BID SOLICITATION NOTICE

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

THE NEW JERSEY TURNPIKE AUTHORITY

PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT

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

TITLE: **18' VAN BODY TRUCK**

BID NO: **RM-120595**

DUE DATE: **12-29-15**

TIME: **10:30 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

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

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

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

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REQUEST FOR BID

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BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)

Please Print

_____
NAME OF BIDDING ENTITY

_____
ADDRESS

_____
CITY, STATE AND ZIP CODE

_____
E-MAIL ADDRESS

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

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

_____BUSINESS CORPORATION_____PARTNERSHIP_____INDIVIDUAL

_____OTHER (SPECIFY)_____

SECTION I

A. INTRODUCTION

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

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

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

B. BIDDER GUIDELINES/CHECKLIST

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

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

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

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

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

5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:

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

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

   (b) Stockholder/Partnership Disclosure Statement ☒

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

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

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

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

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

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

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

   (f) Signed Mandatory Equal Employment Opportunity Language ☒

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

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

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

   (j) Automobile Insurance Liability Waiver ☐

   (k) Insurance Certificate ☒

   (l) Disclosure of Investment Activities in Iran ☒

8. 3- Year Open End Purchasing Option ☒

9. Bidder must sign Bid ☒

SECTION II

A. INTENTION

1. Sealed Bids for RM-120595 must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this "RFB" at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time**.
3. It is the intention of the Authority to issue a Notice of Award for a price agreement for the procurement of **18' VAN BODY TRUCK.**
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for "one year with the option to extend for two additional one-year terms at the Authority's discretion and the vendor's concurrence".
6. Please contact Regina Parker with any questions regarding this procurement contract at 732-750-5300 x 8633 or rparker@turnpike.state.nj.us.

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, "Bid Documents").
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department ('PMM") in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date**. Written requests can be submitted by FAX at 732-750-5399.
3. The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of PMM of the existence of an ambiguity or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.
4. All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the Bidder. Bids containing any conditions, omissions, erasure's, alterations, or items not called for in this "RFB" or irregularities of any kind, may be rejected by the Authority, in its sole discretion.

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

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

C. BASIS OF AWARD

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

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

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

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

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

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

D. MISCELLANEOUS

1. Delivery Date _____
   (Insert if applicable)

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

   Discount: Maximum time period _____
   Percentage _____

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

3. The successful bidder will be required to provide a contract bond as stated in the specifications and (if awarded) -0- of contract amount.

BID QUOTATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	3	EACH	18'VAN BODY TRUCK AS PER SPECIFICATIONS	$	$

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

NEW JERSEY TURNPIKE AUTHORITY

_____
Andrea E. Ward
Director, PMM Department

_____/_____
Name of Company / Authorized Signature of Bidder

E. SIGNATURE PAGE

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

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

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

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

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

4. **AUTHORIZED SIGNATURE:**_____

   Print Name and Title: _____

   Bidder: _____

   Address: _____

   City, State, Zip: _____

   E-mail address _____

   Telephone #: _____ Fax:_____

   Date: # _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-120595

PROPOSAL TITLE: 18' VAN BODY TRUCK

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:_____

ADDITIONAL YEARS PURCHASING OPTION, FOR RM-120595

BID TITLE: 18' VAN BODY TRUCK

3 - Year Open End Purchasing Option: The Authority shall have the option for one (1) Model Year* from the date of Contract, to order additional units conforming to the requirements of these specifications at the same price and under the same terms and conditions as those contained herein.

The Authority shall further have the option to purchase additional units conforming to these specifications for two (2) additional Model Years. Any unit(s) offered during the two (2) subsequent Model Years shall be of the model equivalent to that specified herein. In the latter instances, if there have been any price changes, the vendor shall submit a request to the Authority covering the aforesaid price changes, and shall include appropriate explanation and justification for any such price changes.

Any such request for price adjustment shall be in writing and directed to the Director, Procurement and Materials Management Department and shall be accompanied by the following evidence as a basis for your request;

1. The published price lists for equipment, which were in effect at the time of your original proposal.

2. The equivalent published price lists in effect at the time of your request.

3. Any additional evidence which the Authority deems necessary in the evaluation of your request.

The Authority shall, within its sole discretion, have the right to accept the price changes proposed by the vendor or if it so desires, re-bid the requirement.

*Model Year is defined as the Model Year of the Manufacturer of the unit(s) offered by you in this Request for Quotation. In that instance where proposals are for equipment for which "Model Year" and "Production Cut-Off Dates" are undefined or non-existent, the "Model Year" is defined, for bid purposes, as one calendar year from the date on which the Contract is accepted. The last date on which orders may be placed for the Model currently in effect is_____.

NEW JERSEY TURNPIKE AUTHORITY

GENERAL INSTRUCTIONS AND SPECIFICATIONS FOR:
18' VAN BODY TRUCK

Quantity	Description	Required Delivery Date
3	18' Van Body Truck	240 Days After Receipt of Order

SPECIFICATIONS: VBT-2016

COMPLIANCE WITH RULES AND REGULATIONS: The unit and associated equipment furnished must comply with all Federal and State Motor Vehicle Safety Laws and Regulations and shall be capable of passing the New Jersey State Motor Vehicle Inspection Laws, where applicable.

