Integrity
 - (ii) Affirmative Action Information Form
 - (iii) Ownership Disclosure Form
 - (iv) Affidavit of Compliance and Non-Collusion
 - c) Vendor Disclosure Form (EO129-Location of Services)
(Exhibit 2)
 - d) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
(Exhibit 3)
 - e) Notice of Set-Off for State Tax (P.L. 1999, c 159)
(Exhibit 4)
 - f) Insurance Certificate
 - g) Disclosure of Investment Activities in Iran
(Exhibit 5)
6. Bidder must sign Bid (Pages 20 and/or 21)

INTRODUCTION

This is a Request for Bids (also referred to herein as the “Bid Specifications”) issued by the New Jersey Turnpike Authority (hereinafter, “Authority”) for Routine Towing Services on the New Jersey Turnpike (“Turnpike”) and for Routine Towing Services and Emergency Services¹ on the Garden State Parkway (“Parkway”) (collectively, the Turnpike and Parkway are referred to herein as the “Roadways”). Specifically, in order to submit a bid for Routine Towing Services and/or for Routine Towing Services and Emergency Services (collectively, “Services”), interested towing contractors must have been previously qualified through the Authority’s prequalification process entitled, “Prequalification of Contractors for Routine Towing Services on the New Jersey Turnpike and/or Routine Towing Services and Emergency Services on the Garden State Parkway.” **Any bids received by the Authority from contractors that have not been prequalified will not be considered by the Authority and will be returned unopened.**

The Authority intends to award contracts to Contractors to perform Routine Towing Services on the Turnpike within designated “service provider locations” (See **Appendix B** for descriptions) and to perform Routine Towing Services and Emergency Services on the Parkway within designated “zones” (See **Appendix C** for descriptions) (collectively, “service provider locations” and “zones” are referred to herein as “Zones”). Upon successful completion of the bidding process, the Authority intends to award up to three (3) towing contracts per Zone on the Turnpike and up to two (2) towing contracts per Zone on the Parkway. The number of contracts to be awarded per Zone is specified for the Turnpike (see Appendix A) and for the Parkway (see Appendix B). This is a suggested maximum number only. The Authority reserves the right to change the number of contracts to be awarded as necessary in the exercise of its sole discretion. In the event the Authority determines that there is an insufficient number of towing contractors prequalified or bids received to enable the Authority to award the maximum number of contracts per Zone, the Authority reserves the right to undertake the process for award of an additional towing contract(s) at a later date. The successful bidders (“Contractors”) for each Zone will be called upon to provide Services on a rotational basis. The contracts will commence on or about the date of award, currently anticipated to be December 16, 2014, and shall be for a term not to exceed five (5) years.

A copy of each and every invoice generated each month shall be remitted with a check representing the required monthly installment of Zone Fees. A summary sheet of all invoices shall be included with the remittal, a copy of which is included in Appendix H.

For each qualified garage facility, a bidder will be awarded no more than one contract on the Turnpike and one contract on the Parkway. Therefore, if a towing contractor is currently under contract with the Authority to provide Services from a specific garage facility, such towing contractor shall be ineligible to receive an award to provide additional Services from such specified garage facility on the same Roadway.

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

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

If a towing contractor is prequalified for a specific garage facility, and is currently under contract with the Authority to provide Services in a different Zone from this same garage facility, such towing contractor shall be ineligible to receive a second award from that facility. However, the Authority reserves the right to terminate the previously existing contract for Services with the consent of the towing contractor.

If a towing contractor has two or more separate garage facilities in one Zone and two or more of the garage facilities are prequalified in that Zone, the towing contractor may be awarded only one contract in the Zone if the Authority determines, in the exercise of its sole discretion, that this would be in the best interest of the operation of the Roadway(s).

The determination of the lowest responsive and responsible bidder(s) in each Zone shall be based solely on the service charges for towing (“Towing Service Charge”)², which shall not exceed the following, as set forth in N.J.A.C. 19:9-3.1:

- (i) \$60.00 for Class I Vehicles (under 6,999 lbs. registered gross weight (“GVW”));
- (ii) \$100.00 for straight truck (up to 14,999 lbs. GVW), car with trailer, or trailer without car; and
- (iii) \$250.00 for tractor trailer or bus (15,000 pounds or more GVW)

The total fee to be charged by a Contractor under a contract for all vehicle classes shall be the Towing Service Charge bid by such Contractor, plus the applicable per mile charge established in N.J.A.C. 19:9-3.1(a). In all other cases, the Contractor shall charge only those amounts, or less, as are set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2, effective at the time of the provision of service. A copy of the current applicable regulations is attached hereto as **Appendix D**.

Bidders should carefully review all sections of this Request for Bids and respond where applicable.

Sealed Bids for RM-109675 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.

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

No bids shall be received other than at the time and place herein designated for their receipt. Any bids received after the above date and time will not be opened and shall be destroyed.

² More specifically, the determination of the lowest responsive bidder(s) shall be based upon the Total Weighted Price, as set forth on the Bid forms herein.

