

**BID SOLICITATION NOTICE**

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

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

New Jersey Turnpike Administrative Offices  
P.O. Box 5042  
581 Main Street  
Woodbridge, New Jersey 07095-5042  
Tel. - 732-750-5300 Ext. 8640 Fax - 732-750-5399

TITLE: **ONLINE ACCIDENT REPORTING**

BID NO: **RM-112087**

DUE DATE: **1-5-14**

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  
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(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 must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:
  - (a) Bid Bond or Cashier’s Check for 10% of the amount Bid or a Letter of Surety
  - (b) Stockholder/Partnership Disclosure Statement
7. See the Authority’s Instruction to Bidders for a complete list of the Authority’s standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

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

- (a) State of New Jersey Division of Revenue Business Registration Certificate
  - (b) Certification of Registration with the Secretary of State (only if non-NJ corporation)
  - (c) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
  - (d) Public Works Contractor Registration Certificate(s) (if applicable)
  - (e) Affirmative Action Information Sheet with Certificate or Form AA302
  - (f) Signed Mandatory Equal Employment Opportunity Language
  - (g) SBE/WBE/MBE Certificates and Form
  - (h) Vendor Disclosure Form (EO129-Location of Services)
  - (i) Notice of Set-Off for State Tax (P.L. 1999, c 159)
  - (j) Automobile Insurance Liability Waiver
  - (k) Insurance Certificate
  - (l) Disclosure of Investment Activities in Iran
8. Bidder must sign Bid
  9. Three year Open Option Clause

## SECTION II

### **A. INTENTION**

1. Sealed Bids for RM-112087 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 services of **ONLINE ACCIDENT REPORTING.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “(2) two years with the option to extend for (2) two additional one-year term 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 [jparmigiani@turnpike.state.nj.us](mailto: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 based on the Highest Total Commission.

### **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) 0 % of contract amount.**

**REQUEST FOR QUOTATION**  
**MATERIAL AND SERVICE DESCRIPTION**

ITEM	ESTIMATE OF ACCIDENT REPORT REQUESTS RECEIVED ANNUALLY FOR BOTH ROADWAYS	UNIT OF MEAS.	DESCRIPTION	UNIT PRICE	TOTAL
1	20,000	Each	COMMISSION TO BE PAID TO THE AUTHORITY PER ACCIDENT REPORT	\$	\$

**BASIS OF AWARD: THE AUTHORITY WILL AWARD THIS CONTRACT BASED ON THE HIGHEST TOTAL COMMISSIONS QUOTED. BIDDER MUST MULTIPLY ESTIMATED QUANTITY (20,000) BY UNIT PRICE TO DETERMINE TOTAL COMMISSIONS TO THE AUTHORITY.**

The Authority is requesting the following information regarding the fee's that will be charged to the customers for the services listed below. This information is for internal purposes only, and will **NOT** be factored into the bid award.