ENERGY STAR REQUIREMENTS: If applicable for items specified in the bid package, the vendor must provide products that earn Energy Star Certification and meet the Energy Star specifications for energy efficiency. The vendor is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products. The Energy Star label must also be affixed to each delivered item. The bidder's signature on the signature page certifies that items so indicated that have earned Energy Star and meet the Energy Star specifications or other standards for energy efficiency will be supplied.

ERRORS AND OMISSIONS: Inadvertent omissions or errors in the attached specifications must be brought to the attention of the New Jersey Turnpike Authority's Director of Procurement and Materials Management at 732-750-5300 before bid submission date. If, with knowledge of such error or omission and prior to the correction thereof, the bidder proceeds with any work affected hereby, they shall do so at their own risk and the work so done shall not be considered as work done under and in performance of this Agreement unless and until approved and accepted.

PILOT MODEL: Questions, which arise before or during the preparation of the pilot model, shall be addressed in writing via e-mail from the vendor to Peter Perperas (Project Supervisor), perperas@turnpike.state.nj.us at the New Jersey Turnpike Authority on a not to delay basis.

The awarded bidder shall make available one **fully completed** pilot model for inspection and approval by the Authority. The unit shall be transported (responsibility of the awarded vendor) to the NJTA Garden State Parkway Division's District 5 (Telegraph Hill) Maintenance Facility located at Garden State Parkway Exit 116 in Holmdel, NJ 07733.

REQUIRED DELIVERY DATE: In the event a bidder takes an exception to the Authority's required delivery date, they **must** note the exception on the attached exception sheet. Furthermore, a specific number of days **must** be listed. Under no circumstances shall bidders give approximate dates or ranges of dates to deliver such as: 210 days to 240 days. Failure to follow these guidelines may result in rejection of bid.

DELIVERY INSTRUCTIONS:

A. Vendor must contact Peter Perperas (Project Supervisor) at 732-442-8600 ext. 2868 for authorization to schedule date and time prior to delivery. **Deliveries shall be made to the NJTA Garden State Parkway Division's District 5 Telegraph Hill Central Maintenance Facility located at GSP Exit 116 in Holmdel, NJ 07733.**

B. Vendor shall be responsible for all delivery, shipping and pick-up expenses.

C. All units must be pre-delivery serviced, completely assembled, operational, and cleaned prior to Authority delivery.

D. The following administrative package **must** accompany all deliveries:

- Certificate of Origin: stamped "Sales Tax Satisfied" and shall be made out to New Jersey Turnpike Authority, 581 Main St. Woodbridge, NJ 07095. Certificate of Origin shall have current date and be hand delivered to Peter Perperas after final acceptance of complete order.

- Invoice: purchase order number must be displayed on vendors invoice. Invoice shall have current date and be hand delivered to Peter Perperas after final acceptance of complete order.

- Warranty forms properly executed.

- Four (4) keys for each vehicle shall be furnished (each vehicle shall have an independent key code). Successful bidder must supply a key code listing for each vehicle identification number. **NO EXCEPTIONS**

- Four (4) keys, keyed alike for toolboxes or similar compartments shall be furnished for each vehicle. **NO EXCEPTIONS**

- State MVC (Motor Vehicle Commission) required inspection stickers shall be provided with each vehicle upon delivery.

- Federal Safety Inspections shall be performed and stickers shall be attached to the vehicles prior to delivery.

- **All vehicles being delivered shall have a dealer plate affixed to the vehicle. Under no circumstances shall a temporary registration (30 day temp tag) be attached to the vehicle. The 30 day temp tag shall be hand delivered along with the invoice and all paperwork to Peter Perperas upon delivery.**

- It shall be the responsibility of the awarded vendor that all tolls, when applicable be paid when making delivery to the Authority.

- Delivery of all units fully completed and fully compliant shall be made no later than two-hundred forty (240) days after receipt of Purchase Order.

E. All units shall be delivered with a minimum of a half tank of fuel.

F. Deliveries made directly from the manufacturer to the Authority shall **not** be acceptable.

WARRANTY: All units delivered must be guaranteed to be free from defects in materials, design and workmanship for a minimum of one (1) year from the time of acceptance by the New Jersey Turnpike Authority. All warranties shall start upon written acceptance of units by the New Jersey Turnpike Authority. Warranty must include service availability from any manufacturers authorized dealer establishment most closely located to Parkway and Turnpike area. This repair facility may not be further than 100 miles from District 5 Telegraph Hill Central Maintenance Facility in Holmdel, NJ 07733 or District 4 (Formerly Central Shops) Maintenance Facility located in Hightstown, NJ 08520. If warranty service is required, the vendor who supplied the unit shall provide for pickup, delivery and repair of unit at no charge to the New Jersey Turnpike Authority. All warranty periods shall start from date of acceptance of unit by the New Jersey Turnpike Authority.