SECTION I

INSTRUCTIONS FOR BIDDERS

1. General Instructions: Bids shall be submitted typewritten or written in ink, fully executed, on the Bid Form(s) provided at Section V. The Bid Forms and all required documentation and forms shall be enclosed in a sealed envelope furnished by the Authority for that purpose, and addressed to the Director of PMM, and shall bear on the outside the name and address of the bidder, and the following designation:

“REQUEST FOR BIDS FOR ROUTINE TOWING SERVICES – ZONE [] – NEW JERSEY TURNPIKE”

or

“REQUEST FOR BIDS FOR ROUTINE TOWING SERVICES AND EMERGENCY SERVICES – ZONE [] – GARDEN STATE PARKWAY”

The bidder shall indicate on the Bid Form the Zone(s) for which it is submitting a bid. All blank spaces in the Bid Form, except as otherwise provided, must be filled in and no change(s) shall be made in the phraseology of the Bid Form or of the items mentioned therein. All erasures, interpolations or other physical changes on the Bid Form shall be signed or initialed by the bidder. Bid Forms 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.

Upon receipt of the Bids, Authority staff will evaluate the submissions and determine the lowest, responsive and responsible bidder(s). The bidders shall not attach conditions, limitations or provisos to the Bid. Any such attached conditions, limitations or provisos may be grounds for rejection of the bid.

2. Basis for Award

The determination of the lowest, responsive and responsible bidder(s) in each Zone shall be determined solely with regard to the Towing Service Charge bid by the Bidder, which in no event shall exceed the following maximum Towing Service Charges as set forth in N.J.A.C. 19:9-3.1:

- (i) \$60.00 for Class I Vehicles (under 6,999 lbs. registered gross weight (“GVW”));
- (ii) \$100.00 for straight truck (up to 14,999 lbs. GVW), car with trailer, or trailer without car; and
- (iii) \$250.00 for tractor trailer or bus (15,000 pounds or more GVW).

FOR EVALUATION PURPOSES ONLY, the Towing Service Charge bid for each vehicle class will be multiplied by the appropriate “weight factor” that appears on the Bid Form. The product of the Towing Service Charge for each vehicle class, multiplied by the weight factor, shall equal the Weighted Price for that vehicle class. The total of the Weighted Prices for all vehicle classes shall equal the Total Weighted Price. The determination of the lowest, responsive and responsible bidder(s) for each Zone will be based upon the Total Weighted Price.

3. Inquiries. **ONLY type-written** inquiries concerning the Request for Bids will be accepted. They should be directed to Andrea E. Ward, Director, PMM Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399; noble@turnpike.state.nj.us. The inquiry deadline is **4:30 P.M. E.T., Wednesday, October 22, 2014.** Inquiries will not be entertained after this date and time.

NO POTENTIAL BIDDER IS PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS REQUEST FOR BIDS WHILE THIS REQUEST FOR BIDS IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS NOT APPROPRIATE FOR ANY BIDDER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE BIDDING PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

4. Bids in Figures: The price on the Bid form shall be printed in ink in figures only. Any bid that fails to include a price for each and every item shall be rejected.

5. Signatory: When the Bid is made by an individual, his/her post office address shall be stated, and he/she shall sign the Bid. When the Bid is made by a firm, corporation, partnership, or other form of business entity, its name and post office address shall be stated, and the Bid shall be signed by bidder's authorized agent or official, and the bidder's official seal shall be affixed.

6. Service of Process: All bidders who are not residents of the State of New Jersey shall designate a proper agent in the State of New Jersey on whom service of process can be made in the event of litigation, which designation shall be shown by a written statement accompanying the Bid duly executed by the bidder, or submitted prior to award.

7. Corrections: Any correction of an entry made on the Bid form should be initialed by bidder's duly authorized representative prior to submission of the Bid.

8. Towing Contract: This Request for Bids and all of the terms, conditions, specifications and appendices contained herein, together with the Prequalification Application Documents, which are incorporated herein by reference, shall be incorporated in and become part of the terms and conditions of the Contract to be executed by each Contractor, and all of the Contractors shall be bound thereby. A draft of the Contract is set forth at Appendix G. The failure of a Contractor to comply with all of the terms and conditions of the Contract may result in the suspension or termination of the Contract.

9. Withdrawal of Bids: A Bid may be withdrawn when a written request therefore is received by the Authority no later than fifteen (15) minutes before the time designated for opening of the Bids. Any bidder withdrawing a Bid or attempting to withdraw a Bid after the opening of bids because of an alleged unilateral mistake by the bidder shall be liable to the Authority for costs incurred thereby, including, but not limited to, costs incurred in re-advertising for Bids, printing costs, staff time, consultants' time, costs incurred by the Authority in conducting a hearing on the application of the bidder to withdraw the Bid, costs of transcripts and fees. The bidder may be subject, in the Authority's sole discretion, to disqualification from bidding on future projects for a period of no greater than six (6) months.

10. Rotation: More than one award may be made for each Zone at the sole discretion of the Authority. In the event that more than one Contract is awarded for a Zone, the Contractors will be called into service on a rotating basis, as more fully set forth in Section II, Routine Towing Requirements, of the Prequalification Application Documents. Directions for accessing the Prequalification Application Documents, which are available electronically, are set forth at **Appendix A**. The number of contracts anticipated to be awarded per Zone is set forth in **Appendices B and C**.

11. Rejection of Bids: A bidder's failure to observe all instructions set forth herein may result in rejection of the bid. The Authority reserves the right to reject any or all bids as it may consider, in its sole discretion, to be in its best interest. The Authority reserves the right to waive any noncompliance with the bid requirements in which it deems to be, in its sole discretion, not material to the bid requirements.

