

NEW JERSEY TURNPIKE AUTHORITY

PREQUALIFICATION OF CONTRACTORS

FOR

EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES

ON THE NEW JERSEY TURNPIKE AND

ON THE GARDEN STATE PARKWAY

TABLE OF CONTENTS

PREQUALIFICATION APPLICANT INFORMATION.....	3
SMALL BUSINESS ENTERPRISE REGISTRATION.....	4
PREQUALIFICATION APPLICATION CHECKLIST.....	5
INTRODUCTION.....	7
SECTION I - PREQUALIFICATION INSTRUCTIONS.....	9
SECTION II -EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES REQUIREMENTS.....	10
SECTION III - PREQUALIFICATION CRITERIA.....	15
SECTION IV- CHECKLIST AND EXHIBIT DOCUMENTS.....	27
EXHIBIT A - AFFIRMATIVE ACTION INFORMATION SHEET.....	28
EXHIBIT B - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE.....	29
EXHIBIT C - AFFIDAVIT OF MORAL INTEGRITY.....	31
EXHIBIT D - PULICE LAW 2005, CHAPTER 51(formerly EO 134).....	33
EXHIBIT E - STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT.....	42
EXHIBIT F - VENDOR DISCLOSURE FORM - EXECUTIVE ORDER 129.....	43
EXHIBIT G - NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX.....	44
EXHIBIT H - NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTION.....	45
EXHIBIT I - AFFIDAVIT OF NON-COLLUSION.....	46
EXHIBIT J - NJ BUSINESS REGISTRATION CERTIFICATE.....	47
EXHIBIT K - NJ UNIFORM ETHICS CODE.....	48
EXHIBIT L - REQUIRED INSURANCE DOCUMENTS.....	66
APPENDIX A - SCOPE OF SERVICES FOR EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES.....	69
APPENDIX A-1 - SERVICE PROVIDER LOCATIONS ON TURNPIKE.....	71
APPENDIX A-2 - SERVICE PROVIDER LOCATIONS ON PARKWAY.....	72
APPENDIX B - NEW JERSEY TURNPIKE ADMINISTRATIVE CODE <u>N.J.A.C.</u> 19:9-3.1 TOWING RATES.....	74
APPENDIX C - SAFETY VEST SPECIFICATIONS.....	76
APPENDIX D - NEW JERSEY TURNPIKE ADMINISTRATIVE CODE <u>N.J.A.C.</u> 19:9-12 PROCEDURE TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS.....	77
APPENDIX E - BLANK.....	78
APPENDIX F - SAMPLE RECEIPT FORM TO BE USED ON THE ROADWAYS.....	80
APPENDIX G - ACCESS AGREEMENT -EQUIPMENT.....	81
APPENDIX H - LIST OF SERVICES AND "NOT TO EXCEED CHARGES" FOR SERVICES NOT SET FORTH IN THE AUTHORITY'S REGULATIONS (WEIGHTED BID ITEMS).....	85

**EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES
PREQUALIFICATION APPLICANT INFORMATION**

*ZONE FOR WHICH APPLICANT IS SUBMITTING THIS PREQUALIFICATION APPLICATION:
TURNPIKE: _____ PARKWAY _____

SUBMITTED BY: _____
(Print Name of Company)

(Print Name/Title of Person Completing Application)

Address: _____
(Location of Principal Garage Facility for which this Application is being submitted)

City, State and Zip Code _____

Telephone No.: _____ Fax No.: _____

Mailing address: _____
(If different than address listed above)

City, State and Zip Code: _____

Telephone No.: _____ Fax No.: _____

Check One: Corporation Partnership Individual

If Corporation, answer the following:

Date of Incorporation: _____ State of Incorporation: _____

President's Name: _____

Vice-President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

If a Partnership, answer the following:

Date of Organization: _____ State of Organization: _____

Name and Address of Partners: (Attach additional sheets, if required. Identify the page and section on the attachment.)

* Prequalified towing companies will be bidding to perform Extra Heavy Duty Towing and Recovery Services on the New Jersey Turnpike and to perform Extra Heavy Duty Towing and Recovery Services on the Garden State Parkway within designated "Zones". Applicants who seek prequalification for more than one Zone on either Roadway must submit a separate prequalification application for each Zone

SMALL BUSINESS ENTERPRISE REGISTRATION

If your firm is registered with the State of New Jersey as a SMALL BUSINESS ENTERPRISE (“SBE”), you must provide a copy of the Registration with this application.