EXCEPTION SHEET: Exception sheet is furnished with each set of specifications. Bidders making exceptions must note exceptions by item and indicate substitution in lieu and submit with bid, detailed specifications on the substitution. If the vendor is submitting an alternate product, component, feature or part to what is referenced in the specifications, the proposals **must** be accompanied by descriptive literature, marked and indicate the exact items to be furnished, with an engineering drawing of the same. **Failure to supply information requested may result in rejection of bid.** Where no exception is taken, the word "None" shall be neatly printed or typed on the exception sheet. **Failure to supply information and/or failure to complete the bidder's exception spaces in the prescribed manner may disqualify bid. It shall be understood that if no exception is taken, the vendor shall supply all material exactly as specified. No substitution will be permitted after receipt of bids.**

APPROVED EQUIVALENT: A bid substitution for a specified item brand and/or model that meets the required quality and performance standards of the original brand; substitutions will be determined to be an equivalent by the New Jersey Turnpike Authority.

UNIT INFORMATION FORM: Vendor shall complete the entire Unit Information Form. **Failure to complete form may result in rejection of bid.**

MANUFACTURER'S PRODUCTION SHEET: The vendor shall furnish one (1) copy of the actual Factory Production Sheet for each unit provided. The copies of the Factory Production Sheet shall be submitted at the time of the Authority's inspection of the unit.

TRAINING: It shall be the responsibility of the successful bidder to supply all safety, operational and service training to New Jersey Turnpike Authority personnel in accordance with all applicable ANSI and OSHA regulations. The safety and operational training shall consist of a complete review and understanding of the manufacturer's owner manual, along with actual operation of equipment. The instructor shall emphasize all proper uses for safe operation. The training shall include but not limited to all general troubleshooting of the hydraulic system and associated electronics. The instructor shall also emphasize the proper use of tools and test equipment along with general shop safety. The service seminars shall be similar to factory and manufacture type schools. The training shall be scheduled and take place at one (1) site, four (4) hours, site designated by the New Jersey Turnpike Authority.

LABELS: Plastic stick-on labels shall not be acceptable.

ADVERTISEMENTS: No Dealer advertisements shall appear on unit or any other related equipment.

ACCESSORIES: All accessories shall be manufacturer installed when the item is available from the manufacturer.

FACILITIES: Bidders shall represent a manufacturer, which has in operation a factory adequate for the manufacture of the equipment, which it proposes to furnish. The manufacture(s) whose associated equipment or products are bid shall have a full service warranty and parts supply facility that can guarantee availability of parts within 24 hours after telephone order and shall be located within a 100 mile radius of either District 4 Maintenance Facility (exit 8 on the NJ Turnpike) located in Hightstown, NJ 08520 or Telegraph Hill Central Maintenance Facility (exit 116 on the GSP) located in Holmdel, NJ 07733. The bidder shall submit the locations, names and telephone numbers of people who are authorized to service the equipment or who can be reached for emergency service.

Location_____

Phone #_____

Contact_____
Name & Title

SPECIFICATIONS: CC-2016
CAB CHASSIS

BIDDER'S INSTRUCTIONS

IT SHALL BE THE BIDDER'S RESPONSIBILITY TO CAREFULLY EXAMINE EACH ITEM OF THE SPECIFICATION. BIDDERS MUST INDICATE WHETHER THEY COMPLY OR NON-COMPLY FOR EACH LINE ITEM IN THE SPECIFICATION. FAILURE TO PROVIDE A COMPLETED BID MAY CAUSE REJECTION OF BID. ALL NON-COMPLY RESPONSES AND/OR BIDDERS PROPOSED "APPROVED EQUIVALENTS" MUST BE FULLY EXPLAINED ON EXCEPTION FORM, NOTING SECTION AND ITEM. FAILURE TO EXPLAIN NON-COMPLY RESPONSES OR FAILURE TO SUPPLY DETAILED LITERATURE/BROCHURES ON THE BIDDERS PROPOSED "APPROVED EQUIVALENTS" MAY CAUSE REJECTION OF BID. WHERE "MINIMUM/MAXIMUM" IS SPECIFIED, BIDDERS MUST PROPOSE AT LEAST THE MINIMUM/MAXIMUM SIZES OR THE BID MAY BE REJECTED.

	COMPLY	
	YES	**NO**
GENERAL:		
A. 2016 or new current model International 4400 or approved equivalent SBA (Set Back Axle) 4 x 2, 6-wheel configuration.		
FRAME:		
A. One-piece 120,000 psi.		
B. Huck fasteners shall be used for all cross members, fuel tank, and battery box brackets.		
C. Heavy-duty channel type front bumper with bolt-on front tow hooks with opening through bumper.		
D. Bolt-on front tow hooks with opening through the bumper. One right and one left, within easy access to afford quick operator hook up of tow chain. Hooks shall be of drop forged steel with a minimum of 44,500 lbs. working load. Grade 8 bolts shall be used to attach hook to chassis. Welded on hooks shall not be acceptable.		
E. Electro-statically painted frame rails. (Written certification required)		
F. The wheelbase shall be 205", cab to axle shall be 138", and AF shall be as required for body.		
G. 33,000 lbs. G.V.W.R.		
H. The Authority reserves the right to determine final CA and AF dimension at issuance of Purchase Order.		
FRONT BUMPER:		
A. Manufacturers standard front bumper.		
B. The bumper shall have means for mounting the front license plate.		