12. Bidder's Guarantee: By submitting a bid, the bidder covenants and agrees that it has satisfied itself from its own investigation of the conditions to be met, that it fully understands its obligations and that it will not make any claim for or have the right to cancellation or relief, without penalty, of the Contract because of any misunderstanding or lack of information.

13. Knowledge of Conditions and Requirements: Bids will be held to have been made with full knowledge of conditions and requirements including the physical characteristics necessary for an accurate bid. The Authority assumes no responsibility with respect to ascertaining for the bidder the facts of these physical requirements.

Bidders shall be held to be aware of the Authority's requirements prior to the time of submitting bids and to have appraised all conditions under which the Contract is to be performed.

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

15. Continuing Accuracy of Prequalification Application: The bidder warrants that all of the information provided in the bidder's Prequalification Application previously submitted to the Authority remains accurate and that there has been no material change in the information provided therein. **The bidder shall have the affirmative obligation, at the time of submission of a response to this Request for Bids, to advise the Authority, in writing, of any material change in the information previously submitted in the bidder's Prequalification Application.** An Affidavit of No Change is annexed hereto as **Appendix F**. Additionally, the bidder warrants that all of the information provided in the bidder's Prequalification Application previously submitted to the Authority remains accurate throughout the life of the contract, and that any material change in the information provided therein shall be disclosed immediately to the Authority in writing. The Authority reserves the right to suspend or terminate any contract if any material change puts the bidder out of compliance with any of the requirements of the contract. Failure to comply with any of the foregoing shall constitute adequate cause to reject a bidder's Bid or, if such information was not disclosed to or discovered by the Authority prior to the award of the Contract, to terminate the bidder's Contract. In addition, the Authority may, in its sole discretion, bar the bidder from bidding on any Authority contract for such time as the Authority deems appropriate. See Section IV, Amended Documentation.

16. Incurring Costs. The Authority shall not be liable for any costs incurred by any Bidder in the preparation of its Bid.

17. Addendum to Request for Bids. If at any time prior to receiving Bids it becomes necessary to revise any part of this Request for Bids, or if the Authority determines that additional information is necessary to enable Bidders to adequately interpret the provisions of this Request for Bids, the Authority will issue an Addendum to this Request for Bids. Upon issuance, each such Addendum shall be deemed to be a part of this Request for Bids.

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

19. News Releases. No news releases pertaining to this Request for Bids or any project to which it may relate shall be made without the Authority's approval.

20. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117. Successful Bidders will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's PMM Department to be completed and returned to the Authority for submission to the State Treasurer. (Appendix H). Upon approval by the State Treasurer, the Authority will prepare the Contract for execution.

21. Code of Ethical Standards. Bidders are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf> By submitting a response hereto, Bidder agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

22. Bids Become Property of the Authority. All Bids shall become the property of the Authority upon receipt and will not be returned.

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

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

24. Award of Contract: All bidders will be notified in writing of the action taken by the Authority. The bidder(s) to whom the Contract(s) has been awarded shall, within ten (10) calendar days of receipt of a notice of award:

- (a) Execute and deliver to the Authority four (4) copies of the Contract;
- (b) Furnish satisfactory evidence to the Authority of the required insurance with endorsements as required herein; and

All of the above shall be furnished, executed and delivered before the Contract will be executed and dated by the Authority. Failure upon the part of the bidder to whom the Contract has been awarded to comply with this provision shall be just cause for rescission of the award and the exclusion of the bidder from bidding on subsequent Authority projects for such period as the Authority may deem appropriate. The bidder failing to execute the Contract shall be liable for all damages incurred, including but not limited to: (1) the increased contract price incurred in awarding the Contract to another Contractor; and (2) the increased administrative costs incurred as a result of said failure.

End of Section I

SECTION II

SPECIFIC CONTRACT REQUIREMENTS

1. Prequalification

Bidders are cautioned to carefully review the Prequalification Application, including particularly, Section II “Routine Towing Requirements,” wherein towing requirements are more fully described. Directions for accessing the Prequalification Application Documents, which are available electronically, are set forth at **Appendix A**. All prequalified bidders have demonstrated to the satisfaction of the Authority that they meet or exceed the threshold requirements set forth in the Prequalification Application for experience in the towing and removal of vehicles on interstate highways, the Turnpike, or the Parkway, as applicable, and that bidders have the facilities, equipment, and personnel necessary to perform the services required by the Authority. All prequalified bidders have agreed to the terms and conditions and minimum requirements set forth in the Prequalification Application and are bound thereby. The description of the towing program and all of the minimum requirements specified in the Prequalification Application Documents are hereby incorporated by reference as though set forth at length herein.

2. Zone Fees

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

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

Zone Fees shall be remitted to the Authority in monthly installments, with One Twelfth (1/12) of the Contractor’s portion of the annual Zone Fee for the applicable Zone paid to the Authority upon the Effective Date of the Contract, and for each month thereafter during the term of the Contract, no later than the fifteenth day of the each month. Payments shall be made by check payable to the New Jersey Turnpike Authority and sent to

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

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

3. Receipts

Copies and an accounting of all receipts for Routine Towing Services and Emergency Services provided under the Contract shall be provided to the Authority on a monthly basis. All receipts issued for the entire preceding full calendar month must be received between the first and fifteenth day of each calendar month by the Manager, Emergency Services-New Jersey Turnpike Division, addressed to the New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042, together with an accounting of all monthly receipts. The accounting must specify the receipt number, the date and amount of same and a space for comment and/or explanation if same is necessary.

