BID SOLICITATION NOTICE

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

THE NEW JERSEY TURNPIKE AUTHORITY

PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

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

TITLE: **PROTECTIVE COATING ON GARDEN STATE PARKWAY TOLL BOOTHS**

BID NO: **RM-110019**

DUE DATE: **8-19-14**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

_____ _____
REPRESENTATIVE TO CONTACT-NAME & TITLE TELEPHONE NO.

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

☐ **WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE**

THE NEW JERSEY TURNPIKE AUTHORITY

PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT
New Jersey Turnpike Administrative Offices
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REQUEST FOR BID

NON MANDATORY SITE INSPECTION AVAILABLE

TITLE: **PROTECTIVE COATING ON GARDEN STATE PARKWAY TOLL BOOTHS**

BID NO: **RM-110019**

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TIME: **11:00 AM**

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

BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)

Please Print

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

_____ _____
REPRESENTATIVE TO CONTACT-NAME & TITLE TELEPHONE NO.

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

_____BUSINESS CORPORATION_____PARTNERSHIP_____INDIVIDUAL

_____OTHER (SPECIFY)_____

SECTION I

A. INTRODUCTION

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

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

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

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request of Bid ("RFB"), including specifications and related bid documents ("Bids") must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.

2. The entity submitting a Bid ("Bidder") must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.

3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.

4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.

5. **The Bidder may attend the non-mandatory site inspection at the following location: Toms River is MP 84.7 (Barrier) on the Garden State Parkway on Wednesday 8-13-14 promptly at 10:00 AM. (See Quotation Page for additional information.**

6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:

   (a) Bid Bond or Cashier's Check for 10% of the amount Bid or a Letter of Surety ☒

   (b) Stockholder/Partnership Disclosure Statement ☒

7. See the Authority's Instruction to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

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

   (a) State of New Jersey Division of Revenue Business Registration Certificate ☒

   (b) Certification of Registration with the Secretary of State (only if non-NJ corporation) ☒

   (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC) ☒

   (d) Public Works Contractor Registration Certificate(s) (if applicable) ☒

   (e) Affirmative Action Information Sheet with Certificate or Form AA302 ☒

   (f) Signed Mandatory Equal Employment Opportunity Language ☒

   (g) SBE/WBE/MBE Certificates and Form ☒

   (h) Vendor Disclosure Form (EO129-Location of Services) ☒

   (i) Notice of Set-Off for State Tax (P.L. 1999, c 159) ☒

   (j) Automobile Insurance Liability Waiver ☐

   (k) Insurance Certificate ☒

   (l) Disclosure of Investment in Iran ☒

8. Bidder must sign Bid ☒

9. Three year Open Option Clause ☐

SECTION II

A. INTENTION

1. Sealed Bids for RM-110019 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this "RFB" at which time and place said Bid will be opened and read in public.

2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time**.

3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of PROTECTIVE COATING ON THE GARDEN STATE PARKWAY TOLL BOOTHS.

4. Items purchased under this contract will be delivered as directed by the Authority.

5. The term of the contract shall be for "one year with the option to extend for two additional one-year terms at the Authority's discretion and the vendor's concurrence".

6. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 or email: jparmigiani@turnpike.state.nj.us

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, "Bid Documents").

2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department ('PMM") in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date**. Written requests can be submitted by FAX at 732-750-5399.

3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.

4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

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

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

C. BASIS OF AWARD

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected.**

2. **Bidders must quote only one price per line item. If a Bidder quotes multiple prices per line item, the Bid may be rejected**.

3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.

4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.

5. The Authority is tax exempt from New Jersey Sales and Excise Tax.

6. Award will be made to the lowest responsive Bidder for the total line items Bid.

D. MISCELLANEOUS

1. Delivery Date _____
   (Insert if applicable)

2. Payment Terms: The Authority's standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

   Discount: Maximum time period _____
   Percentage _____

   Note: Although prompt payment discounts will not be considered in determining low Bid, the Authority reserves the right to take advantage of any such discounts offered.

3. **The successful bidder will be required to provide a contract bond if stated in the specifications and (if awarded) 20% of contract amount.**

BID QUOTATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	2	EA.	Surface Preparation and Application of Spray-On Protective Coating of 20' L x 4'6" W Toll Booth (approximately 200 square feet of surface area)	$	$
2	46	EA.	Surface Preparation and Application of Spray-On Protective Coating of 12' L x 3'6" W Toll Booth (approximately 105 square feet of surface area)	$	$
3	1,100	S.F.	Replacement of New ¼" Sheet Steel per the Specifications, If and Where Directed by the Authority	$	$

TOTAL OF LINES 1 THROUGH 3 = $_____

- **PLEASE REFER TO PARAGRAPH # 7 OF THE ATTACHED SPECIFICATIONS FOR EACH LINE ITEM LISTED ABOVE.**

The Non-Mandatory site inspection shall be at the following location: Toms River is MP 84.7 (Barrier) on the Garden State Parkway on Wednesday 8-13-14 promptly at 10:00 AM. If any bidder is planning on attending, please contact John J. Parmigiani at 732-750-5300 x 8632 or email: jparmigiani@turnpike.state.nj.us

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

NEW JERSEY TURNPIKE AUTHORITY

_____
Andrea E. Ward
Director, PMM Department

_____/_____
Name of Company / Authorized Signature of Bidder

E. SIGNATURE PAGE

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

   ☐ **CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**
   (All Addenda / Inquiries must be acknowledged as indicated above.)