	COMPLY	
	YES	**NO**
GENERAL:		
FRONT AXLE:		
A. 12,000 lbs. capacity front axle.		
B. Weight capacity of front axle must be able to accommodate body and all equipment specified in this bid package.		
FRONT SUSPENSION:		
A. 12,000 lbs. capacity front suspension.		
B. Taper-leaf front springs with shock absorbers.		
C. 2,000 lbs. capacity auxiliary front springs.		
REAR AXLE:		
A. 21,000 lbs. capacity with driver controlled main locking differential.		
B. Axle switch shall be LED back-lighted.		
C. An automatic disengage feature shall be supplied to disengage the locking mechanism after the vehicle reaches a speed of 25 mph.		
D. Factory installed synthetic gear lube and magnetic drain plug shall be installed.		
E. Axle ratio shall enable vehicle to cruise at 65 mph at maximum G.V.W.R.		
REAR SUSPENSION:		
A. 23,500 lbs. capacity vari-rate rear springs.		
B. 4,500 lbs. capacity auxiliary springs.		
BRAKES:		
A. Brake pedal and valve shall be firewall suspended.		
B. ABS anti-lock air brakes.		
C. Air dryer and automatic moisture ejector shall be supplied on wet tank.		
D. “S” cam type on front and rear shoes.		
E. 13.2 cubic foot gear driven air compressor with dual air supply gauges.		
F. Air pressure gauges shall be located in the instrument cluster.		
G. Automatic slack adjusters.		
H. Air tanks shall be aluminum and painted black.		
I. All air lines shall be color coded.		
J. Dust shields shall be provided on front and rear brakes.		
K. Parking brake alarm shall be provided. Horn shall sound when parking brake is not set with ignition off and any door opened.		
STEERING:		
A. Full hydraulic power steering.		
B. Steering column shall be tilt style.		
EXHAUST SYSTEM:		
A. Horizontal diesel particulate filter shall be located by right frame rail.		
B. Exhaust pipe shall be horizontally mounted on right frame rail back of cab.		
ELECTRICAL:		
A. Programmable electrical system with self-diagnostics. System shall be designed to isolate electrical problems on the input/output side of circuit and display fault codes. Color coded and continuously numbered wiring shall be supplied.		

	COMPLY	
	YES	**NO**
GENERAL:		
B. All electronically controlled accessory equipment shall be interfaced to a Body Integrated Remote Power Module mounted inside cab; up to 6 outputs and 6 inputs, maximum 20 amps per channel, maximum 80 amps for each required module. (Include 1 dash-mounted switch pack with 6 switches latched or momentary/labeled and back-lighted) with this system including but not limited to switches, controls and indicators. Anticipated provisions shall be communicated to the chassis manufacture prior to chassis build.		
C. All circuits shall be protected by manual reset circuit breakers or fuses shall be mounted in the OEM central power distribution panel.		
D. Two (2) 12-volt 1850 CCA maintenance free batteries with over crank protection.		
E. AM/FM radio with weather band, clock, and speakers.		
F. Turn signal switch shall include “flash to pass” feature.		
G. Daytime running lights, fender mounted dual faced amber/amber directional lights in addition to front corner directional shall be provided.		
H. Stop, turn, tail, and back-up lights shall be LED.		
I. The following lights shall automatically turn on when wiper switch is engaged: • Headlights • Taillights • Marker lights		
J. Headlights: Trucklite 7" round LED headlamps or NJTA approved equivalent. • Hard-coated polycarbonate lens with “E” coated aluminum housing. • Metalized reflector. • 16-gauge wire. • 2-LED arrays. • 12.8v, 1.80a (low beam). • 3.60 amps (high beam). • Operating temperature range: -40°C to 50°C. • Over voltage protection to 600v, w/constant output. • Mechanical aim.		
J. Five (5) LED cab marker lights shall be provided.		
K. Wipers shall have two (2) speeds with washer and intermittent feature. Wiper control shall force wipers to their slowest intermittent speed when parking brake is set and wipers are left on for more than 30 seconds.		
L. 165-amp Delco Remy 36SI brushless, pad mounted with remote voltage sensor or approved equivalent alternator.		
M. Gauges & Lights: • Oil pressure • Water temperature • Warning lights • Voltmeter • Speedometer • Tachometer		