The Contractor is responsible for completing a receipt for Services for each and every call on the Turnpike, including calls where the Towing Charge is zero, based on a zero bid, using the receipt form required in the Prequalification Application. The receipt **must** be completed in its entirety. **Any and all charges** imposed on the patron must be included on this receipt.

In the event a Contractor is dispatched but no disabled vehicle is present (a “Dry Run”), the receipt shall be so marked, and copies shall be included with the Contractor’s monthly submission. A “Dry Run” is subject to confirmation by the Roadway dispatcher.

No receipt shall be destroyed by a Contractor for any reason. The Contractor shall be held accountable for each numbered receipt. Receipts are to be prepared in four copies signed by the motorist and the Contractor’s agent. The original shall be transmitted with the Contractor’s monthly submission of invoices to the Authority. All services and repairs shall be itemized in detail on the service receipt. A summary sheet of all invoices for the month must be included with the numbered receipts. For the purposes of this contract, submission of expenses to AAA is considered payment for which a receipt should be completed. The Authority reserves the right to request an audit of all receipts for calls on either the New Jersey Turnpike or Garden State Parkway at any time. . Any violation of this requirement or discrepancy between receipts submitted to the Authority and invoices provided to customers shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.

4. Payment of Tolls and Administrative Fees

a. New Jersey E-ZPass Account

At the time of the bid, and throughout the term of the contract, Contractors must have and maintain a valid, active, and funded New Jersey E-ZPass account and maintain an E-ZPass transponder linked to that account in each vehicle used for services provided under the contract.

b. Liabilities or Debts Owed to the Authority

The failure by any Contractor during the term of the Contract to satisfy in a timely manner any outstanding debts or fees owed to the Authority, whenever incurred, including but limited to those related to nonpayment of tolls or administrative fees, as required by N.J.A.C. 19:9-1.19 and N.J.A.C. 19:9-9.2, shall be grounds for suspension or termination of the Contract, in the sole discretion of the Authority.

c. Annual Non-Revenue Allowance

The Authority shall provide, via each Contractor's New Jersey E-ZPass account, the means for each Contractor to receive non-revenue passage for a predetermined number of round trips on the Roadways per twelve month period ("Annual Non-Revenue Allowance").

The Annual Non-Revenue Allowance for each Zone is set forth in Appendix D. The Annual Non-Revenue Allowance will be equally apportioned among all Contractors awarded contracts for each Zone. In other words, if the Annual Non-Revenue Allowance is 1000 round trips and there are two contracts awarded for that Zone, each Contractor will be provided an Annual Non-Revenue Allowance of 500 round trips.

Once the Contractor has exhausted its Annual Non-Revenue Allowance, Contractor will be responsible the payment of any and all tolls and/or toll violation administrative fees arising out of Contractor's use of the Roadways for the remainder of the applicable twelve month period, regardless of whether Contractor is using the Roadways to perform an Authority-authorized tow.

5. Maximum Rates Set by Regulation

The total fee to be charged by a Contractor under a contract for all vehicle classes shall be the Towing Service Charge bid by such Contractor, plus the applicable per mile charge established in N.J.A.C. 19:9-3.1. In all other cases, the Contractor shall charge only those amounts, or less, as are set forth in N.J.A.C. 19:9-3.1 and N.J.A.C. 19:9-3.2, effective at the time of the provision of service.

The Towing Service Charge bid by the Bidder shall not exceed the following maximum rates, as set forth in N.J.A.C. 19:9-3.1:

- (i) \$60.00 for Class I Vehicles (under 6,999 lbs. GVW);
- (ii) \$100.00 for straight truck (up to 14,999 lbs. GVW), car with trailer, or trailer without car; and
- (iii) \$250.00 for tractor trailer or bus (15,000 pounds or more GVW)

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

6. Electronic Dispatch/Billing System

During the term of the Contract, the Authority may require Contractor to utilize specific software for electronic billing, invoicing, dispatching, GPS, and voice communications or other technologies as mandated by the Authority in its sole discretion, and the Authority may require Contractor to maintain a computer or smartphone or tablet with Internet access and a portable printer for this purpose. Contractor will need access to these devices simultaneously on the road and in their dispatch center. All expenses

related to Contractor's implementation of the Authority-mandated system, including but not limited to all hardware, software, licenses, texting, data, and voice expenses, will be the sole responsibility of the Contractor.

End of Section II

SECTION III REVISED INSURANCE REQUIREMENTS

The insurance requirements set forth in Section IV of the Prequalification Application are hereby revised as follows:

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

1. Contractor shall maintain commercial general liability insurance (CGL) or garage liability insurance with a coverage limit of not less than \$2,000,000 each occurrence. Such insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers" shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Contractor would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Contractor shall maintain such insurance for a period of not less than three (3) years following the termination of this Contract.

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

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

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

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

Minimum limit each occurrence and annual aggregate: \$3,000,000

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

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

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

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

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

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

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

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

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

d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers"

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

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

The Contractor shall ensure that the activities to be performed under this Contract do not violate the terms and conditions of any insurance policy which is or may be provided by the Contractor hereunder,

and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.