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

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

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

4. **AUTHORIZED SIGNATURE:**_____

   Print Name and Title: _____

   Bidder: _____

   Address: _____

   City, State, Zip: _____

   E-mail address _____

   Telephone #: _____ Fax:_____

   Date: # _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-110019

PROPOSAL TITLE: PROTECTIVE COATING ON GARDEN STATE PARKWAY TOLL BOOTHS

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

Name of Company_____
Reason you did not respond (Check all that apply)

_____ Cannot supply product or service

_____ Cannot meet technical specifications

_____ Cannot meet delivery specifications

_____ Cannot meet legal requirements
(i.e. Bid/performance/security/insurance, etc.)

_____ Cannot provide a competitive price at this time

_____ Interested in receiving specifications for informational purposes only

_____ Insufficient lead time to respond

_____ Other:(please be specific) _____
_____
_____

Do you wish to remain on our mailing list?

_____Yes _____No

Additional comments: _____
_____
_____

Signed :(optional)_____

Company:_____

Exception Form: Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk

Delivery Date Exception _____
Warranty Date Exception_____
Vendor's Name_____
Signature of Vendor Responsible Officer_____
Date_____

New Jersey Turnpike Authority

DRAFT CONTRACT

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

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

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

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

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

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

_____

BY_____

Sheri Czajkowski
Secretary

Joseph W. Mrozek
Executive Director

[Corporate Seal]

ATTEST:

_____
Company Name

_____

BY_____

Name
Title

Name
Title

[Corporate Seal]

SPECIFICATIONS FOR THE APPLICATION OF PROTECTIVE COATING ON TOLL BOOTHS ALONG THE GARDEN STATE PARKWAY

1. PURPOSE AND INTENT

The purpose of this RFB is to obtain bids from responsible & responsive bidders to furnish all supervision, labor, materials, equipment and insurance to apply a spray-on protective coating to metal toll booths at fourteen (14) locations along the Garden State Parkway ("Parkway") as hereinafter specified and listed in **Appendix - A**.

The term "Authority" hereinafter refers to the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, NJ 07095. The term "Contractor" hereinafter refers to the company hired and retained by the Authority to apply protective coating on Parkway toll booths at the designated location(s).

2. GENERAL REQUIREMENTS

The Contractor is required to comply with the following requirements:

A. The Contractors primary business shall be in the area of commercial and industrial spray-on coating application.

B. The Contractor shall remove or dispose of all debris, garbage, equipment and materials from the job site upon completion of the job at each individual site.

C. The Contractor shall provide all personal protective equipment (PPE) including, but not limited to, harnesses, hardhats and safety glasses as required and certify that all service personnel are trained and qualified in their use.

D. The Parkway is a 24 hour a day operation, therefore, some or all of the work may need to be performed during periods of early morning or late evening depending on the time of year as directed by the Authority.

E. The Contractor is responsible for preparing and submitting all permit application forms, required drawings (if any) and fees to secure permits from any agency that requires them.

F. The Contractor is responsible for field verification of all existing conditions, measurements or other data or information provided for accuracy. Data and verification must be completed thirty (30) days prior to commencement of work.

G. The Contractor shall provide submittals and/or shop drawings specified hereinafter. Submittals and/or shop drawings must be submitted thirty (30) days prior to commencement of work.

3. WORK TO BE PERFORMED

The toll booths included in this specification are either 12' L x 3'6" W or 20' L x 4'6" W and are constructed of ¼" thick steel panels set atop concrete pads. The area to be coated for each toll booth will be 4' up from the bottom of the booth and extend 6" out onto the concrete base (excluding door openings). The dutch doors will not be coated. The Contractor's work within this project to apply a spray-on protective coating shall include but not be limited to:

- Mask all surrounding areas and equipment, not to be coated, with masking paper or plastic.

NOTE: **Testing and analysis for lead-based paint was performed on the lane 4 toll booth at the New Gretna Toll Plaza. The testing confirmed the presence of lead-based paint see Appendix - B.**

- **Install proper containment, approved by the Authority, to completely contain and collect debris resulting from the removal of coatings in the preparation of steel and concrete surfaces for coating.**

NOTE: The containment and collection of debris shall be done in strict conformance with all OSHA, Federal Environmental Protection Agency, NJDEP and other regulatory agencies with jurisdiction, rules, regulations, standards and guidelines in effect at the time the work is in progress.

- Prior to abrasive blasting, wash entire area to receive the coating with a biodegradable detergent to remove all chalk, oil, grease, rust, dirt or any other contaminants. The area shall be rinsed thoroughly with clean water, and the process repeated until the surface is free of all contaminants. If necessary, use a TSP (tri-sodium phosphate) wash to remove heavy oil and grease deposits.

NOTE: The area should be checked for soluble salt contamination using a test kit such as the Chlor-Rid kit. If present, the chlorides shall be neutralized with the proper agents as manufactured by Chlor-Rid International or approved equal.

- Use an abrasive blasting system to remove all paint and give the steel a 2-4 mil angular profile as per SSPC SP10 and the concrete a level of coarseness equal to ICRI (International Concrete Repair Institute) Standard CSP 2-3.

