

REQUEST FOR BID NOTICE

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

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

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

REQUEST FOR BID

TITLE: **TREATED ROCK SALT – SUPPLEMENTAL SUPPLY CONTRACT**

BID NO: **RM-112494**

DUE DATE: **NOVEMBER 21, 2014**

TIME: **11:30 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

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

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

REQUEST FOR BID

TITLE: **TREATED ROCK SALT – SUPPLEMENTAL SUPPLY CONTRACT**

BID NO: **RM-112494**

DUE DATE: **NOVEMBER 21, 2014**

TIME: **11:30 AM**

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

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

Please Print

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO.

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER (SPECIFY): _____

SECTION I

A. INTRODUCTION

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

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

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

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request for Bids (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid. The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. 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
6. See the Authority’s Instruction to Bidders for a complete list of the Authority’s standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**ATTACHED**). **The following checked documents are required for this Bid. Failure to submit the required forms may result in the rejection of the Bid.**
 - (a) State of New Jersey Division of Revenue Business Registration Certificate
 - (b) Certification of Registration with the Secretary of State (only if non-NJ corporation)
 - (c) Acknowledgement of requirement for Disclosure of Political Contributions
 - (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
7. Bidder must sign the Bid

REQUEST FOR BIDS
THIS IS NOT AN ORDER

Sealed Proposals for Requisition RM-112494 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Proposals should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight / next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the prevailing date and time.

INTENTION

Bids are solicited for the establishment of a Price Agreement for the delivery of granular sodium chloride (Rock Salt) treated with liquid magnesium chloride and organic based performance enhancer (OBPE) in accordance with the enclosed **Contract Agreement and Specifications**, to the locations listed therein. The Term of this Agreement shall commence **from the date of Purchase Order through August 31, 2015**, unless earlier terminated as provided in the Specifications, with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. Please contact Richard Bava with any questions regarding this procurement contract at 732-750-5300 X 8636.

BID SHEET INSTRUCTIONS

Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Procurement and Materials Management in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Procurement and Materials Management. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Procurement and Materials Management as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of the Addendum the content of the Addendum shall become part of the Bid Documents. **Request for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.**

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

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

All erasures, interpolations or other physical changes on the Proposal form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisions to their Proposal, except in cases where "Exceptions" are permitted.

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

Bidders are requested to complete the table as per the instructions below. Details of the mile markers and exact location of each District can be found in Exhibit A.

All quantities of material listed on the bid sheets **are estimates**. 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. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

Instructions:

Bidders shall complete the tables for the locations they wish to bid on. To complete the tables, enter the Unit Price (Per Ton) for Regular Delivery in column (B) for delivery to that location of Rock Salt that meets the specifications. **Bidders must enter a Unit Price for all locations in column (B).** Once column (B) is complete, multiply the Estimated Requirement in column (A) by the Unit Price in column (B) and put the result in column (C) to get the Extended Price for Regular Delivery. **Bidders are also requested to submit unit prices that provide for the Authority or its authorized agent to pick up material at the vendor's distribution facility.**

BID SHEET EXAMPLE

Turnpike Division –

| District | Estimated Salt Rqmt. (Tons) – Regular Delivery (A) | Delivery Location Unit Price (\$ Per Ton) – Regular Delivery (B) | Delivery Location Extended Price – Regular Delivery (C) = (A) x (B) |
|-----------------|---|---|--|
| 1 | 2950 | \$25 | \$73,750 |
| 2 | 3400 | \$26 | \$88,400 |
| 3 | 3700 | \$27 | \$99,900 |

Contract(s) will be awarded to the lowest responsible bidder with the lowest Total Extended Price for each individual district.

BID SHEETS

New Jersey Turnpike Locations

| District | Milepost | Estimated Salt Rqmt. (Tons) – Regular Delivery (A) | Delivery Location Unit Price (\$ Per Ton) (B) | Delivery Location Extended Price – Regular Delivery (C) = (A) x (B) |
|----------------------|-----------------|---|--|--|
| Interchange 1 | 2.2 | 1,500 | \$ | |
| TMD1 | 13.1 | 3,000 | \$ | |
| TMD2 | 37.2 | 6,000 | \$ | |

Garden State Parkway Locations

| District | Milepost | Estimated Salt Rqmt. (Tons) – Regular Delivery (A) | Delivery Location Unit Price (\$ Per Ton) (B) | Delivery Location Extended Price – Regular Delivery (C) = (A) x (B) |
|------------------|-----------------|---|--|--|
| PMD2 | 41 SB | 4,000 | \$ | |
| Great Egg | 27.1 SB | 500 | \$ | |
| PMD1 | 13.8 SB | 5,000 | \$ | |

Name of Bidder

The Contract(s) will be awarded to the lowest responsible bidder with the lowest Total Extended Amount per each individual district.