	COMPLY	
	YES	**NO**
• DEF fluid level gauge • Odometer • Trip miles • Engine hours • Trip hours		
N. Dual electric horns.		
O. OEM installed external back-up alarm.		
P. Body builder harness shall be located outside of cab. Included shall be stop, tail, turn, and marker light circuits, ignition controlled auxiliary feed, and ground.		
Q. Chassis manufacture shall supply 2-way radio wiring with 20 amp fuse protection. Shall include 5 amp fuse and be routed to overhead radio console.		
R. A weatherproof module for body builder connections shall be located inside cab.		
S. All switches must be back-lighted and (OEM) labeled.		
T. All electrical powered auxiliary equipment not installed by chassis manufacturer shall be wired in accordance with section A & B (ELECTRICAL) and include proper circuit protection. All wiring shall be installed in a weather tight junction box or weather pack connector. Solder-less connectors is unacceptable. Any holes drilled for installation of accessories, wiring, brackets, etc. shall be properly primed, sealed with silicone and painted prior to installation to prevent rust.		
U. Test exterior light switch shall be installed by chassis manufacturer. The switch shall cycle all the lights on the chassis except reverse lights. Included shall be high/low beam, turn signals, and marker lights.		
V. In addition to the control switch, all lighting and accessories shall turn off with ignition key “off” except for Federal D.O.T. requirements.		
W. It shall be the responsibility of the body supplier to ensure capability of installed equipment with switches provided by chassis manufacturer. The following switches shall be provided by the chassis manufacturer and will be incorporated in the chassis standard wiring and circuit protection: • Front/rear rotating lights • Rear warning lights		
ENGINE:		
A. Electronic, 6-cylinder turbo-charged diesel engine.		
B. 275 Horsepower minimum @ 2,200 rpm.		
C. 860 lb./ft. Torque minimum @ 1,300 rpm.		
D. 570 Cubic inch displacement.		
E. Heavy-duty starter with over crank protection.		
F. Cruise control integral with steering wheel.		

	COMPLY	
	YES	**NO**
G. Provision for remote mounted engine control to include wiring for body builder installation of PTO controls, ignition switch controlled.		
H. Heavy-duty radiator with two (2) speed air operated fan drive.		
I. Ethylene Propylene Diene Monomer (EPDM) hoses or approved equivalent.		
J. Constant torque heat shrink radiator clamps.		
K. 120-volt engine block heater with weather protected flip plug cover shall be located under driver's door.		
L. Extended long life coolant protected to at least -40° F. The system shall be tagged indicating make, type of anti-freeze and degree of protection.		
M. Low coolant level warning light and audible alarm.		
N. Automatic engine shutdown system for oil pressure, coolant temperature, and coolant level with a 30 second delay and auto override.		
O. Heated fuel/water separator.		
P. Integrated fuel pressure sensor.		
Q. All engine and emission related system fluids shall remain as a stable liquid unaided within the normal expected vehicle ambient temperature operating range of -20° F to 100° F.		
R. Oil pan: an extended life coated oil pan consisting of metal/plastic/metal construction shall be provided. The material shall be a single sheet composite with two (2) layers of sheet metal sandwiching plastic material. The triple composite shall have an electro-deposition prime coat with powder coating for the final finished coat. (Written certification required)		
TRANSMISSION:		
A. Allison 3000 RDS or approved equivalent.		
B. Five (5) forward speeds automatic with dash mounted push button control.		
C. Transmission oil cooler and temperature gauge.		
D. Synthetic transmission fluid shall be used and installed by OEM.		
E. Furnished PTO provision and dash mounted temperature gauge.		
FUEL TANK:		
A. 50-gallon minimum capacity aluminum fuel tank mounted under cab and shall include stainless steel straps.		
B. Thermostat controlled electric fuel heater and filter with filter restriction/change indicator.		
C. Fuel tank shall be labeled in 1" high green letters **"DIESEL FUEL ONLY"**.		
D. Vent tube for fuel tank shall be attached to a bracket via zip-tie.		
E. DEF tank shall be 7-gallons mounted under cab on drivers side and shall be heated.		
FRONT TIRES & WHEELS:		
A. Two (2) Goodyear or approved equivalent 12R22.5, 14 ply highway tread radials.		
B. Hub piloted black powder coat paint 8.25" steel disc wheels.		

	COMPLY	
	YES	**NO**
REAR TIRES & WHEELS:		
A. Four (4) Goodyear or approved equivalent 12R22.5, 14 ply highway tread radials.		
B. Hub piloted black powder coat paint 8.25" disc wheels.		
C. Rear plain black mud flaps (No Advertisements).		
SPARE TIRES & WHEELS:		
A. One (1) spare tire shall be supplied for each vehicle ordered.		
B. Spare tires and wheels shall be identical to make and model of what shall be supplied on vehicle.		
CAB:		
A. Conventional galvanized steel cab.		
B. Hood shall be a 3-piece design with stationary bright finished grille.		
C. Odometer shall display miles, trip miles, engine hours, trip hours, and engine/vehicle system codes.		
D. Included shall be cab rear air bag suspension.		
E. All glass shall be tinted.		
F. Body builder “knockout” shall be provided in cab floor for body builder connections.		
G. Air operated, high-back vinyl driver seat with headrest and lumbar support and inboard armrest.		
H. High-back vinyl non-suspended passenger seat with headrest.		
I. 3-Point seatbelts with automatic retractors.		
J. Overhead console with radio pocket wired as described in Paragraph Q of Electrical Section.		
K. Include shall be front storage pockets.		
L. Dome light, left and right interior courtesy lights shall be mounted on door pockets. Lights shall activate when doors are opened.		
M. Dual sun visors.		
N. In-dash cup holder.		
O. Driver’s door storage pocket.		
P. Interior grab handles on both sides.		
Q. Chrome exterior grab handle with rubber insert-drivers side of cab.		
R. Exterior mirrors shall be approximately 14" x 7.55" with break-away style “C” stainless steel brackets and convex mirrors. A look down 6" x 10" panoramic mirror shall be mounted above passenger door. Both primary mirrors shall be motorized and controlled by a switch located in cab within easy reach of the driver. Primary and convex mirrors shall be thermostatically heated.		
S. HVAC system shall include heater/defroster/air conditioning. Air conditioning system shall have self-diagnostic features with dash displayed fault codes.		
T. Standard instrumentation packages shall be included with plug in type gauges.		