- After blasting, use clean, dry, oil free air to blow the dust, grit or other foreign matter from the substrate in a manner that does not affect the cleaned surface that is to be coated. Vacuum cleaning or other methods may be used in place of compressed air. The area shall be 90% or greater dust free and dry.

- Repair any broken, cracked or pitted **concrete** areas by first removing loose debris, Repairs shall be made as follows:

    a) Bugholes or pitted areas: Fill with patch compound such as an epoxy mortar (epoxy with sand), Rhino 405 epoxy or Rhino Concrete Repair or approved equal.
    b) Potholes or larger voids: Fill with concrete patch material.
    c) Cracks larger than 1/16”: Fill with a urethane caulk. Rhino TuffGrip 85-120, or an approved equal, can also be applied with the proper equipment as crack filler. For larger cracks, use a polyethylene foam backer rod inserted into the crack before applying caulk.

NOTE: Exposed edges on concrete surfaces shall be keyed to create a locked edge. Use a circular saw to cut a ½” deep groove along the edge. Spray the coating into this key to lock the coating into the surface.

- Repair all deteriorated metal surfaces, if and where directed by the Authority, using rivets, screws or by welding as follows:

    a) For booths that are 12’ long, the repairs will be made by attaching a new ¼”, 2’ high steel plate to the existing booth steel by welding on all affected sides. A minimum weld thickness of 3/16” is required as per AISC (American Institute of Steel Construction).

b) For booths that are 20' long, the repairs will be made by attaching a new ¼", 2' high steel plate to the existing booth steel with rivets, screws or by welding on all affected sides.

NOTE: Size, pattern and spacing of rivets or screws for the attachment of steel plate shall be approved by the Authority. Steel plate shall be continuous along entire side of toll booth unless specifically directed otherwise. The steel plate shall be attached to the toll booth to form an integral unit.

- All welds and edges shall be ground smooth. Caulk all the seams, edges and transition areas of the new repair.

- Wipe entire steel substrate with a solvent to remove any contaminants that may affect the coating performance.

NOTE: All steel should be primed within eight (8) hours of blasting to avoid flash rust. Any steel that is not primed during that time period needs to be inspected for flash rust and contaminants. If flash rust or contamination is observed, it must be decontaminated and re-blasted.

- Apply steel wire tape to all edges of areas to be coated on the toll booth.

- Apply Primer 251 or approved equal to a thickness of 2-3 mils using a brush, roller or spray. If spraying with an HVLP (high-volume, low-pressure) gun, the primer can be thinned with 5-10% acetone.

NOTE: If spraying with an HVLP (high-volume, low-pressure) gun, the primer can be thinned with 5-10% acetone.

- Apply polyurethane caulk to all joints, transitions, door jams and the base of the booth where the concrete meets the steel.

NOTE: In all areas of voids, the gap is to be caulked to provide a continuous smooth surface for the spray-on coating.

- The coating shall be applied to a thickness of 80-100 mils according to the manufacturer's application instructions. **Coating shall not be applied to any dutch doors**. Apply the coating within twelve (12) hours of the primer becoming tack free.

NOTE: If the primer is allowed to cure more than twelve (12) hours, a solvent wipe followed by an additional light application of 1-2 mils of primer will be necessary before applying the coating.

4. MATERIALS

To the greatest extent possible, the Contractor shall obtain primary coating materials from only one manufacturer. Provide secondary materials (and those materials not available from the primary liner materials manufacturer) which are compatible with the primary materials.

1) **Primer:** Two-component, 100% solids (no VOCs, no solvents), flexible, elastomeric polyurethane primer and sealant. Primer shall be Primer 251 as manufactured by Rhino Linings; or approved equal.

2) **Protective Coating:** Two-component, 100% solids (no VOCs, no solvents), exothermic, rapid curing, polyaspartic polyurea lining system. Protective lining shall be SolarMax 11-70 as manufactured by

Rhino Linings; or approved equal. Protective coating color shall be approved by the Authority and match the existing color of the toll booths.

3) **Bridging Compound:** A non-structural two-part patch system that produces a putty-like substance designed for repairing large cracks and deep holes in concrete. It can also be used to create a smooth radius or angled transition from floors to walls and can be a bridging material over seams, bolts and welds on metal surfaces. Bridging compound shall be Rhino Patch Compound as manufactured by Rhino Linings; or approved equal.

4) **Caulk:** Caulk shall be a low modulus, high performance, 1-component, polyurethane based, non-sag elastomeric sealant designed to be used between dissimilar materials.

5) **Steel Plate:** Shall be ¼" thick by 2' high by the length of the toll booth wall being repaired and shall be carbon steel ASTM (American Society for Testing and Materials) type A-36.

6) **Rivets:** Commercial quality, steel/steel, zinc plated, minimum 3/16" diameter, SBS Series as manufactured by Rivet King or approved equal.

7) **Screws:** Commercial quality, stainless steel, metal screw, minimum size #10. Screws approved for use by the Engineer shall be installed with an isolating washer.

5. METHODS OF CONSTRUCTION

General

(a) **Maintenance and Protection of Traffic**

Maintenance and protection of traffic will be provided by the Authority. The Contractor must coordinate all work with the Authority to assure that the proper traffic protection is in place before the work begins. **No work will be permitted until the proper traffic protection is installed**.