Material Pick-Up Pricing: Bidders shall submit unit prices that provide for the Authority or its authorized agent to pick up material at the vendor's distribution facility

| | |
|-----------------------------------|-----------|
| Pick-up price, per ton | \$ |
|-----------------------------------|-----------|

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

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

NEW JERSEY TURNPIKE AUTHORITY

AUTHORIZED SIGNATURE

Name of Company and / Authorized Signature of Bidder

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-112494

BID TITLE: TREATED ROCK SALT – SUPPLEMENTAL SUPPLY CONTRACT

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: _____

Date: # _____

NEW JERSEY TURNPIKE AUTHORITY

**DRAFT AGREEMENT
GRANULAR SODIUM CHLORIDE TREATED
WITH LIQUID MAGNESIUM CHLORIDE
AND ORGANIC BASED PERFORMANCE ENHANCER (OBPE)
PER SPECIFICATION**

CONTRACT NO(S): _____

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

a corporation of the State of _____, having principal offices located at _____ (the "Contractor").

WITNESSETH, that the Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment and insurance to supply Treated Rock Salt for the New Jersey Turnpike and the Garden State Parkway, in strict conformance with the Specifications attached hereto and made a part hereof.

The Term of this Agreement shall commence **from the date of Purchase Order through August 31, 2015**, unless earlier terminated as provided in the Specifications, with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence.

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of his subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, employees and subcontractors; or of the Authority, its officers, employees and agents, ore of third persons, or through any improper or defective machinery, implements or appliances used in the Project; and he shall further defend, it so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions,

proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in or about the Project or by, or on account of, any claims or amount recovered for any infringement or trademark or copyright. So much money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination or rescission of this Contract.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the services as hereinafter defined, payments for the actual quantity of authorized work performed, to be made in accordance with the Specifications, entitled Quantity and Payment, and the attached rate schedule.

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Assistant Secretary

BY _____
Joseph Mrozek
Executive Director

[Corporate Seal]

ATTEST:

NAME
Title

BY _____
NAME
Title

[Corporate Seal]

Contract and Material Specifications

A. Purpose and Intent

It is the purpose of the New Jersey Turnpike Authority (the “Authority”) to bid for approximately 20,000 tons of granular sodium chloride (Rock Salt) treated with liquid magnesium chloride and organic based performance enhancer (OBPE) per specifications for the New Jersey Turnpike (the “Turnpike”) and the Garden State Parkway (the “Parkway”) locations along the Southern end of the roadways. .

The intent of the Authority is to award contract(s) to the responsible bidder(s) whose bids, conforming to this RFB, is/are most advantageous to the Authority. The intent is to select Contractor(s) to deliver Premixed Rock Salt per specifications to specific Maintenance Locations. These locations (districts) are represented in the pricing tables in the RFB and in Exhibit A (attached).

The intended use of this product would be to treat roadways for snow and ice control.

Any product the Contractor will supply the Authority must meet current OSHA standards.

B. Pricing Description and Requirements

1. Pricing Description and Basis for Award

The Authority will award the Contract(s) based on the lowest responsible bid price received within each of the six delivery locations. Therefore, it is possible to award up to six (6) separate contracts. **Bidders are required to bid each line item per area.** The Authority reserves the right to select different Contractors for each delivery location. The delivery locations are shown in Exhibit A.

2. Pricing

Bidders shall state their prices for Premixed Rock Salt on the attached “Request for Quotation”. Bidders shall specify a **unit price for each location**. The pricing for each location should be entered in the corresponding pricing column. Please note that a requirement of Regular Delivery is 3 days from the date of request. Price increases in extension option years, if any, shall be capped by the consumer price index.

3. Pricing Descriptions

The contractor shall provide Rock Salt in accordance with the attached specifications in Section E. Contractors will provide pricing based on the format within the Authority “Bid Sheet”. The Bid Sheets should be completed and returned with the submission of the bid package.

C. Delivery Description and Requirements

1. Delivery Locations

Each delivery location has a salt storage facility located on the premises for use in snow/ice removal. The delivery locations and mile marker locations are detailed in Exhibit A.

2. Minimum Order

There is a minimum order of 100 tons per individual location.

3. Order Placement

All orders will be placed by e-mail or phone call. The official order date shall be the date of the e-mail or phone call if received by the Contractor before 2:00 p.m. (all order times reflect Contractors' time) and the next day if received by the Contractor after 2:00 p.m. The Contractor shall phone back or e-mail the Maintenance department employee who placed the order a confirmation of receipt and an estimate of the order shipment date within 2 business hours. Business hours will be defined as Monday through Friday, 8:00 AM to 4:00 PM. The Contractor will also need to provide 24 hour access to a contact person of the Contractor, either via cell phone or another method approved by the Turnpike Authority. This contact line must be available during after business hours, weekends, and holidays, from October 15 through April 30 of the contract term.

4. Deliveries

Delivery shall be made in accordance with instructions on e-mailed or telephone order releases from the Authority designated representative. If there is a discrepancy between the order release and what is listed on the contract, it is the **Contractor's obligation** to seek clarification from the ordering agency and, if applicable, from the Authority's Procurement and Materials Management Department.