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

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

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

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

End of Section III

SECTION IV

AMENDED/ADDITIONAL DOCUMENTATION

1. Affidavit of No Change

All bidders shall complete the Affidavit of No Change, which is attached hereto as **Appendix F**, unless there has been any change in the information provided in the bidder's Prequalification Application Documents previously submitted to the Authority. **Bidders warrant that all of the information provided in the bidder's Prequalification Application previously submitted to the Authority remains accurate throughout the life of the contract, and that any material change in the information provided therein shall be disclosed immediately to the Authority in writing.**

If any information provided in the bidder's Prequalification Application Documents previously submitted to the Authority is no longer accurate, the bidder shall provide a signed and dated written explanation with its bid submission, amending the bidder's Prequalification Application Documents as necessary. This includes any revision to the list of Equipment Operators and Equipment set forth in the Bidder's Prequalification Application. Any revisions or update to such information must be disclosed to the Authority with the bid submission, and immediately upon occurrence during the term of the Contract.

2. Forms Required by Prequalification Application

If any intervening event has caused any of the following forms that were originally submitted by bidder in connection with its Prequalification Application Documents to no longer be accurate, the bidder shall resubmit the applicable amended form: (1) Affidavit of Moral Integrity; (2) Affirmative Action Information Form; (3) Ownership Disclosure Form; and (4) Affidavit of Compliance and Non-Collusion. A copy of each form can be found at Section IV of the Prequalification Application Documents. Directions for accessing the Prequalification Application Documents, which are available electronically, are set forth at Appendix A.

3. Vendor Disclosure Form N.J.S.A. 52:34-13.2. *N.J.S.A. 52:34-13.2* requires that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the subject of the contract. Each Bidder shall return to the Authority with its Bid as completed, dated and certified Vendor Disclosure Form set forth as Exhibit 2.

4. Additional Disclosure Requirements of Pub. 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 an affidavit acknowledging this requirement, on the form set forth in Exhibit 3. Failure to do so may result in rejection of the bid.

6. Notice to All Bidders of Set-Off for State Tax. Each Bidder shall return to the Authority with its Bid a signed and dated "Notice of Set-Off for State Tax" set forth as Exhibit 5 which advises

Bidders of the State of New Jersey's right to set-off any tax indebtedness from payments made under agreements with the Authority.

7. Disclosure of Investment in Iran. New Jersey Public Law 2012, c. 25 (*N.J.S.A. 52:32-55*) requires disclosure by all parties seeking to enter into a contract with the Authority to disclose whether or not the business is engaged in specific investment activities in Iran. Each Bidder shall return to the Authority with its Bid the completed dated form entitled "Disclosure of Investment Activities in Iran" as set forth in Exhibit 6. Failure to include the completed and signed form may be grounds for rejection of the Bid.

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

End of Section IV

BID FORM - GARDEN STATE PARKWAY

THE UNDERSIGNED hereby declares that he/she/it is the only person or corporation interested in this bid and that it is made without any connection with any person making another bid for the same Contract; that the bid is in all respects fair and without collusion or fraud.

The Undersigned further declares that he/she/it has carefully examined this Request for Bids and the Prequalification Application, and having examined same, and having made a thorough study of the conditions to be met in carrying out the requirements thereof and in performing the Services, the Undersigned hereby offers to perform the Services as required hereunder at the price(s) stated below.

This Bid is submitted for Routine Towing Services and Emergency Services on the Garden State Parkway in Zone _____. (Bidder must insert appropriate Zone)

Bidder shall enter the Towing Service Charge in the appropriate space below for each class of vehicle. The Towing Service Charge entered must not exceed the maximum shown for each vehicle class. Failure to comply will result in rejection of the bid.

A. Class I Vehicles (Must not exceed \$60.00):

$$\begin{array}{rcccl} \$ \underline{\hspace{2cm}} & \times & 90\% & = & \$ \underline{\hspace{2cm}} \\ \text{Towing Service Charge} & & \text{Weight Factor} & & \text{Weighted Price} \end{array}$$

B. Straight truck, car with trailer, or trailer without car (Must not exceed \$100.00):

$$\begin{array}{rcccl} \$ \underline{\hspace{2cm}} & \times & 5\% & = & \$ \underline{\hspace{2cm}} \\ \text{Towing Service Charge} & & \text{Weight Factor} & & \text{Weighted Price} \end{array}$$

C. Tractor trailer or bus (Must not exceed \$250.00):

$$\begin{array}{rcccl} \$ \underline{\hspace{2cm}} & \times & 5\% & = & \$ \underline{\hspace{2cm}} \\ \text{Towing Service Charge} & & \text{Weight Factor} & & \text{Weighted Price} \end{array}$$

$$\text{TOTAL A, B AND C:} = \$ \underline{\hspace{2cm}} \\ \text{Total Weighted Price}$$

ADDENDA / INQUIRIES: Check box if No Addenda Issued

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

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

NAME OF BIDDER: _____

SIGNATURE: _____

PRINT NAME AND TITLE OF SIGNATORY: _____

BIDDER'S ADDRESS AND TELEPHONE NO. _____

INDEX TO APPENDICES AND EXHIBITS

Appendix

- A. Prequalification Application Documents
- B. Service Provider Locations on the New Jersey Turnpike
- C. Zone Locations on the Garden State Parkway
- D. Annual Non-Revenue E-Z Pass Trip Allowances Per Zone
- E. Zone Fees
- F. New Jersey Turnpike Administrative Codes
- G. Draft Agreement for Routine Towing Services
- H. Public Law 2005, Chapter 51 and Executive Order