(b) **Delivery and Storage of Material**

Deliver all material to the job site in manufacturer's original containers, properly labeled for identification. The contractor shall store all protective coating components, resin and primer products at $60^0 - 90^0$ F in closed, well-sealed containers, free from the elements in a dry location.

(c) **Weather Precautions**

Spray-on protective coating shall be installed only when weather conditions ensure proper application of all materials as per the manufacturer's recommendations. All surfaces must be dry and free of foreign materials, snow, ice or any other condition which would interfere with good application practices.

(d) **Coordination with the Authority**

The Contractor, prior to lining application, will coordinate the removal and reinstallation of existing gaskets and windows where necessary (which will be performed by the Authority's Maintenance Department).

(e) **Containment**

Prior to the commencement of work the Contractor shall provide containment around the designated booth(s) work area(s). The containment will be as specified to contain all hazardous materials during the preparation process as well as preventing overspray during the application process.

(f) **Preparation for Application of Spray-On Protective Coating**

Contractor shall inspect all surfaces that are scheduled to receive spray-on protective coating. Surfaces shall be sound, clean, smooth, dry and free of debris, loose materials or defects which would adversely affect application or performance.

During surface preparation, all materials that are to be removed as part of this work are to be placed directly into containers, and immediately trucked from the work site and properly disposed of by the Contractor.

The Contractor shall inspect all related work installed under other Sections of this Specification to ensure proper installation; any conditions that will adversely affect the performance of the protective coating shall be corrected prior to start of spray-on application.

When reference is made to a particular manufacturer, or his specification for installation procedures, then such current published specification data for the coating system and associated work specified shall form part of this Section, except as amended or amplified herein. **The most stringent requirements shall be maintained, whether it is the manufacturer's recommendations or outlined procedures within this specification.**

6. MISCELLANEOUS ITEMS OF WORK

1) Caulking

Caulking shall be applied in accordance with the manufacturer's instructions and with an appropriate sized nozzle to fit the joint width. Avoid dropping or smearing caulk on adjacent surfaces. Fill joints solidly with caulk and finish smooth. Tool joints to a concave surface along the base of the toll booths.

Caulking shall only be applied when ambient temperature is between 40^0 and 100^0 F or when the ambient and substrate temperature conditions are within the limits allowed by the manufacturer.

2) Containment

The enclosure shall have walls of rigid and/or flexible materials with rigid supports and bracing. There shall be an entrance/exit which can be sealed. The enclosure shall have dust collection and filtration equipment as required.

During blast cleaning, if the containment enclosure is allowing debris to escape, the Contractor shall immediately stop such work until the enclosure is repaired. Any debris released from the enclosure shall be cleaned up by the Contractor immediately.

All debris resulting from the surface preparation shall be contained and vacuum collected daily or more frequently as directed by the Authority, due to debris buildup. Such debris, blast residue and paint chips removed by cleaning, shall be stored in leak-proof storage containers and shall be handled in accordance with NJDEP Hazardous Waste Management Regulations. The Contractor shall account for and is responsible for the proper handling of the surface preparation and coating debris.

The Contractor is liable for any fines, costs, or remediation costs incurred as a result of their failure to be in compliance with all federal, state and local laws.

7. PRICING

The pricing for this Contract consists of three (3) items as shown on the Quotation Page and defined below. The Contract will be awarded to the lowest responsible bidder.

a. **Item 1 –** This price shall consist of all the facets of work required for the application of the spray-on coating for 20' L x 4'6" W toll booths (approximately 200 square feet of surface area including concrete surface) including, but not limited to, containment set up, masking, surface preparation, collection and disposal of hazardous materials, concrete repairs /preparation, priming, caulking and taping as well as the coating application.

b. **Item 2 –** This price shall consist of all the facets of work required for the application of the spray-on coating for 12' L x 3'6" W toll booths (approximately 105 square feet of surface area including concrete surface) including, but not limited to, containment set up, masking, surface preparation, collection and disposal of hazardous materials, concrete repairs /preparation, priming, caulking and taping as well as the coating application.

c. **Item 3 –** This price shall be based on the square feet of new ¼" steel plate installed if and where directed by the Authority as per the specifications.

8. PROVISIONS FOR PAYMENT

Invoices shall be submitted for payment on a monthly basis covering all the work performed during the preceding thirty days and must be received by the Authority no later than the end of the succeeding month. The invoice shall include a list of all completed locations, and all other pertinent information.

9. WARRANTY

The Contractor shall guarantee his products and workmanship a period of three (3) years. The Contractor shall make any repairs that may become necessary due to poor workmanship or defective material. The Contractor will not be responsible for damage caused by natural disasters, vandalism, accidents, misuse or any unforeseen acts.

10. RESPONSIBILITY OF THE CONTRACTOR

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

11. TRAFFIC PERMIT

Prior to starting work, the Contractor shall obtain a New Jersey Turnpike Authority "Traffic Permit" which authorizes him to work on Authority property; this form shall be obtained & completed by the Contractor. It is the Contractor's responsibility to retain a copy of the completed traffic permit in the vehicle(s) servicing this Contract at all times.