Multiple orders placed for the same delivery location will be viewed as a single order still subject to the overall 100 tons per day minimum delivery.

Product shall be shipped in bulk delivery. All shipments of product shall be totally covered with a waterproof tarpaulin or similar sheeting material. Torn or ripped coverings may be cause for rejection of shipment. Also, evidence of free flowing water/brine in particular shipments may be cause for rejection. Product shall be received in a free-flowing and usable condition. All shipments of salt shall be accompanied by a weight ticket of a licensed weigh master indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. The certification must bear the weigh master's signature; weights shall be recorded from a scale equipped with a weight printing device. Handwritten weights are not acceptable.

5. Material Suitability and Liability

Any loads found to be contaminated may be subject to rejection with all related cleanup and/or replacement costs to be borne by the contractor.

Deviation from specifications may result in rejection of any delivery. All costs associated with rejected deliveries will be the responsibility of the contractor. Should a product be found to be contaminated (after application), with non-specified elements, and become cause for environmental concerns, that necessitate clean-up of yards, storage facilities, or roadsides, etc., the contractor shall be responsible for any, and all expenses incurred.

6. Delivery Time Requirements

Regular deliveries shall be made during normal working hours (Monday through Friday between the hours of 8:00 A.M. and 3:00 P.M. for Turnpike locations and Monday through Friday between the hours of 7:30 A.M. and 2:00 P.M. for Parkway locations.), unless otherwise requested or agreed to by the Authority employee who requested the material.

The contractor's trucks shall be responsible for all tolls incurred during the delivery of product. Any entrance and exit from the same interchange will constitute and illegal U-turn, and will result in the highest possible tariff being charged.

a) Regular Delivery:

Delivery shall be made on or within three (3) calendar days or less on all orders received by the contractor during the time of October 15 to April 30 and 15 calendar days or less on orders placed during other months. Delivery will be allowed during the weekend and holidays only if the ordering agency deems it necessary. No additional remuneration will be made for a Saturday, Sunday, or Holiday delivery.

In the event the bidder fails to deliver within the required number of calendar days, **10% reduction off the bid price per day will be assessed for each day of delay, starting on day 4 in the winter season or day 16 in the summer season, and continuing until delivery is made.** The late delivery fee assessment will be deducted from the payment of the invoice for the specific load of product not delivered according to the terms of this agreement. Late deliveries may result in contract termination.

b) Pick-up Pricing:

Bidders are requested to bid a price for the Authority or an authorized agent to pick-up materials at the Vendor's distribution facility(s). The Vendor shall make accommodations that will enable the Authority or its authorized agent to pick up material.

7. Delivery and Documentation

Each bid shall be accompanied by a current MSDS sheet. This stipulation is extremely important, and **MSDS sheets for all products offered in the bidding process must be attached to the bid.**

8. Bill of Lading

The bill of lading for each shipment must contain the following information.

1. Name of product.
2. Supplier and manufacturer of product.
3. Delivery Destination and Authority Division (Turnpike or Parkway)
4. Total number of tons being delivered.
5. Total weight of delivery using a certified scale ticket. The Authority may at any time choose to spot check a delivery of product by having the load weighed on certified scales before and after delivery to insure the accuracy of the flow meter. No additional cost will be charged to the Authority for spot-checking deliveries of products.

9. Invoice Processing

Payments cannot be processed by Authority facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

While it is permissible to have one invoice for multiple deliveries for a roadway division in a billing cycle, the bill must be for one roadway division only. No single invoices containing deliveries for both the Parkway and Turnpike divisions will be paid. Invoices must be sent to the correct roadway division.

The Authority will not process invoices for payment until the contractor has met all requirements under this section. All invoices shall include the following:

1. A copy of the original bill of lading, signed by the Turnpike or Parkway representative and the driver.
2. Contract unit of measure.
3. Total number of units delivered.
4. Delivery location (and Authority Division (Turnpike or Parkway))
5. Contract unit price for product delivered.
6. Total price for units delivered.

10. Report of Contract Purchases:

The Contractor(s) shall furnish report of purchases made from the contract every month from the months of October to April during the contract period.

The reports shall be in the following format:

| Contractor Name | Division | Delivery Location | Material Type | Regular Delivery | Date Delivered | Amount Delivered | \$ Per Ton | Total \$ Cost |
|-----------------|----------|-------------------|------------------|------------------|----------------|------------------|------------|---------------|
| ABC | Turnpike | District 4A | Rock Salt w/obpe | Regular | 12/01/14 | 400 | \$30 | \$1,200 |

The report is to be submitted to the Maintenance Manager. These reports shall reference the commodity, group number, the Contract Award number, contract number, sales period and Contractor's name. Failure to submit the required report may be cause for disqualification of contractor for future contracts and/or delays in paying invoices.

D Other Contract Conditions

1. Contract Period and Renewals

The contract prices shall remain firm for **one (1)** year. Should the Authority exercise its option to extend the contract for additional years, the rate may be adjusted, upon request, by any increase in the average Consumer Price Index for the combined New York City /Northern New Jersey and Philadelphia/ Wilmington/ Southern New Jersey metropolitan areas.