Exhibits

- 1. Affidavit of No Change
- 2. Vendor Disclosure Form – Executive Order 129
- 3. NJ Election Law Enforcement Commission Requirement for Disclosure of Political Contributions
- 4. Notice to all Bidders Set-Off for State Tax
- 5. Disclosure of Investment Activities in Iran

APPENDIX A

PREQUALIFICATION APPLICATION DOCUMENTS

The Prequalification Application Documents are located on the New Jersey Turnpike Authority website

**Website address – www.state.nj.us/turnpike
go to **Doing Business
Procurement
Request for Prequalification****

Copies of the Prequalification Application Documents can also be obtained by contacting Christine Noble at
732-750-5300 ext. 8623

APPENDIX B

SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE

Service Provider Location No. 1 Interchange 1	Area of Responsibility Interchange #2 - Interchange #1 Southbound Total Miles: 12.9 Contracts to be awarded: 2
Service Provider Location No. 3 Interchange 3	Area of Responsibility Interchange #4 - Interchange #3 Southbound Interchange #2 - Interchange #3 Northbound Total Miles: 21.5 Contracts to be awarded: 2
Service Provider Location No. 4 Interchange 4	Area of Responsibility Interchange #5 - Interchange #4 Southbound Interchange #3 - Interchange #4 Northbound Total Miles: 18.2 Contracts to be awarded: 2
Service Provider Location No. 5 Interchange 5	Area of Responsibility Interchange #4 - Interchange #5 Southbound Interchange #7 - Interchange #5 Northbound Total Miles: 21.5 Contracts to be awarded: 3
Service Provider Location No. 7 Interchange 7	Area of Responsibility Interchange #5 - Interchange #7 Northbound Interchange #8 - Interchange #7 Southbound Total Miles: 19 Contracts to be awarded: 2
Service Provider Locations No. 8 Interchange 8	Area of Responsibility Interchange #7 - Interchange #8 Northbound Interchange #9 - Interchange #8 Southbound Total Miles: 30.0 Contracts to be awarded:3
Service Provider Locations No. 11 Interchange 11	Area of Responsibility Interchange #9 - Interchange #11 Northbound Interchange #12- Interchange #11 Southbound Total Miles: 12.1 Contracts to be awarded:3

SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE

(continued)

Service Provider Locations No. 12 Interchange 12	Area of Responsibility Interchange #11 - Interchange #12 Northbound Interchange #13- Interchange #12 Southbound Total Miles: 8.6 Contracts to be awarded:2
Service Provider Locations No. 13 Interchange 13	Area of Responsibility Interchange #12 - Interchange #13 Northbound Interchange #15E- Interchange #13 Southbound Total Miles: 10.1 Contracts to be awarded:3
Service Provider Locations No. 14 Newark Bay - Hudson County Extension (NBHCE)	Area of Responsibility Interchange #14 to East Terminus - NBHCE East Terminus – NBHCE to Interchange 14 West Total Miles: 8.7 Contracts to be awarded: 2
Service Provider Locations No. 16E Interchange 16E	Area of Responsibility Int. #15E-Int. #16E Northeast SNE North Rt. 46 South to 17E-South All Ramps outside 16E Total Miles: 9.1 Contracts to be awarded:3
Service Provider Locations No. 16W Interchange 16W	Area of Responsibility Rt. 46 to Interchange 16W - South Interchange 15W to Interchange 16W North TNW Ramp 15W CSW Ramp NWC Ramp Total Miles: 8.9 Contracts to be awarded:2
Service Provider Locations I95 Interchange I95	Area of Responsibility Rt. 46 to Northern Terminus – North/South Total Miles: 4.9 Contracts to be awarded:3

APPENDIX C

ZONE LOCATIONS ON GARDEN STATE PARKWAY

Zone 1	Milepost	0	to	Milepost	25.7	2 contracts available
Zone 2	Milepost	25.7	to	Milepost	35.1	2 contracts available
Zone 3	Milepost	35.1	to	Milepost	55.7	2 contracts available
Zone 4	Milepost	55.7	to	Milepost	78.5	2 contracts available
Zone 5	Milepost	78.5	to	Milepost	89	2 contracts available
Zone 6	Milepost	89	to	Milepost	99	2 contracts available
Zone 7	Milepost	99	to	Milepost	105.1	2 contracts available
Zone 8	Milepost	105.1	to	Milepost	112.3	2 contracts available
Zone 9	Milepost	112.3	to	Milepost	118.5	2 contracts available
Zone 10	Milepost	118.5	to	Milepost	126.6	2 contracts available
Zone 11	Milepost	126.6	to	Milepost	132	2 contracts available
Zone 12	Milepost	132	to	Milepost	138.8	2 contracts available
Zone 13	Milepost	138.8	to	Milepost	145.6	2 contracts available
Zone 14	Milepost	145.6	to	Milepost	150.7	2 contracts available
Zone 15	Milepost	150.7	to	Milepost	158.9	2 contracts available
Zone 16	Milepost	158.9	to	Milepost	172.4	2 contracts available