12. TRAFFIC, TOLLS AND SAFETY

All mileage, costs and tolls are the responsibility of the Contractor and are not reimbursable. Contractor vehicles will not be permitted to use Z-turns, median U-turns, grade separated U-turns or make U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns will be subject to a summons by the State Police. Access to the work site in this Contract may be via Parkway interchanges by means of revenue tolls or via local streets. If access is via the Parkway, egress must also be via the Parkway. If access is via local streets, egress must also be via local streets. Exiting the Parkway via an access gate, as at Service Areas or Maintenance Facilities, constitutes an evasion of tolls and is prohibited by Authority regulations, NJAC 19:-1.19.

13. PERSONNEL AND VEHICLES

All personnel servicing this Contract shall be neat in appearance and possess Contractor provided identification cards, which shall be displayed at all times. Contractor vehicles shall be marked in a prominent location with the company name such that it will be recognizable to the State Police who patrol the Authority's facilities.

Appendix-A

The toll booths to be coated according to these specifications are as follows:

• Wildwood North	MP 4.0 N (Exit 4)	1 Booth (20′)
• Wildwood South	MP 4.0 S (Exit 4)	1 Booth (20′)
• Cape May	MP 19.4 (Barrier)	4 Booths (12′)
• Great Egg	MP 28.8 (Barrier)	5 Booths (12′)
• Somers Point	MP 30.0 (Exit 30)	2 Booths (12′)
• New Gretna	MP 53.5 (Barrier)	6 Booths (12′)
• Barnegat	MP 68.9 (Barrier)	5 Booths (12′)
• Waretown North	MP 70.3 N (Exit 69)	2 Booths (12′)
• Waretown South	MP 70.3 S (Exit 69)	2 Booths (12′)
• Lacey North	MP 75.5 N (Exit 74)	3 Booths (12′)
• Lacey South	MP 75.5 S (Exit 74)	3 Booths (12′)
• Berkeley North	MP 77.4 N (Exit 77)	3 Booths (12′)
• Berkeley South	MP 78.3 S (Exit 77)	3 Booths (12′)
• Toms River	MP 84.7 (Barrier)	8 Booths (12′)

APPENDIX B

LEAD SAMPLE TESTING

iATL INTERNATIONAL
ASBESTOS TESTING LABORATORIES

9000 Commerce Parkway, Suite B • Mount Laurel, NJ 08054
Phone: 877-428-4285/856-231-9449 • Fax: 856-231-9818

Sample Log

–Environmental Lead –

Client: Hatch Mott MacDonald Project: NJT - New Gretna

Sampling Date/Time: May 13, 2014

Client Sample #	iATL #	Location/ Description	~~Flow Rate~~	~~Start End~~	Sampling time (min)	Color ~~Area (ft2) Volume (L)~~	Results ( )
NG-01	5316011	L4, East			1345	Dk. Green	
NG-02	5316012	L4, North			1350	Dk. Green	
NG-03	5316013	L4, Inside			1400	Tan	
NG-04	~~5316014~~	L4 Inside			1405	Tan	
NG-05	~~5316015~~	L1 East			1415	Dk. Green	

** = Insufficient Sample Provided to Perform QC Reanalysis (<200mg)*
*** = Insufficient Sample Provided to Analyze (<50mg) ***= Matrix / Substrate Interference Possible*
FB = Method Requires the submittal of blank(s). ML = Multi Layered Sample. May result in inconsistent results.

These **preliminary results** are issued by iATL to expedite procedures by clients based upon the above data. iATL assumes that all of the sampling methods and data upon which these results are based, has been accurately supplied by the client. These results may not have been reviewed by the Laboratory Director. Final Certificate of Analysis will follow these preliminary results. The signed COA is to be considered the official results. All EPA, HUD, and NJDEP conditions apply.

IATL International Asbestos Testing Laboratories

9000 Commerce Parkway, Suite B, Mt. Laurel, NJ 08054
Telephone: 856-231-9449 Fax: 856-231-9818
INFO@IATL.COM

DAILY QUALITY CONTROL DATA

LEAD SAMPLE ANALYSIS

(DATE: 05 / 15 / 14)

Standard	Total Lead (mg)	Percent Recovery **
Reagent Blank	0.000	< LOQ
Blank Spike	0.500	100
Lab Control Std	1.640	98
Matrix Spike - LBP *	0.29	101
Matrix Spike - Wipe *	0.26	100
Matrix Spike - Soil *	0.320	89
Matrix spike - Air *	0.050	100
2.5 ppm Standard	0.25	99
10.0 ppm Standard	1.0	102
40.0 ppm Standard	4.0	99

AIHA-LAP, LLC No. 100188 **NYSDOH-ELAP No. 11021**

Analysis Method: ASTM D3335-85A
NIOSH 7082
EPA SW846 3050B 7000B

Comments: IATL assumes that all sampling complies with accepted methods.
All client supplied sampling data is assumed to be correct when calculating results.
Detection limit based upon 0.2 mg/L reporting limit and sample size.
* NIST Traceable.
** 80-120% acceptable limits.