The benchmark for the calculation purposes shall be the difference in the CPI from May 2013 to April 2014 and May 2012 to April 2013. The contract prices shall remain firm for one (1) year. Note: however, the maximum increase permitted for any optional year shall be five percent (5%).

Note also that should the average CPI decrease between April 2013 and April 2014, etc., the Contractor's rate shall remain the same as for the option year(s) of the contract, i.e., there will be no decrease.

2. Dispute Resolution Policy

It is the policy of the Authority to provide contractors with an opportunity to administratively resolve disputes, complaints or inquiries related to the Authority bid solicitations or contract awards. The Authority encourages contractors to seek resolution of disputes through consultation with the Authority Purchasing Department. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

3. Short Term Extension

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the Authority, may be extended unilaterally by the Authority for an

additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

MATERIAL SPECIFICATIONS

TREATED ROCK SALT FOR USE ON NEW JERSEY TURNPIKE AUTHORITY ROADWAYS AND BRIDGES

GRANULAR SODIUM CHLORIDE TREATED WITH LIQUID MAGNESIUM CHLORIDE AND ORGANIC BASED PERFORMANCE ENHANCER (OBPE)

Intent:

It is the intent of this specification to describe a mixture of Sodium Chloride Type “A” crushed rock salt treated with Liquid Magnesium Chloride and OBPE or New Jersey Turnpike Authority approved equivalent. The liquid treatment is intended to enhance the performance of the regular rock salt over untreated salt by reducing corrosiveness, improving low temperature performance, reducing bounce and scatter, preventing clumping, salt pile freezing and enhancing flow ability. The treated salt is handled, spread and stored by using the same equipment that is used for untreated salt. The intended use of the treated salt is to facilitate snow and ice prevention and removal on New Jersey Turnpike and Garden State Parkway roadways, bridges parking lots and sidewalks.

Description:

The finished product shall be composed of two primary constituents:

- 1) Crushed rock salt as described and specified in Section A below.
- 2) Liquid magnesium chloride and liquid organic based performance enhancer (OBPE) as described in Section B below.

The two components shall be mixed to produce a finished product as described in Section C. The final product shall meet all the requirements described in Section D and E.

Section A Sodium Chloride Type “A” Crushed Rock Salt Specifications

The crushed rock salt used in the preparation of the final product shall meet the following requirements.

A.1 CONTAMINATION

Upon inspection, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt.

A.2 CHEMICAL COMPOSITION

The rock salt shall be not less than 95% Sodium Chloride. Percent of Sodium Chloride shall be determined in accordance with current ASTM-D-632.

A.3 SIZE GRADING

The rock salt, when tested using sieves as described in ASTM-C-136 (*) shall conform to the following requirements for particle size distribution:

| <u>Sieve Size</u> | <u>Percent Passing (**)</u> |
|------------------------|-----------------------------|
| 1/2" - (12.5 MM) | 100 |
| 3/8" - (9.5 MM) | 95 - 100 |
| No. 4 - (4.75 MM) | 20 - 90 |
| No. 8 - (2.36 MM) | 10 - 60 |
| No. 30 - (600 Microns) | 0 - 15 |

* - A drying temperature of 110°C ± 5°C should be used.

** - Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

A.4 MOISTURE CONTENT

Moisture content of the rock salt shall not exceed 1-1/2%* when determined as follows:

$$\% \text{ Moisture} = (W_1 - W_2) / (W_1) \times 100$$

where: W₁ = Initial weight of sample

W₂ = Weight of sample after drying to a constant weight at 110°C ± 5°C.

* Procedure shall be in accordance with American Water Works Association B200-88, Section 4.3. A tolerance of 0.5% will be allowed before a non-complying product -moisture - price deduction is assessed.

A.5 SAMPLING

Sampling shall be done in accordance with current ASTM-D632. The New Jersey Turnpike Authority, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point.

A.6 ACCEPTANCE

The rock salt may be rejected if it fails to conform to any of the requirements of this specification.

A.7 NON-COMPLYING PRODUCT- PRICE DEDUCTIONS

A.7.1 Non-Complying Product - Price Deduction - Moisture

If the moisture content of the rock salt is found to be above 2.0 %, a deduction for moisture content will be made from the delivered bid price based on the following formula:

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price/Ton} \times (1.02 - 2X)$$

Where: X = Moisture content of the sample (expressed as the decimal equivalent of the percentage of the moisture content to the nearest 1%)

A.7.2 Non-Complying Product - Price Deduction - Gradation (Particle Size Distribution)

If, after delivery, the gradation of the rock salt is found to be out of tolerance, a deduction from the price shall be made based on the following formula:

$$\text{Reduced Price/Ton} = \text{Delivered Contract Price} \times (1.00 - Y)$$

where: Y = the decimal equivalent of the total percentage of the sample out of gradation. The percentage out of tolerance, for the sample, for each sieve shall be to the nearest 1%. The sum, as described in section A.3, of the individual sieve tolerance deviations shall be used as Y.