Please check off the gross receipt category of your business:

\$0 - \$500,000 _____

\$500,001 - \$ 5,000,000 _____

\$5,000,001 - \$12,000,000 _____

NOT APPLICABLE _____

The category(s) must be as formulated by the New Jersey Commerce and Economic Growth Commission and the Department of the Treasury in N.J.A.C. 12A:10-1 et seq. and N.J.A.C. 12A:10A-1 et. seq.

The provision of this information is for reporting requirements only. It will not be considered in any decision regarding the prequalification of any applicant or in any determination as to the successful bidders.

EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES
PREQUALIFICATION APPLICATION CHECKLIST

Applicant must respond fully to the requirements stated in this Prequalification Application. The following serves as a checklist of the information required in order to consider the submission complete:

Section I - Prequalification Instructions – Information Only/No Requirement

Section II – Extra Heaving Duty Towing Requirements – Information Only/No Requirement

Section III – Extra Heavy Duty Towing and Recovery Services
Prequalification Criteria (as set forth in N.J.S.A. 27:23-5)

- A. Experience of Applicant/Personnel for Services
- B. Location of Garage
- C. Equipment for Extra Heavy Duty Towing and Recovery Services
- D. Garage Facility
- E. Evidence of Financial Capacity
- F. Client References
- G. Garage and Equipment Inspections
- H. Code of Ethical Standards
- I. Criminal Background Checks
- J. Division of Revenue Registration

Section IV – Checklist and Exhibit Documents

- A. Affirmative Action Information Sheet
- B. Mandatory Equal Employment Opportunity Language
- C. Affidavit of Moral Integrity
- D. Public Law 2005, Chapter 51 (Formely EO 134)
- E. Stockholder/Partnership Disclosure Statement
- F. Vendor Disclosure Form – Executive Order 129
- G. Notice to all Proposers Set-Off for State Tax
- H. NJ Election Law Enforcement Commission Requirement for Disclosure of Political Contributions
- I. Affidavit of Non-Collusion
- J. NJ Business Registration Certificate
- K. NJ Uniform Ethics Code
- L. Required Insurance Documents

Applicant must submit one (1) original and four (4) copies of the response to this Prequalification process. Applicant herein states that the information that is provided in response to this Prequalification Application is true and accurate.

SUBMITTED BY:
NAME _____
Applicant
TITLE _____

SIGNATURE

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY
of _____, 2008

Notary Public of New Jersey

INTRODUCTION

This is a Prequalification Application issued by the New Jersey Turnpike Authority (hereinafter, "Authority") to prequalify towing companies to bid on Extra Heavy Duty Towing and Recovery Services on the New Jersey Turnpike ("Turnpike") and on Extra Heavy Duty Towing and Recovery Services on the Garden State Parkway ("Parkway") (collectively, the Turnpike and Parkway are referred to herein as the "Roadways"). Specifically, in order to submit a bid for Extra Heavy Duty Towing and Recovery Services on either of the Roadways, as those services are defined below, as and when such bids are solicited by the Authority, interested towing companies must first be prequalified pursuant to this prequalification process.

"Extra Heavy Duty Towing and Recovery Services" are defined as the immediate, coordinated, professional response by authorized Extra Heavy Duty Towing and Recovery Services contractors to incidents that have occurred on the Roadways, causing or having the potential to cause serious and lengthy disruption to Roadway operations, specifically the normal flow of traffic, as determined in the sole discretion of the Authority. These incidents include, but are not limited to, large overturned commercial vehicles such as trucks, buses or spillage of product that requires the use of special heavy duty recovery equipment and expertise to resolve. Extra Heavy Duty Towing and Recovery Services contractors must provide service under critical time restraints and work under severe pressure in an effort to return the Roadways to normal operating conditions. Recovery equipment must be operated in a team response and coordinated effort, providing the utmost safety and care in the actual operation, which will include but not be limited to winching, uprighting of overturned commercial vehicles, towing and expeditious removal of all vehicles, as well as the expeditious removal of cargo and debris from the affected Roadways. The Extra Heavy Duty Towing and Recovery Services contractor shall be solely responsible for the removal of all such vehicles, cargo and debris. The scope of services for Extra Heavy Duty Towing and Recovery Services is more fully described in Appendix A.