Analyzed By: C. Chad Shaffer
R. Chad Shaffer

Date: 5/15/14

Approved By:
Frank E. Ehrenfeld, III
Laboratory Director

AAS.DailyQC.001

IATL International Asbestos Testing Laboratories

9000 Commerce Parkway Suite B Mt. Laurel, NJ 08054
Telephone: 856-231-9449 Fax: 856-231-9818

CERTIFICATE OF ANALYSIS

Client: Hatch Mott MacDonald
111 Wood Ave., Suite 500
Iselin NJ 08830-4112

Report Date: 5/16/2014
Report Number: 334202
Project: NJT-New Gretna
Project No.: 32

LEAD PAINT SAMPLE ANALYSIS SUMMARY

Lab No.	Client No.	Location / Description	Concentration Lead By Weight (%)
5316011	NG-01	Dk Green Paint L4; East	0.19
5316012	NG-02	Dk Green Paint L4; North	1.0
5316013	NG-03	Tan Paint L4; Inside	1.4
5316014	NG-04	Tan Paint L4; Inside	2.1
5316015	NG-05	Dk Green Paint L1; East	<0.0099

Accreditations: **NATIONAL LEAD LABORATORY ACCREDITATION PROGRAM (NLLAP)**
AIHA-LAP, LLC No. 100188 NYSDOH-ELAP No. 11021

Analytical Methods: ASTM D3335-85A "Standard Method To Test For Low Concentrations Of Lead In Paint By Atomic Absorption Spectrophotometry"
EPA SW846-(3050B:7000B) "Standard Method To Test For Low Concentrations Of Lead In Soils, Sludges and Sediments By AAS"

Comments: Regulatory limit is 0.5% lead by weight (EPA/HUD guidelines). Recommend multiple sampling for all samples less than regulatory limit for confirmation. All results are based on the samples as received at the lab. IATL assumes that appropriate sampling methods have been used and the data upon which these results are based have been accurately supplied by the client. Method Detection Limit (MDL) per EPA Method 40CFR Part 136 Apendix B. Reporting Limit (RL) based upon Lowest Standard Determined (LSD) in accordance with AIHA-ELLAP policies. LSD=0.2 ppm MDL=0.0044% by weight. RL= 0.010% by weight (based upon 100 mg sampled). * Insufficient sample provided to perform QC reanalysis (<200 mg) ** Not enough sample provided to analyze (<50 mg) *** Matrix / substrate interference possible. Sample results are not corrected for contamination by field or analytical blanks. This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA or any government agency. This report shall not be reproduced except in full, without written approval of the laboratory.

Date Received: 5/14/2014
Date Analyzed: 5/16/2014
Analyst: C. Shaffer

Approved By:
Frank E. Ehrenfeld, III
Laboratory Director

NEW JERSEY TURNPIKE AUTHORITY

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

INSTRUCTIONS TO BIDDERS - 2014

THIS DOCUMENT HAS BEEN RECENTLY REVISED

PLEASE READ THE INSTRUCTIONS CAREFULLY BEFORE SUBMITTING YOUR BID

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INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS
STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

a. "Authority" shall mean the New Jersey Turnpike Authority.

b. "Bidder" shall mean any potential vendor submitting a response to an RFB issued by the Authority.

c. "Contract" shall mean the RFB (including these Standard Terms and Conditions), the response thereto submitted by the bidder, and the Authority's Notice of Award.

d. "Director" shall mean the Director of Purchasing Department of the Authority.

e. "Vendor" shall mean the successful bidder who is awarded the contract at issue.

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

B. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE- Bidders must agree not to discriminate in employment and are required to comply with all applicable anti-discrimination laws, including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1, et seq., and N.J.S.A. 10:5-31, et seq., P.L. 1975, c. 127. The mandatory language required by P.L. 1975, c. 127, as set forth in Exhibit A, shall be deemed a material term of any and all contracts, purchase agreements, and purchase orders entered into by the Authority. Bidders must acknowledge their agreement with the terms set forth in Exhibit A by signing where indicated and returning the exhibit with the bid. In addition, Bidders must affirmatively demonstrate compliance with P.L. 1975, c. 127 by submitting with the bid the completed Affirmative Action Information Sheet, set forth in Exhibit B, and any required attachments.

C. STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM-Bidders who are corporations or partnerships must comply with P.L. 1977, c. 33, N.J.S.A. 52:25-24.2, by completing the Stockholder/Partnership Disclosure Form, set forth in Exhibit C, and submitting it with the bid. Failure to do so shall result in rejection of the bid.

D. POLITICAL CONTRIBUTIONS COMPLIANCE-To be eligible for an award, bidders must comply with the requirements of P.L. 2005, c. 51, N.J. S.A. 19:44A-20.13 et seq., and with the requirements of Executive Order 117 (Corzine). No award may be made to a bidder who has not complied with these laws regarding political contributions. A more detailed explanation of these requirements is set forth in Exhibit D.

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

Bidders are advised of their responsibility to file annual disclosure statements on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3, if they receive contracts in excess of $50,000 from any public entity in a calendar year. It is the bidder's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Bidders must include with their bid a statement acknowledging this requirement, on the form set forth in Exhibit E.
Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

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

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

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

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

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

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

J-1 DISCLOSURE OF INVESTMENT IN IRAN

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

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

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

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

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

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

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

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

III. BID PREPARATION

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

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

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

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

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

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

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

IV. BIDDER GUARANTEES

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

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

B. BID SURETY-Bidder shall submit with its bid proposal, fully executed by its bonding company and itself, either: (1) the standard form Authority Letter of Surety (attached hereto as Exhibit I), or (2) the standard form Authority Proposal Bond (attached hereto as Exhibit J), in the amount of 10% of its bid price. In lieu of the Letter of Surety or Proposal Bond, the bidder may elect to furnish with its bid proposal a Cashier's check in the amount of 10% of the bid price as a performance warranty deposit. This bid surety will be held by the Authority until award of the contract to insure compliance by the successful bidder with the terms and obligations of the bid including, but not limited to, delivery date.