APPENDIX D

**Annual Non-Revenue E-Z Pass Trip Allowances Per Zone
(to be divided between the Contractors per Zone)**

New Jersey Turnpike	
	Annual Non-Revenue Round Trips Per Zone
Interchange 1	1100
Interchange 3	1400
Interchange 4	1800
Interchange 5	2500
Interchange 7	4700
Interchange 8	7600
Interchange 11	4800
Interchange 12	3400
Interchange 13/13A	4600
NBHCE	3600
Interchange 16E	2400
Interchange 16W	2100
Interchange I-95	2700

Garden State Parkway	
	Annual Non-Revenue Round Trips Per Zone
Zone 1	250
Zone 2	500
Zone 3	250
Zone 4	500
Zone 5	250
Zone 6	1750
Zone 7	250
Zone 8	250
Zone 9	1000
Zone 10	500
Zone 11	250
Zone 12	250
Zone 13	250
Zone 14	1750
Zone 15	1000
Zone 16	1000

APPENDIX E

ZONE FEES

NEW JERSEY TURNPIKE

Interchange **Total Annual Fee Per Interchange Due to Authority**

Interchange 1	\$3,500
Interchange 3	\$5,000
Interchange 4	\$10,000
Interchange 5	\$9,000
Interchange 7	\$23,500
Interchange 8	\$30,500
Interchange 11	\$15,000
Interchange 12	\$12,500
Interchange 13/13A	\$15,000
NBHCE	\$11,500
Interchange 16E	\$8,000
Interchange 16W	\$9,500
I-95	\$9,000

GARDEN STATE PARKWAY

Zone **Total Annual Fee Per Zone Due to Authority**

Zone 1	\$6,000
Zone 2	\$3,000
Zone 3	\$10,500
Zone 4	\$20,500
Zone 5	\$9,500
Zone 6	\$15,500
Zone 7	\$12,500
Zone 8	\$8,000
Zone 9	\$10,000
Zone 10	\$13,500
Zone 11	\$6,000
Zone 12	\$10,000
Zone 13	\$11,500
Zone 14	\$10,500
Zone 15	\$7,000
Zone 16	\$9,000

APPENDIX F

NEW JERSEY TURNPIKE ADMINISTRATIVE CODES

NEW JERSEY TURNPIKE ADMINISTRATIVE CODE, N.J.A.C.19:9-3.1

(TOWING RATES)

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

1. Class 1 Vehicles (under 6,999 lbs. registered gross vehicle weight “GVW”):
 - i. Service charge of \$60.00; plus
 - ii.
 - iii. \$2.00 per mile on Turnpike and Garden State Parkway up to a maximum, including the service charge, of \$80.00.
 - iv.
2. Other classes of Vehicles (7,000 lbs. and over registered GVW):
 - i. Service charge of \$100.00 for straight truck (up to 14,999 pounds gross vehicle weight), car with trailer, or trailer without car and \$250.00 for tractor-trailer or bus (15,000 pounds or more gross vehicle weight); plus
 - ii.
 - iii. \$3.00 per mile on Turnpike and Garden State Parkway up to a maximum, including the service charge, of \$130.00 for straight truck, car with trailer, or trailer without car and \$5.00 per mile for tractor-trailer or bus up to a maximum, including the service charge, of \$300.00; plus
 - iv.
 - v. An additional charge of \$25.00 for connecting air lines and \$25.00 for connecting lights.
 - vi. An additional charge of \$45.00 for disconnecting drive shaft on all trucks.
 - vii. An additional charge of \$40.00 per axle for removing axle; and
 - viii.
3. Winching and wrecking (all classes of vehicles):
 - i. \$60.00 per hour for a light wrecker;
 - ii. \$100.00 per hour for a heavy wrecker; and
4. Specialized equipment:
 - i. \$250.00 per hour for specialized equipment, including but not limited to Landoll Hydraulic Trailer with tractor, Oskosh, box trailer with tractor and driver.

- ii. \$450.00 per hour for Rotator 60-ton capacity and up, and for 50 ton construction crane.

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

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

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

(ROAD SERVICE RATES)

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

- (a) Road service rates for Class 1 vehicles charged by Authority-authorized service companies shall conform to the following rates or such rates as many be approved and amended by the Commissioners from time to time, in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30.
 - 1. Road service charge: \$30.00;
 - 2. Motor fuel/oil: Cost of product plus road service charge;
 - 3. Tire change: Road service charge;
 - 4. Tire repair/replacement: Cost of product plus road service charge;
 - 5. Battery service: Road service charge; and
 - 6. Water: Road service charge.

- (b) Road service rates on the Parkway for Class 1 vehicles charged by Authority-authorized towing and emergency service providers shall conform with the following rates or such rates as may be approved and amended by the Commissioners from time to time in accordance with P.L.2003, c79 (N.J.S.A. 27:23-42(b)(7) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. and the rules on agency rulemaking, N.J.A.C. 1:30:
 - 1. Road service charge: \$30.00
 - 2. Motor fuel/oil: Cost of product plus road service charge;
 - 3. Tire change: Road service charge;
 - 4. Tire repair/replacement: Cost of product plus road service charge;
 - 5. Battery service: Road service charge; and
 - 6. Water: Road service charge.

APPENDIX G

DRAFT AGREEMENT FOR ROUTINE TOWING SERVICES

THIS AGREEMENT dated _____, 2014 and effective 12:01 a.m., _____, 2014 (“Effective Date”) by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the “Authority”); and _____ (the “Contractor”).