A.7.3 General

A non-complying product - price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers salt found to be above 2% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

A.8 CALCULATIONS

Calculations performed relative to this specification shall be made using the rounding off method of "ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values".

Section B
Liquid Magnesium Chloride and OBPE

BIDDER SHALL SUPPLY BRAND NAME AND MANUFACTURER'S NAME OF THE LIQUID MAGNESIUM CHLORIDE AND OBPE THEY PROPOSE TO SUPPLY:

BRAND

NAME = _____

MANUFACTURED BY

Material used for this component of the finished product shall be a 1 to 1 blend of liquid magnesium chloride and liquid OBPE sufficient to allow the finished material to meet the specific requirements and performance criteria listed below.

Note: Sections B1 and B2 apply only to products offered that **do not** have a Beneficial Use Determination (BUD) from New Jersey Department of Environmental Protection. **HOWEVER, ALL PRODUCTS MUST CONTAIN 250 PPM OR LESS PHOSPHORUS WITH OR WITHOUT BENEFICIAL USE DETERMINATION, NO DILUTIONS ALLOWED PRIOR TO PHOSPHORUS TESTING.**

B.1 Bids shall not be accepted on any product that contains constituents in excess of the following established total concentration limits. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. The New Jersey Turnpike Authority reserves the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the Authority.

| | | | |
|------------|------------|----------|------------|
| Phosphorus | 250.00 ppm | Chromium | 1.00 ppm |
| Cyanide | 0.20 ppm | Cadmium | 0.20 ppm |
| Arsenic | 5.00 ppm | Barium | 100.00 ppm |
| Copper | 4.00 ppm | Selenium | 5.00 ppm |
| Lead | 1.00 ppm | Zinc | 10.00 ppm |
| Mercury | 0.05 ppm | | |

B.2 pH - The pH of submitted liquid chemical product shall be 6-8. The pH limit of liquid chemical product may be waived by the New Jersey Turnpike Authority. The right to waive the pH will be at the discretion of the New Jersey

Turnpike Authority. The New Jersey Turnpike Authority's decision to waive the pH requirement shall be in the best interest of the Authority and shall be final.

B.3 Material shall contain 15% $MgCl_2$ by weight plus or minus 2%

B.4 Material shall contain 21% plus or minus 2% OBPE or equivalent to produce a final material having a eutectic (freezing) point of $-20^{\circ}F$ or lower.

B.5 A table showing Freezing Point-Specific Gravity for various percentage dilutions of product in water shall be provided. Table shall include data starting from at least 5% product in water and continue to include the percentage product in water to produce the eutectic (lowest freezing point) composition.

B.6 A 3% solution of the corrosion inhibited chemical product shall have a corrosion value of at least 70% less than that of a 3% solution of Sodium Chloride. (Determined by NACE (National Association of Corrosion Engineers) - Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters).

B.7 This chemical product shall not contain greater than 4.0% Total Settleable Solids and shall have ninety nine percent (99.0%) of the Solids Passing through a Number 10 sieve after being stored at $-17.8^{\circ}C \pm 1^{\circ}C$ ($0^{\circ}F \pm 2^{\circ}F$) for 168 hours.

B.8 An independent certified analysis showing compliance with all the above requirements must be submitted with the bid along with an intended use statement for the product. Exceptions to the requirements must be stated and the New Jersey Turnpike Authority reserves the right to reject the product.

B.9 The bidder must submit a material safety data sheet (MSDS) for the product.

B.10 The bidder must submit a material safety data sheet (MSDS) for the product.

Section C

Mixing the Sodium Chloride and Magnesium Chloride/OBPE

The materials described in Section A and Section B above shall be mixed as described in this section to produce the finished product. Mixing procedures shall comply with all requirements described in this section.

C.1 The New Jersey Turnpike, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point before the salt is mixed with the Liquid Magnesium Chloride and OBPE. Both salt and liquid samples may be taken.

C.2 The contractor will thoroughly mix a minimum of 8 gallons of Liquid Magnesium Chloride and OBPE per ton of salt.

C.3 The contractor will ensure a consistent thorough mix (e.g. spray system, pug mill, conveyor) so that there is maximum coverage of the liquid on the salt crystals. Loader mixing and stockpile injection methods are not acceptable. The contractor must specify the mix method in the bid.

C.4 Trucks hauling the product must be weighed on certified scale with printout after loading the final product (salt and liquid mixture) and prior to arriving at the delivery destination. The weight ticket shall include the net weight of the final product and the stockpile source. The certification must bear the weighmaster's signature. Handwritten weights shall not be acceptable.

C.5 All shipments of finished product shall be accompanied by a ticket indicating the amount of Liquid Magnesium Chloride and OBPE mixed in the finished product. This amount will be indicated on the ticket by gallons.