C. CONTRACT BOND-The vendor shall, within ten (10) calendar days of receipt of the Notice of Award, furnish and deliver the Contract Bond on the standard form of the Authority, attached hereto as Exhibit K. The Contract Bond shall be in a sum of up to 100% of the total amount bid for the contract, as specified in the RFB, and shall be maintained by the vendor until final payment is made. In the event of insolvency of the Surety, the vendor shall forthwith furnish and maintain other Surety satisfactory to the Authority.

D. NON-COLLUSION-. The bidder's signature on its bid is its guarantee that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the referenced contract; and that all statements contained in the bid and any additional statements requested by the Authority are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained therein in awarding the contract.

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

V. INSURANCE AND INDEMNIFICATION

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

The type and minimum limits of insurance shall be:

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

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

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

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

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

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

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

4. **Certificate and Endorsement Requirements**
   Each of the above required policies shall contain the endorsements as stated below:

   (a) Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.

   (b) All policies, except Workers Wage and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority.

   (c) With respect to Commercial General Liability and Automobile Liability policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to the Authority."

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

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

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

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

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

VI. DELIVERY REQUIREMENTS

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

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

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

C. DELIVERY-Upon award of the contract:

1. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions stated in the RFB.

2. Deliveries may be set on a scheduled basis as arranged between the Authority and the vendor. It shall be the responsibility of the vendor to maintain an adequate supply stock.

3. The vendor will be responsible, at the point of delivery, for the delivery of material in such quality and condition as required by Paragraph IV.A. hereof and in accordance with good commercial practice.

4. Items delivered must be strictly in accordance with those bid upon.

5. As applicable, bidders must state in the space provided on the RFQ/bid solicitation documents the number of days required to make delivery after notification to ship.

6. In the event delivery is not made within the number of days stipulated, the Authority may purchase the required material from any available source. The difference in price, if any, will be paid by the vendor failing to meet its commitments.

VII. OTHER TERMS AND CONDITIONS

A. CONTRACT PERIOD- Except as otherwise stated in the RFB, the term of the contract shall be for one year, with the option to extend for two (2) one-year options, at the Authority's discretion, and with vendor's concurrence.

B. EXTENSION OPTION-If, in the opinion of the Director, it is in the best interest of the Authority to extend any contract beyond the original term, for a period of all or any part of a year, the vendor will be so notified of the Director's intent, prior to the expiration date of the existing contract. The Authority reserves the right to make up to two extensions of this contract for not more than one year each. If the extension is acceptable to the Authority at the original prices and on the original terms, notice will be given to the vendor by the Director in writing. If the original contract required a Contract Bond, a new Contract Bond must be submitted to cover the period of the extension. The same insurance requirements will be required for each extension period.

C. TERMINATION OF CONTRACT-The contract awarded may be terminated by the Authority at any time for inadequate or improper performance, or for breach of any terms, conditions, or obligations of the contract by the vendor, as determined by the Authority, or if the vendor shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy is filed against the vendor and the act of bankruptcy therein alleged is not denied by the vendor, or if denied, is found by a court or jury. Further, the Authority reserves the right to terminate any contract for any reason provided written notice has been given by the Director to the vendor at least thirty (30) days prior to such proposed termination date.

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

D. SCOPE-The total quantities of any contract are estimated. There is no guarantee of any minimum quantity. It is understood and agreed that contract prices shall cover the quantities actually required and ordered by the Authority during the term of the contract, whether more or less than the approximate quantity stated.

E. BIDDERS FACILITIES-The Authority reserves the right to inspect the bidder's establishment before making an award.

F. TESTING-The Authority reserves the right to have the material tested prior to the award and during the contract by an independent testing laboratory, to determine if the material meets the specifications of the RFB. If required for testing purposes, the low bidder shall submit a reasonable quantity of the product as samples. If these samples prove satisfactory, the contract shall be awarded. If they do not prove satisfactory, a test shall be made of the next low bidder's sample, until satisfactory products are found to meet requirements. Should the laboratory find that any shipment does not meet specifications, the Authority shall have the right to reject same.

G. INSPECTION- All work done and supplies furnished shall be subject to inspection, testing and rejection by the Authority, or its representatives, at all times and places, both during manufacture and at destination. After award of the contract, should the result of any test or inspections show that the material supplied fails to meet the requirements of the Authority, the material shall be rejected and immediately replaced by the vendor. Rejected supplies or materials will be returned at the vendor's risk, and all inspection, handling and transportation charges to and from the Authority's delivery site will be assumed by the vendor. The vendor shall bear any and all expenses resulting from delay caused by failure to meet test or inspection standards. Should the Authority for any reason decide to accept any shipment which fails to meet specifications, the Authority may make an appropriate price adjustment with regard to same.