**CHARGE PER ACCIDENT REPORT:** \$ \_\_\_\_\_

**PLUS**

**FEE PER LETTER SIZE PAGE:** \$ \_\_\_\_\_

**AND / OR**

**FEE PER LEGAL SIZE PAGE:** \$ \_\_\_\_\_

**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

## SPECIFICATIONS

1. The Services of **“ON LINE DISTRIBUTION OF ACCIDENT REPORTING”** (“**Accident Report Services**”). Accident Report Services is an online distribution of accident reports for those occurring within the Authority’s jurisdiction on the New Jersey Turnpike and the Garden State Parkway (Collectively, “Roadways”). The Authority is seeking to enter into an agreement with the awarded bidder (“vendor”) capable of providing an Internet-based application to manage and distribute Accident Report Services for the Roadways for a period of two years with the option to extend for two additional one-year terms at the Authority’s discretion and vendor’s concurrence. The Vendor shall furnish a revenue check to the Authority by the 1<sup>st</sup> of every month.
2. Over the past three years, the Authority has received approximately 20,000 accident requests and approximate revenue of \$170,000 for both Roadways. The Authority is not guaranteeing any minimum amount of requests or requiring any minimum revenue to the Authority.
3. The vendor will receive the accident information electronically from the Authority’s Operations Department. The vendor must send to the customer the accident information, **either electronically by email in “PDF” (portable document format) or “TIF” (tagged image file) format, or by U.S. mail in printed form.** Accident Reports are not available to the Authority from the New Jersey State Police for approximately 15 business days after the accident. Given this time frame, the vendor will promptly forward the Accident Report to the customer within 3 business days after vendors receipt from the Authority.
4. **The vendor’s Internet service must be secure and accessible from Internet Explorer 8 or higher or from Mozilla FireFox. (99% up line)**
5. The Authority seeks a user friendly website for its customers. Therefore the Vendor shall cooperate with the Authority to maximize ease of use and the protocol for resolving issues.
6. The customer must be able to pay for Accident Reports with a credit card, debit card and/or an electronic check from a secured encrypted site. The vendor shall secure all payment card data in compliance with the PCI Data Security Standard (PCI / DSS). If the customer does not have computer access, the request must be available to be completed by mail.
7. The vendor must have a toll free number for customers who have questions or concerns with either a live receptionist and/or a recorded instruction to the customer for leaving a voicemail inquiry. In addition the vendor’s Internet service shall provide for email inquiries and responses. **All inquiries shall be answered within 48 hours and customers shall be so advised at the time of their inquiry.**
8. The vendor’s service must allow the Authority to upload reports using a non-proprietary hardware in a commonly used format such as “PDF” (portable document format) or “TIF” (tagged image file). If any necessary equipment is required, it will be the sole responsibility of the vendor to supply the equipment, which must be compatible to the Authority’s equipment at no charge. The vendor shall accept at minimum the previous seven years of Accident Reports file transferred from the Authority.

9. By or before the 1<sup>st</sup> of every month, in addition to the revenue check being issued to the Authority, the vendor must generate at no cost to the Authority a detailed electronic report to the Authority's Operations Department. The report shall contain the following information for each Accident Report requested in the month being reported: customer's name, address, telephone number, email address, date of accident, date requested, date completed, and total charged to the customer. The Authority reserves the right to request any additional information or reports at no additional charge.
10. The vendor must implement its contractual services within 30 days of receipt of the Authority's Notice of Award. It is anticipated that the vendor will be able to cooperate with the current vendor to ease this implementation during the transition period.
11. The vendor may charge the customer for the services, but cannot charge the customer more **than \$5.00 per Accident Report, plus \$0.05 per mailed letter size page or smaller and \$0.07 per mailed legal size page or larger. However, no per page fee may be charged for documents sent to the customer electronically. For documents sent electronically, only the per Accident Report charge may be assessed. The vendor shall pay to the Authority a commission per Accident Report ordered by a customer.**
12. The Authority currently provides other state agencies, city and municipal governments with Accident Reports at no charge. **The vendor shall not be responsible for the provision of such services.**
13. The vendor must demonstrate its experience by providing 3 references on the following page, including location and contact information for the city, municipality or state agency for which the vendor is currently providing "Accident Report Services". The Authority will be requesting details about the services currently being provided.
14. The vendor must comply with New Jersey State Police case number (14 digit code) which appears on each of the New Jersey Turnpike and the Garden State Parkway Accident Reports.
15. Upon the expiration, rescission or termination of this contract, the vendor shall cooperate with the new vendor, if applicable, in order to ease the transition of the Authority's Accident Report Services.

**IF A BIDDER CANNOT COMPLY WITH ANY OF THE SPECIFICATIONS,  
THE BIDDER MUST LIST ALL EXCEPTIONS ON THE EXCEPTION PAGE OF  
ITS BID. EXCEPTIONS MAY CAUSE A BID TO BE REJECTED.**

## **REFERENCES**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ARE YOU A STATE AGENCY, COUNTY OR LOCAL MUNICIPALITY?**

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ARE YOU A STATE AGENCY, COUNTY OR LOCAL MUNICIPALITY?**

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**ARE YOU A STATE AGENCY, COUNTY OR LOCAL MUNICIPALITY?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**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-112087**

**PROPOSAL TITLE: ONLINE ACCIDENT REPORTING**

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: \_\_\_\_\_



**NEW JERSEY TURNPIKE AUTHORITY**

**DRAFT CONTRACT**

**ONLINE ACCIDENT REPORTING**

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 two (2) years 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

\_\_\_\_\_  
Sheri Ann Czajkowski  
Secretary to the Authority

BY \_\_\_\_\_  
Joseph W. Mrozek  
Executive Director

[Corporate Seal]

ATTEST:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name  
Title

BY \_\_\_\_\_  
Name  
Title

[Corporate Seal]