C.6 The finished product shall be shipped via bulk delivery. Trucks delivering the product shall have the entire cargo area completely covered by a waterproof tarpaulin or similar sheeting material. Torn or ripped covers may be cause for rejection of the shipment.

C.7 The New Jersey Turnpike Authority reserves the right to, at any time, inspect the operation to take salt and liquid product samples, to ensure that the proper amount of liquid product is being applied and that the mix method is appropriate.

Section D

Final Product: Rock Salt treated with Liquid Magnesium Chloride and OBPE

The Treated Salt shall meet the following requirements:

D.1 CONTAMINATION

Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt.

D.2 FLOWABILITY

Properly stored product (covered or inside storage) shall be uniform and free flowing in a manner consistent with its intended use and shall show no objectionable clumping or caking.

D.3 LEACHING

Properly stored product (covered or inside storage) shall show no indication of objectionable leaching or separation of components to the extent that such condition produces adverse effects in the handling or usage of the product or routine maintenance of the storage facility.

D.4 CHEMICAL COMPOSITION

Shall be not less than 91.2% Sodium Chloride. Percent of Sodium Chloride shall be determined as follows: Apparent total percent Sodium Chloride content shall be determined in accordance with current ASTM-D-632. Magnesium and Calcium content shall be determined in accordance with ASTM E-534 and computed as percent Magnesium Chloride and percent Calcium Chloride respectively. Percent Sodium Chloride shall then be computed as follows:

$$\% \text{ Sodium Chloride} = \% \text{ Apparent Sodium Chloride} - (\% \text{ Magnesium Chloride} + \% \text{ Calcium Chloride})$$

D.5 SIZE GRADING

The salt, when tested using sieves as described in ASTM-C-136 (*) shall conform to the following requirements for particle size distribution:

| <u>Sieve Size</u> | <u>Percent Passing (**)</u> |
|------------------------|-----------------------------|
| 1/2" - (12.5 MM) | 100 |
| 3/8" - (9.5 MM) | 95 - 100 |
| No. 4 - (4.75 MM) | 20 - 90 |
| No. 8 - (2.36 MM) | 10 - 60 |
| No. 30 - (600 Microns) | 0 - 15 |

* - A drying temperature of $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$ should be used.

** - Tolerance of 5 percentage points on the maximum value of the range for each sieve except 1/2" (12.5 mm) and 3/8" (9.5 mm) sizes, on which no tolerance will be allowed.

D.6 MOISTURE CONTENT

Moisture content shall not exceed 4.8% when determined as follows:

$$\% \text{ Moisture} = (W_1 - W_2) / (W_1) \times 100$$

where: W_1 = Initial weight of sample

W_2 = Weight of sample after drying to a constant weight at $110^{\circ}\text{C} \pm 5^{\circ}\text{C}$.

NOTE: Procedure shall be in accordance with American Water Works Association B200-88, Section 4.3. A tolerance of 0.5% will be allowed before a non-complying product - moisture - price deduction is assessed.

D.7 SAMPLING

Sampling shall be done in accordance with current ASTM-D632. The New Jersey Turnpike Authority, or any of its authorized representatives, reserves the right to take samples from the contractor's stockpile or transfer point.

D.8 ACCEPTANCE

The treated salt may be rejected if it fails to conform to any of the requirements of this specification.

D.9 NON-COMPLYING PRODUCT - PRICE DEDUCTIONS

D.9.1 Non-Complying Product - Price Deduction - Moisture

If the moisture content of the treated salt is found to be above 5.3%, a deduction for moisture content will be made from the delivered bid price based on the following formula:

Reduced Price / Ton = Delivered Contract Price/Ton x (1.106 - 2x)
where: X = Moisture content of the sample (expressed as the decimal equivalent of the percentage of the moisture content to the nearest 1%)

D.9.2 Non-Complying Product - Price Deduction - Gradation (Particulate Size Distribution)

If, after delivery, the gradation of the treated salt is found to be out of tolerance, a deduction from the price shall be made based on the following formula:

Reduced Price/Ton = Delivered Contract Price x (1.00 - Y) where:
Y = the decimal equivalent of the total percentage of the sample out of gradation. The percentage out of tolerance for each sieve shall be to the nearest 1%. The total of the individual sieve tolerance deviations shall be used as Y.

D.9.3 General

A non-complying product - price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the contractor consistently delivers salt found to be above 2% moisture content or consistently not conforming to the gradation requirements, the contract shall be subject to cancellation either in whole or in parts.

D.10 CALCULATIONS

Calculations performed relative to this specification shall be made using the rounding off method of "ASTM Recommended Practice E-29 for Designating Significant Places in Specified Limiting Values".

D.11 Corrosion rating of treated salt

A 3% solution of the treated salt product shall have a corrosion value of at least 50% less than that of a 3% solution of Sodium Chloride. (Determined by NACE (National Association of Corrosion Engineers) - Standard TM-01-69 as modified by PNS (Pacific Northwest Snowfighters)).