	COMPLY	
	YES	**NO**
U. Hood wheel well rubber fender extensions shall not be acceptable.		
MISCELLANEOUS:		
A. Provided in cab shall be a dry chemical 5 lb. "UL" listed fire extinguisher suitable for ABC class fires. A quick-release type metal bracket shall be used to mount extinguisher to base of driver's seat.		
B. Provide a D.O.T. approved reflective triangle kit in cab.		
PAINT:		
A. All metal parts shall have the mill scale and oil removed by means of a high-pressure chemical cleaner prior to painting.		
B. All frame and running gear shall be painted manufacturers black.		
C. Exterior color shall be manufacturer's standard white.		
D. Wheels, bumper, battery box (not battery cover), frame, and engine oil pan shall be powder coat painted.		
DIAGNOSTIC, REPAIR & PARTS:		
A. Three (3) complete sets of factory diagnostic, repair, and parts vehicle interface software, to include all necessary cabling and connections for a laptop computer or a hand held device shall be supplied.		
B. Awarded vendor shall provide a three (3) year manufacturers Web-based diagnostic, repair, parts subscription including truck chassis and engine.		
C. Diagnostic, troubleshooting, and repair information for transmission, air-brake system, and other installed components shall be Web-based or PC based software.		
MANUALS:		
A. The following manuals in either paper form or computer disc shall be supplied upon delivery: • Operation-1 • Repair-1 • Maintenance-1 • Parts-1 • Electrical-1		
WARRANTY:		
A. Engine shall be covered for seven (7) years/150,000 miles/5400 hours including all electronic engine components and injectors at 100% parts and labor.		
B. Cab shall be covered for five (5) years/unlimited miles for perforation, corrosion, and structure.		
C. Frame shall be covered for seven (7) years/unlimited miles for cracks.		
D. Transmission shall be covered for five (5) years/unlimited miles at 100% parts and labor.		

SPECIFICATIONS: VB-2016
18' VAN BODY

BIDDER'S INSTRUCTIONS

IT SHALL BE THE BIDDER'S RESPONSIBILITY TO CAREFULLY EXAMINE EACH ITEM OF THE SPECIFICATION. BIDDERS MUST INDICATE WHETHER THEY COMPLY OR NON-COMPLY FOR EACH LINE ITEM IN THE SPECIFICATION. FAILURE TO PROVIDE A COMPLETED BID MAY CAUSE REJECTION OF BID. ALL NON-COMPLY RESPONSES AND/OR BIDDERS PROPOSED "APPROVED EQUIVALENTS" MUST BE FULLY EXPLAINED ON EXCEPTION FORM, NOTING SECTION AND ITEM. FAILURE TO EXPLAIN NON-COMPLY RESPONSES OR FAILURE TO SUPPLY DETAILED LITERATURE/BROCHURES ON THE BIDDERS PROPOSED "APPROVED EQUIVALENTS" MAY CAUSE REJECTION OF BID. WHERE "MINIMUM/MAXIMUM" IS SPECIFIED, BIDDERS MUST PROPOSE AT LEAST THE MINIMUM/MAXIMUM SIZES OR THE BID MAY BE REJECTED.

	COMPLY	
	YES	**NO**
GENERAL:		
A. New current model aluminum 18' van body mounted onto chassis described in the Specification: CC-2016.		
B. US Truck Body Model VA189684 or approved equivalent.		
C. All component installation shall conform to the latest recommendation, procedures, and regulations of the following organizations: ASME, ASTM, AISI, API, AWS, DOT, FPS, ICC, JIC, MSS, NEMA, NTEA, SAE, TTMA, and USASI.		
D. The 18' van body shall be mounted on the new dual rear wheel cab chassis described in this specification.		
E. The body and related equipment shall be of the latest design and shall be installed by the installer approved by the manufacturer of said components.		
DIMENSIONS:		
A. The following shall be considered minimum dimensions: • Inside length: 18' • Inside width: 92" • Inside height: 84" • Overall width: 96" • Overall height: 90"		
UNDERSTRUCTURE:		
A. The cross members shall be constructed of 80,000 psi hi-tensile 3" steel "I" beams on 12" centers.		
B. Each cross member shall be double bolted at each end to the heavy-duty extruded aluminum rub rail.		
C. Alternating cross members shall be gusseted to the structural steel "C" channel longitudinals with full steel wheel pan supports over the wheel area.		