Upon completion of this prequalification process, the Authority intends to solicit bids from towing companies who have been prequalified hereunder to perform Extra Heavy Duty Towing and Recovery Services (the "Services") on the Turnpike and from towing companies who have been prequalified hereunder to perform the Services on the Parkway within designated Zones (See Appendix A-1 for description of Zones on the Turnpike and Appendix A-2 for description of Zones on the Parkway). Upon successful completion of a subsequent bidding process(es), the Authority intends to award up to two (2) Extra Heavy Duty Towing and Recovery Services contracts in each of Zones A through E, and up to five (5) Extra Heavy Duty Towing and Recovery Services contracts in Zone F on the Turnpike and up to two (2) Extra Heavy Duty Towing and Recovery Services contracts in each Zone on the Garden State Parkway to the successful bidders (the "Contractors"), all as set forth on Appendices A-1 and A-2. The Authority reserves the right to change the number of contracts to be awarded as necessary in the exercise of its sole discretion. In the event the Authority determines that there is an insufficient number of Extra Heavy Duty Towing and Recovery Services companies that have been prequalified to bid and/or an insufficient number of bids received to enable the Authority to award a sufficient number of contracts per Zone as determined by the Authority, the Authority reserves the right to undertake the process for prequalification, solicitation and award of additional Extra Heavy Duty Towing and Recovery Services contract(s) at a later date. The Contractors for each Zone will be called upon to provide Services on a rotational basis. The contracts will commence on or about the date of award, and shall be for a term of five (5) years.

The facility from which the applicant operates the towing business including the main storage facility and administrative offices will be referred to as the "Garage Facility." The Garage Facility(s) must satisfy all the requirements set forth in Section III (D).

To offset administrative costs, as part of any contract to be awarded, the Contractors will be required to remit to the Authority on a monthly basis seven percent (7%) of gross receipts generated from the Services. "Gross Receipts" shall be defined as the following services: Towing rate (as set forth in N.J.A.C. 19:9-3.1); per hour fee for Specialized equipment, and fees for storage (N.J.A.C. 19:9-3.1) The rates charged by Contractors for the Services shall not exceed the rates set forth in N.J.A.C. 19:9-3.1 A copy of the applicable regulations is attached hereto as Appendix B.

Carefully read all sections of this Prequalification Application and respond where applicable. Return the completed Application with all attachments on or before 4:00 p.m. on Wednesday, January 7, 2009, to Andrea Ward, Director of Purchasing, New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey 07095 if by hand delivery, and to Ms. Ward's attention at the New Jersey Turnpike Authority, P. O. Box 5042, Woodbridge, New Jersey 07095-5042, if by mail. **Incomplete applications will not be considered.**

Applicants may request to be prequalified for more than one Zone. In order to do so, Applicant must complete and submit a separate Prequalification Application for each Zone.

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

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

If a towing contractor has two or more separate Garage Facilities in one Zone and two or more of the Garage Facilities are prequalified in that Zone, the towing contractor shall be awarded only one contract in the Zone if the Authority determines, in the exercise of its discretion, that this would be in the best interest of the operation of the Roadway. If a towing contractor has a Garage Facility located in one Zone and a separate Garage Facility located in another Zone and seeks to be prequalified in each Zone, each Garage Facility shall meet the requirements hereunder independent of the other; that is, there can be no sharing of equipment between Garage Facilities, but each shall meet the required minimums hereunder as to vehicles and equipment and all other criteria.

A towing contractor who currently holds a contract to provide Routine Towing and Emergency Services on the Garden State Parkway and/or to provide Routine Towing Services on the New Jersey Turnpike from a specific Garage Facility will not be disqualified from submitting a bid for award of a contract for Extra Heavy Duty Towing and Recovery Services using the same Garage Facility, if such contractor is prequalified pursuant to this process as set forth herein.