H. AWARDS-Comparison of bids will be based on the total price stated in the bid and an award will be based on the total price, terms and delivery date given by the bidder. If the total price is found to have been incorrectly computed, discrepancies will be corrected by the Authority

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

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

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

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

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

M. INTERAGENCY COOPERATIVE PURCHASING-Pursuant to P.L. 1999, c. 440, vendors may receive inquiries by the entities listed below, with respect to extending this contract to them based upon the same prices, terms and conditions:

South Jersey Transportation Authority
New Jersey Sports & Exposition Authority
New Jersey Meadowlands Commission
New Jersey Water Supply Authority
Port Authority of New York & New Jersey
Delaware River Port Authority
Higher Education Student Assistance Authority

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

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

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

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

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

A. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.

C. The Contractor or Subcontractor will send to each labor union with which it has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

E. The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

F. The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. In conforming with the targeted employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

i. Letter of Federal Affirmative Action Plan Approval
ii. Certificate of Employee Information Report
iii. Employee Information Report Form AA302

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

Submitted by:

Firm Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
AFFIRMATIVE ACTION INFORMATION SHEET

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

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

   YES____ NO_____

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

(OR)

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

   YES____ NO_____

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

(OR)

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

   YES____ NO_____

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

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

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

Signed_____ Date Signed _____

Print Name and Title _____

Bidder's Company Name _____

Address_____

Telephone Number _____ Fax Number_____

OWNERSHIP DISCLOSURE FORM

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

BIDDER: _____

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

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

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

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

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

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

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

Company Name: _____

Address: _____

_____

FEIN/SSN#: _____

_____ **(Signature)**

PRINT OR TYPE: _____ **(Name)**

PRINT OR TYPE: _____ **(Title)**

Date _____

PB-ODF.1 R4/29/96

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

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

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

DEFINITIONS

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

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

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

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

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

EXHIBIT E

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

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

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

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

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

AUTHORIZED SIGNATURE:_____

Print Name and Title:_____

Bidder :_____

Date:_____

EXHIBIT F

SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

SBE CATEGORY 1	$0- $500,000	_____
SBE CATEGORY 2	$500,001 thru $5,000,000	_____
SBE CATEGORY 3	$5,000,001 thru $12,000,000	_____

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____

COMPANY_____

SIGNATURE _____

NAME_____

TITLE _____

DATE_____

EXHIBIT G

VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129

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

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

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

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

Contractor Name:_____

Address: _____

Country:_____

Subcontractor #1 Name:_____

Address: _____

Country:_____

Subcontractor #2 Name:_____

Address: _____

Country:_____

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

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

Signature:_____

Print Name:_____ Title: _____

EXHIBIT H

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY_____

SIGNATURE _____

NAME_____

TITLE _____

DATE_____

EXHIBIT I

LETTER OF SURETY

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

_____as PRINCIPAL: and

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

Signed, this_____day of_____A.D.

Two Thousand and_____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J

PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this_____day of_____A.D.

Two Thousand and_____.

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

NOW, THEREFORE,

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

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

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

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

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

_____

[Corporate Seal]

_____

WITNESS OR ATTEST

_____

_____

_____

Principal

_____

[Corporate Seal]

_____

WITNESS OR ATTEST:

_____

_____

_____

Surety

EXHIBIT J-1

Disclosure of Investment in Iran

Contract Number:_____
Bidder:_____

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

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

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

AND

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

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

Disclosure of Investment in Iran (Cont'd)

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

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

Name:_____ Relationship to Bidder:_____

Description of Activities:_____

__

_____

_____

Duration of Engagement:_____ Anticipated Cessation Date:_____

Bidder Contact Name:_____ Contact Phone Number:_____

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

Full Name (Print):_____ Signature:_____

Title:_____ Date: _____

EXHIBIT K

CONTRACT NO. _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

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

State of _____ and having a usual place of _____

_____ at _____as

Principal, and _____a

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

_____, as Surety, are holden and stand firmly

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

_____lawful money of the United States of America, to and for the

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

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

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

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

_____ which said contract is made part of this Bond the

same as though set forth herein.

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

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

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

this _____ day of _____ in the year 200_____.

_____

_____

WITNESS OR ATTEST: _____

_____ _____

PRINCIPAL

[CORPORATE SEAL]

_____

_____

WITNESS OR ATTEST: _____

_____ _____

SURETY

[CORPORATE SEAL]

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

Purchase Requisition #_____

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

_____
The Company (insert name of Company)

By: _____
(print and sign name)

_____
Title

_____
Date

$2MM WAIVER

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER:

BID TITLE:

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

Name of Company_____

Reason you did not respond (Check all that apply)

_____ Cannot supply product or service

_____ Cannot meet technical specifications

_____ Cannot meet delivery specifications

_____ Cannot meet legal requirements
(i.e. bid/performance/security/insurance, etc.)

_____ Cannot provide a competitive price at this time

_____ Interested in receiving specifications for informational purposes only.

_____ Insufficient lead time to respond

_____ Other : (please be specific)

Do you wish to remain on our mailing list?

_____Yes _____No

Additional comments: _____
_____
_____
_____

Signed : (optional)_____
Company:_____

SIGNATURE PAGE

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

☐ **CHECK BOX IF NO ADDENDA/INQUIRY ISSUED**

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

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

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

AUTHORIZED SIGNATURE:_____

Print Name and Title:_____

Bidding Entity:_____

Address:_____

City, State, Zip:_____

Telephone #: _____ Fax:_____