	COMPLY	
	YES	**NO**
D. There shall be four (4) additional cross members at the rear on 6" centers.		
E. The long sill shall be 4" structural.		
EXTERIOR CONSTRUCTION:		
A. The body exterior shall be constructed of .040 pre-painted white aluminum panels with high-strength extruded aluminum “Z” posts on 16" centers (steel posts shall not be acceptable).		
B. The aluminum side sheet seams shall be riveted every 2½".		
C. There shall be a minimum of seven (7) front wall posts that shall tie the front wall into the body understructure for additional strength.		
D. The front corner radius posts shall be constructed from extruded aluminum.		
E. The front top roof radius shall be .125" thickness smooth heavy-duty aluminum.		
F. The roof structure shall be heavy-duty one piece .060 translucent roof panel that shall be tension fit and bonded to 18-gauge anti-sag roof bows on 24" centers.		
G. Each roof bow shall be double riveted to extrude high-strength aluminum alloy roof coves.		
H. The roof rail shall be two-piece design increasing structural integrity and facilitate ease of roof replacement in the event the roof becomes damaged.		
I. The front nose of the body shall be a radius design to reduce air resistance and increase fuel economy with heavy-duty cast aluminum corner castings (plastic corners shall not be acceptable).		
J. The rear frame shall be constructed of 12-gauge mill finish stainless steel and reinforced at all internal and external stress points with steel plates.		
K. The bottom of the rear frame shall have a gradual incline for water run-off.		
L. Grab handles shall be installed on the rear door frame on both the street side and curb side.		
REAR DOOR:		
A. The rear door shall be a roll-up type constructed of plastic covered ¾" plywood.		
B. The door shall be 88" wide x 78½" high (clear opening) with stainless steel rivets and “E” coated hardware.		
INTERIOR:		
A. The floor shall be 1⅛" high-quality domestic laminated hardwood installed with two (2) 5/16" countersunk screws per board at each cross member.		
B. Each floor board shall be securely joined to adjacent boards using shiplap joints and added crusher bead to insure a tight quality fit.		
C. The interior side walls shall be ⅜" full height premium plywood.		
D. The interior front wall shall be ½" full height premium plywood.		

	COMPLY	
	YES	**NO**
E. There shall be two (2) rows of recessed “E” track on each side and on the front wall at 24" and 48" on center.		
F. Two (2) load bars shall be supplied that fit “E” track installed.		
G. There shall be two (2) interior dome lights with an on/off switch inside of the rear door on the curb side.		
MOUNTING AND LIGHTS:		
A. The body shall be mounted on the chassis using a hardwood isolator that shall be banded to the top of the chassis frame rails.		
B. ⅝" zinc plated “U” bolts shall be placed through crush pipes (between frame rails) to hold the body in place more securely and to prevent over-tightening and bending of the frame rails.		
C. Structural steel “side standards’ shall be welded to the longitudinals to prevent shifting from side to side.		
D. All body lights shall be LED and meet FMVSS 108 standards.		
E. A license plate bracket with light shall be mounted at the rear.		
F. The stop/turn/tail and back-up lights shall be recessed in the rear frame.		
G. The LED marker lights shall be recessed in the roof cove with exterior wiring enclosed in a protective groove.		
H. All light connectors shall be shielded from moisture by heat shrink insulators.		
I. The full understructure of the body shall be undercoated (written certification required upon delivery). Paint on understructure shall not be acceptable.		
CONSPICUITY ENHANCEMENT:		
A. 2" wide conspicuity enhancement and shall be alternating red and white stripes. Enhancement shall provide reflection even in daylight hours.		
B. Conspicuity tape shall have twelve (12) different patterns of micro-prisms for maximum visibility.		
C. The reflective system shall be impervious to ultra violet radiation via internal pigmentation with acrylic layer protection and meet all FMVSS 108 requirements.		
OVERHEAD AMBER WARNING LIGHTS:		
A. Located on the exterior box body, 4" below the roof line, two (2) rear facing and two (2) front facing amber warning lights.		
B. Mounted to 90° brackets, mounted to the box body.		
C. Four (4) SAE L845 Class 1, at least 30000 candela light fixtures shall contain at least two (2) fast rotating high intensity LED light heads.		
D. Exact location shall be determined by contacting the NJTA Inspector prior to mounting.		
REAR WARNING LIGHTS:		
A. Two (2) Whelen Amber LED, 500 Series lights, Model 01-0664003-AO or approved equivalent shall be mounted in the rear of the box body. Whelen Model 5BRUSH aluminum guard or approved equivalent shall be mounted with each light head to protect from impact damage. The set of two (2) lights, one (1) on each side, shall provide an alternately display double flash signal. Exact location shall be determined by contacting the NJTA Inspector prior to		