SECTION E:

Performance and Reliability:

It is the intent of the New Jersey Turnpike Authority and is in the best interests of Authority patrons, to operate and maintain the safest facility possible, especially during winter storms. The New Jersey Turnpike Authority must be assured that the OBPE must be safe for use on Authority facilities. Therefore the product must meet the performance and reliability specifications listed below:

- E.1 The product must have a five year history of satisfactory use on a facility similar to the New Jersey Turnpike Authority. A similar facility is defined as:

A HIGH SPEED, HIGH VOLUME LIMITED ACCESS ROADWAY LOCATED IN THE NORTH EAST, NORTH CENTRAL OR NORTH WEST UNITED STATES.

- E.2 A product must be evaluated by the Authority for a minimum of one winter season. The evaluation will be performed by the following method:

A 1000 ton sample of the product will be acquired by the New Jersey Turnpike Authority for use in a controlled field test. The New Jersey Turnpike Authority will evaluate the product by observing how it performs on Turnpike facilities during various types of winter storms and roadway conditions. The controlled field test will be a minimum of one winter season long in duration. The product will be evaluated for compliance with section E upon completion of the winter season test. A product receiving a successful evaluation will be considered to be in compliance with section E. The New Jersey Turnpike reserves the right, in its sole discretion, to determine how many products it can feasibly test in one winter season.

Vendors submitting bids for alternate products shall complete the exception page.

Section F:

Training

- F.1 The successful bidder will be required to provide training to New Jersey Turnpike Authority personnel, **at no additional cost to the Authority.** The purpose of the training is to ensure the proper use and application of the product. Training shall take place at multiple sites, as designated by the Authority. It is anticipated that training will take place at the Authority's maintenance districts. Acceptable training is considered to be classroom training including videotape review and discussion and the use and discussion of product literature and hand-outs. The bidder is requested to specify the type and extent (number of hours) the training. The training information provided by bidders **will not** be used to evaluate bids.

**NEW JERSEY TURNPIKE AUTHORITY
EXPERIENCE QUALIFICATION QUESTIONNAIRE**

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

Name of Firm _____

Business Address _____ Phone # _____

Name of Individual Signing Bid (Please Print) _____

The product being bid shall have a five year history of satisfactory use on at least one (1) freeway facility similar to the New Jersey Turnpike Authority as identified in Section E1 Please note this history by providing the following reference(s):

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

Agency's Name: _____

Address _____

Contact Individual: _____ Phone # _____

PLEASE RETURN THIS FORM WITH YOUR BID SUBMISSION

EXHIBIT A

| Division | District | Milepost | Address | City | State | Zip Code |
|----------|---------------|----------|------------------|------------|-------|----------|
| Turnpike | Interchange 1 | 2.2 | | Deepwater | NJ | 08203 |
| Turnpike | TMD1 | 13.1 | | Swedesboro | NJ | 08085 |
| Turnpike | TMD2 | 37.2 | | Moorestown | NJ | 08057 |
| Parkway | PMD2 | 41 SB | Route 2 | Absecon | NJ | 08201 |
| Parkway | Great Egg | 27.1 SB | | Great Egg | NJ | 08223 |
| Parkway | PMD1 | 13.8 SB | 110 Avalon Blvd. | Swainton | NJ | 08210 |

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

PLEASE READ THE INSTRUCTIONS CAREFULLY
BEFORE SUBMITTING YOUR BID

TABLE OF CONTENTS

| Section No. | | Page: |
|-------------|---|-----------|
| I | Definitions | 3 |
| II | State Laws Requiring Mandatory Compliance By All Bidders | 3 |
| | A. Division of Revenue Registration | 3 |
| | B. Equal Employment Opportunity Compliance | 4 |
| | C. Stockholder/Partnership Disclosure Form | 4 |
| | D. Political Contributions Compliance | 4 |
| | E. Prevailing Wage Act | 4 |
| | F. Public Works Contractor Registration Act | 5 |
| | G. Foreign Corporation | 5 |
| | H. Small Business Enterprises | 5 |
| | I. Code of Ethics | 5 |
| | J. Vendor location Disclosure | 6 |
| | J-1 Disclosure of Investment Activities in Iran | 6 |
| | K. Set-Off for Outstanding Tax Liability | 6 |
| | L. MSDS Requirements | 6 |
| | M. Labeling Requirements | 6 |
| | N. VOC Requirements | 6 |
| | O. Compliance with State and Federal Laws | 6 |
| | P. Safety & Health Requirements | 7 |
| | Q. Choice of Law | 7 |
| III | Bid Preparation | |
| | A. Bid Submission | 8 |
| | B. Corrections | 8 |
| | C. Bid Prices | 8 |
| | D. Payment Term | 8 |
| | E. Alternates | 8 |
| IV | Bidder Guarantees | |
| | A. Warranty | 9 |
| | B. Bid Security | 9 |
| | C. Contract Bond | 9 |
| | D. Non-Collusion | 9 |
| V | Insurance and Indemnification | |
| | A. Insurance | 10 |
| | B. Indemnification | 12 |
| | C. Patent Indemnification | 12 |