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

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

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

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

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

1. **DEFINITIONS.**

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

(b) “Contractor” shall mean _____;

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

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

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

4. **TERMINATION AND SUSPENSION:** The Contract may be terminated by the Authority at any time for inadequate or improper performance, or for any material breach of any terms, conditions, or obligations of the contract by the Contractor, as determined by the Authority, or if the Contractor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the Contractor and the act of bankruptcy therein alleged is not denied by the Contractor, or if

denied, is found by a court or jury. Further, the Authority reserves the right to terminate the Contract for any reason provided written notice has been given by the Authority to the Contractor at least thirty (30) calendar days prior to such proposed termination date. The Notice of Termination shall be in writing, shall be sent by overnight courier to the Contractor's address set forth herein and shall be effective the day after transmission.

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

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

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

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

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

6. ANNUAL NON-REVENUE TOLL ALLOWANCE. The Annual Non-Revenue Toll Allowance which may be utilized by Contractor under the terms of this Contract is _____. Contractor must comply with the terms of this Contract, including the maintenance of a valid, active, and funded New Jersey E-ZPass account, to receive and/or utilize this Annual Non-Revenue Toll Allowance.

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

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONTRACTOR ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONTRACTOR SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM

TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

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

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

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

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

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

10. PERSONAL LIABILITY. In carrying out the provisions of this Contract, or in exercising any power or authority granted it by its position, the Contractor agrees that neither the Commissioners of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Contractor with any liability.

11. COMPLIANCE WITH ALL LAWS. The Contractor shall perform the Services under the Contract in compliance with all applicable Federal, State, local laws, ordinances, rules, regulations and orders.

12. GOVERNING LAW. The terms of this Contract shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Contract shall be brought only in the Superior Court of the State of New Jersey, County of Middlesex.

13. INDEPENDENT CONTRACTOR. Neither the Contractor nor the Authority shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Contractor shall perform its obligations pursuant to this Contract as an independent contractor.

14. ASSIGNMENT. This Contract, or any part thereof, shall not be subcontracted or assigned by the Contractor without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.
15. MODIFICATIONS. This Contract may only be amended or modified in writing and signed by the Authority and the Contractor.
16. PARTIES BOUND. This Contract shall be binding upon the Authority and the Contractor, their respective successors and assigns.
17. AUDIT. The Authority or its duly authorized representative shall have the right to conduct an audit of all funds, records, receipts, memoranda, claim files and other materials concerning the administration of the towing program that is the subject of this Contract. Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed with regard to the provision of towing services. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records specific to the Contract. Such records shall be retained by Contractor for at least five (5) years after termination of the Contract. In no event shall books and records be disposed of or destroyed of prior to five (5) years or during any dispute or claim between the Authority and the Contractor with regard to the Contract.

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

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

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

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

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Ann Czajkowski
Assistant Secretary

By:_____
Joseph W. Mrozek
Executive Director

[Corporate Seal]

Approved by the Law Department:

Bruce A. Harris
General Counsel

ATTEST:

[CONTRACTOR]

[Name]
[Title]

By:_____
[Name]

[Corporate Seal]

APPENDIX H

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

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

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

DEFINITIONS

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

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

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

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any

contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

EXHIBIT 1

AFFIDAVIT OF NO CHANGE

STATE OF NEW JERSEY

ss:

COUNTY OF _____

I, _____ [Name], residing in _____ [City/Town/Borough] in the

County of _____ and State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ the (President) (Owner) of _____ (the "Bidder"), the Applicant submitting the response to the Request for Bids for Routine Towing Services on the New Jersey Turnpike and/or Routine Towing Services and Emergency Services on the Garden State Parkway, and that I executed the said response with full authority to do so. I warrant that I have examined the response to the Prequalification Application by the Bidder and the Request for Bids submitted by the Bidder to the New Jersey Turnpike Authority and certify that no information supplied in the Prequalification Application has since changed. I further certify that if any of the information supplied in the Prequalification Application or the Request for Bids herein changes at any point during the duration of the Contract, I will immediately notify the Authority in writing of any such changes.

Subscribed and sworn to
Before me this _____ day
_____, 2014

By: _____
Signature

Notary Public of
My Commission expires _____, 20____

EXHIBIT 2

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

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

The Authority shall insure that all vendors seeking to enter into any contract in which services are procured on his behalf must disclose:

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

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

Contractor _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

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

Contractor: _____ Title: _____

EXHIBIT 3

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

All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive 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-2027

STATE OF _____

:SS

COUNTY OF _____

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

I am _____, a _____ in the firm of _____
(Name) (Title, Position, etc)

_____, the Bidder submitting a Bid in response to the Request for Bids for Routine Towing Services on the New Jersey Turnpike and for Routine Towing Services and Emergency Services on the Garden State Parkway (“Services”) referenced herein; that I executed said Bid with full authority to do so; and that the Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Bid and in statements contained in this affidavit in awarding the contract for the Services.

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

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT 4

**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 to 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 R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE.”

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT 5

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

RFB 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 Executive Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

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

AND

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

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

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

You must provide a detailed, accurate and precise description of the activities of the proposer, 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 Proposer: _____	
Description of Activities: _____ _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer 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: _____