	COMPLY	
	YES	**NO**
mounting.		
B. Hydraulic tailgate shall not conceal view of rear warning lights.		
C. The rear warning lights shall be wired to the chassis cab OEM back-lit rocker type switch on the dash and labeled “Rear Warning Lights”.		
CAB CHASSIS OEM DASH SWITCH LOCATIONS:		
A. Factory Installed Switch | Factory Installed Switch | Rotator Lights | Rear Warning Lights | Lift Gate Master | Not Used		
PAINT:		
A. Manufacturers standard preparation procedure prior to painting.		
B. Manufactures white.		
LIFTGATE:		
A. The lift gate shall be an Anthony Model ATU-3000-SF or approved equivalent tuck under lift gate.		
B. The lift capacity shall be 3,000 lbs. minimum.		
C. The platform shall be constructed of ⅛" industrial diamond tread plate steel and shall measure 80" x 45" + 6".		
D. Service free composite bushings shall be installed at all critical pivot points.		
E. In order to open and close gate easily a dual spring platform and roller opener shall be supplied.		
F. Maximum duty dual step stirrups on left and right side of lift gate and two (2) steel dock rubber bumpers shall be included with the lift gate.		
G. A 3/16" diamond tread floor extension shall be incorporated into the left gate.		
H. The lift gate operation shall be electric/hydraulic, power up, gravity down with a pressure compensated flow valve, double weight hydraulic cylinder, double lip piston cylinder rings, heat shrunk electrical connectors, circuit breakers, and a factory filled enclosed power pack.		
I. The lift gate shall be controlled by either a marine duty toggle switch located on the curb side of the body or by a hand held remote control with plug and socket that shall be located inside of van body towards the rear.		
J. All steel components shall be shot blasted with a polymerization finish.		
K. Powder coated paint.		
MANUALS:		
A. The following lift gate manuals shall be supplied at time of delivery: • Parts-3 • Repair-3 • Troublshooting-3		
WARRANTY:		
A. The lift gate shall be warranted of all mechanical components and hydraulic system for three (3) years upon acceptance by the NJTA.		

FAILURE TO COMPLETE ALL AREAS MAY RESULT IN REJECTION OF BID

UNIT INFORMATION FORM

CHASSIS:

YEAR:_____ MAKE:_____ MODEL:_____

MODEL:_____CID:_____HP:_____@_____RPM

ALTERNATOR MAKE:_____MODEL:_____
AMPS:_____

BATTERY VOLTS/AMPS:_____
C.C.A. @ O° F:_____

TRANSMISSION MAKE:_____

MODEL:_____

BACK-UP ALARM MAKE:_____

SERVICING AGENCY:_____

LOCATED AT:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

VAN BODY:

DESCRIPTION:_____

YEAR:_____MAKE:_____ MODEL:_____

DIMENSIONS:
Inside length:_____ft.
Inside width:_____in.
Inside height:_____in.
Overall width:_____in.
Overall height:_____in.

INSTALLER:_____

SERVICING AGENCY:_____
LOCATED AT:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

LIFT GATE:

YEAR:_____MAKE:_____MODEL: _____

CAPACITY:_____

INSTALLER:_____

SERVICING AGENCY:_____

LOCATED AT:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

OVERHEAD AMBER WARNING LIGHTS:

YEAR:_____MAKE:_____MODEL: _____

SERVICING AGENCY:_____

LOCATED AT:_____

TELEPHONE #:_____

CONTACT:_____
Name & Title

REAR WARNING LIGHTS:

YEAR:_____MAKE:_____MODEL: _____

SERVICING AGENCY:_____

LOCATED AT:_____

TELEPHONE #:_____

CONTACT:_____

Name & Title

Exception Form: **Vendors must list exceptions for applicable items below. It shall be understood that if no exception is taken, the Vendor shall supply all material exactly as specified. Vendors may list proposed equivalent items below for consideration by the Authority, and should include the item number, item description, manufacturer's name, model number and packaging quantities of those items which the vendor proposes to substitute. Vendors may not use this form to attach conditions, limitations, or other provisos to their bid. Please be advised that any proposed equivalent or other exceptions that are deemed to be a material deviation from the specifications shall be a mandatory cause for rejection of the bid, and the vendor proceeds at its own risk.**

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

NEW JERSEY TURNPIKE AUTHORITY

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

AW/JP - 10/14

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INSTRUCTIONS TO BIDDERS FOR SUBMISSION OF BIDS
STANDARD TERMS AND CONDITIONS

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

I. DEFINITIONS

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

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

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

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

d. "Director" shall mean the Director of 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.

Name	Office Held	Address	Number of Shares of Stock, Corporation or % of Interest in Partnership

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 _____

9-29-14 JP

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.

<u>Part 2:</u> 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

<u>MUST BE SIGNED BY BIDDER</u>

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: _____

_____ _____

PRINCIPAL

[CORPORATE SEAL]

_____

_____

WITNESS OR ATTEST: _____

_____ _____

SURETY

[CORPORATE SEAL]

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

Purchase Requisition #_____

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

_____
The Company (insert name of Company)

By: _____
(print and sign name)

_____
Title

_____
Date

$2MM WAIVER