| | | |
|------------|--|----|
| VI | Delivery Requirements | |
| | A. Delivery Date | 12 |
| | B. F.O.B. | 12 |
| | C. Delivery | 13 |
| | | |
| VII | Other Terms and Conditions | |
| | A. Contract Period | 13 |
| | B. Extension Option | 13 |
| | C. Termination of Contract | 13 |
| | D. Scope | 14 |
| | E. Bidders Facilities | 14 |
| | F. Testing | 14 |
| | G. Inspection | 14 |
| | H. Awards | 14 |
| | I. Notice To Vendors and Authority Departments | 15 |
| | J. Right To Audit | 15 |
| | K. Taxes | 15 |
| | L. Transfer of Business | 15 |
| | M. Interagency Cooperative Purchasing | 15 |
| | N. Contract Changes | 15 |
| | O. Subcontracting or Assignment | 16 |
| | P. Rejection of Bids | 16 |
| | | |
| | EXHIBITS | |
| | A. Mandatory Equal Employment Opportunity Language | 17 |
| | B. Affirmative Action Information Sheet | 19 |
| | C. Stockholder/Partnership Disclosure Statement | 20 |
| | D. State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117 | 21 |
| | E. NJ Election Law Enforcement Commission Requirement For Disclosure of Political Contributions | 24 |
| | F. Small/Minority/Woman Owned Business Enterprise | 25 |
| | G. Vendor Disclosure Form EO 129 | 26 |
| | G-1 Iran Disclosure | 27 |
| | H. Notice to All Bidders Set-Off for State Tax | 29 |
| | I. Letter of Surety | 30 |
| | J. Proposal Bond | 32 |
| | K. Contract Bond | 34 |
| | L. Insurance Waiver | 36 |

INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

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

II. STATE LAWS REQUIRING MANDATORY COMPLIANCE BY ALL BIDDERS

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

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

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

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

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

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

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

by the contract will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

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

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

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

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

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

J. VENDOR LOCATION DISCLOSURE-Pursuant to N.J.S.A. 52:34-13.2, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. Executive Order 129 (McGreevy) 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 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN-

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

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 SECURITY-**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 RFB/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 five (5) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to five (5) 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 _____

EXHIBIT C
STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM

The undersigned firm name of Bidder, in compliance with N.J.S.A. 52:25-24.2, does hereby state and declare the following list of shareholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

| <u>Name</u> | <u>Office Held</u> | <u>Address</u> | <u>Number of Shares of Stock, Corporation or % of Interest in Partnership</u> |
|-------------|--------------------|----------------|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

CERTIFICATION: I, being duly authorized, certify that the information supplied above, 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 (Partnership) Name: _____ (Signature)

Address: _____ PRINT OR TYPE: _____ (Name)

_____ PRINT OR TYPE: _____ (Title)

Date _____

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

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

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

DEFINITIONS

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

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

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

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

PROHIBITION ON CONTRACTS/BREACH OF EXISTING CONTRACT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

EXHIBIT E

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

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

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidder : _____

Date: _____

EXHIBIT F

SMALL/MINORITY/WOMAN OWNED BUSINESS ENTERPRISE

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

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

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

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

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

NOT APPLICABLE _____

SBE Registration # _____

Please check below if applicable

W B E _____ M B E _____

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT G

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

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

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

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

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

Contractor Name: _____

Address: _____

Country: _____

Subcontractor #1 Name: _____

Address: _____

Country: _____

Subcontractor #2 Name: _____

Address: _____

Country: _____

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

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

Signature: _____

Print Name: _____ Title: _____

EXHIBIT G-1

NEW JERSEY TURNPIKE AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.

FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

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 neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it 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 party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

OR

I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. **Failure to provide such will result in the proposal being rendered a non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name _____ Relationship to Contractor/Bidder _____

Description of Activities

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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 New Jersey Turnpike Authority (“Authority”) 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 Authority to notify the Authority 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 Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____ SIGNATURE _____

TITLE:

_____ **DATE:** _____

EXHIBIT H

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT I

LETTER OF SURETY

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

_____ as PRINCIPAL: and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST:

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT J

PROPOSAL BOND

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

_____ as PRINCIPAL: and

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

_____ Dollars and

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

Signed, this _____ day of _____ A.D.

Two Thousand and _____.

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

NOW, THEREFORE,

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

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

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

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

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

[Corporate Seal]

WITNESS OR ATTEST

Principal

[Corporate Seal]

WITNESS OR ATTEST:

Surety

EXHIBIT K

CONTRACT NO. _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

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

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

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

_____, as Surety, are holden and stand firmly

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

_____ lawful money of the United States of America, to and for the

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

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

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

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

_____ which said contract is made part of this Bond the

same as though set forth herein.

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

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

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

this _____ day of _____ in the year 200_____.

WITNESS OR ATTEST:

[CORPORATE SEAL]

PRINCIPAL

WITNESS OR ATTEST:

[CORPORATE SEAL]

SURETY

**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