SECTION I

PREQUALIFICATION INSTRUCTIONS

1. The purpose of this document is only to prequalify towing contractors who wish to submit a bid for Services on the Roadways and shall not entitle any towing contractor to a contract to perform the Services. The Authority reserves the right to cancel or abandon this prequalification process if it determines that it would be in its best interest to do so.
2. All towing contractors interested in submitting bids to perform the Services shall submit a completed Prequalification Application hereunder. The Authority shall review the responses to the Prequalification Applications, and shall conduct the necessary inspections and interviews as required in the sole discretion of the Authority. The Authority reserves the right to request such additional information from towing contractors as may be deemed necessary and use same in the evaluation of the prequalification application submitted. Once the Authority has completed its review of the responses and has completed the inspections, the Authority will notify each Applicant as to whether it has been prequalified and is eligible to participate in the bid process.
3. a The Authority reserves the right to deny the Prequalification Application of any or all towing contractors if, in the Authority's sole opinion, the towing contractor(s) has failed to demonstrate the financial or operational capability to perform the Services. The Authority also reserves the right to deny prequalification to any or all towing contractors if they fail to meet any of the requirements set forth herein.
3. b Any prequalification Applicant who is denied prequalification status, or any prequalified towing contractor who is disqualified for any reason, shall be entitled to a hearing in accordance with the procedures set forth in N.J.A.C. 19:9-12. A copy of the Regulation is attached hereto as Appendix D.
4. The Authority will solicit bids for Services only after the Authority has finalized its review of all Prequalification Applications received, has made a decision regarding each application, and has notified all Applicants of the decision regarding the status of their application.
5. A mandatory conference will be held prior to the date for submission of the Prequalification Application.

THIS CONFERENCE WILL BE HELD ON:

DATE: Friday, November 14, 2008

TIME: 1:00 p.m.

AT: New Jersey Turnpike Authority

581 Main Street

Woodbridge, New Jersey

Authority Board Room – First Floor

All applicants for prequalification must be represented at the mandatory prequalification conference or he/she/it cannot participate in the prequalification process. Failure to attend this mandatory conference will result in rejection of the Prequalification Application and will disqualify the applicant from submitting a bid for the Services.

ATTENDEES MUST IDENTIFY ALL FACILITIES THEY REPRESENT.

SECTION II

EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES REQUIREMENTS

A. Towing Program

Contractors must be able to demonstrate to the satisfaction of the Authority that they are thoroughly qualified and experienced in extra heavy duty towing and recovery services on Interstate highways in New Jersey (I-80, I-280, I-287, I-295, I-195, I-78) and/or New Jersey Turnpike Authority roadways, and that their respective Garage Facility has the facilities, equipment, and personnel to perform the Services required by the Authority. If awarded a contract by the Authority, Contractor shall agree that the Services to be provided to the Authority will be given priority over any and all other contracts that Contractor may have with other public or private clients.

Set forth below is a general description of the Authority's Extra Heavy Duty Towing and Recovery Services program, including the minimum requirements for prequalification to submit a bid for the provision of Services, and the minimum requirements for the provision of Services under any contract awarded pursuant to a subsequent solicitation of bids by the Authority.

1. Only those towing contractors who are prequalified hereunder and are subsequently awarded a contract with the Authority will be authorized to provide Extra Heavy Duty Towing and Recovery Services on the Turnpike.
2. Contractors shall be required to provide Services to Authority-owned and leased vehicles both on and off the Turnpike as requested by the Authority.
3. Calls to Contractors for Services will be made on a rotational basis within each Zone, provided however, that the Authority reserves the right to call a Contractor out of rotation (that is, to skip over a Contractor and call upon the next in rotation) if the Authority determines that a Contractor is unable or unwilling to respond to a service call as required hereunder, or if an Emergency Situation, as defined herein, is declared. Additionally in the event of an Emergency Situation, the Authority reserves the right to call additional Contractors from inside or outside the Zone in which the emergency is declared. "Emergency Situation" may include but is not limited to (a) toll lane blockages, ramp blockages, interchange blockages and main line blockages arising out of or in anyway connected to accidents, disabled vehicles or other traffic-causing incidents; (b) adverse weather conditions; and (c) any other traffic circumstances that would tend to unduly hinder the ability of a Contractor to timely respond to a service call. The declaration of an "Emergency Situation" shall be within the Authority's discretion. It shall be the responsibility of the Authority's Executive Director or his designee and/or the New Jersey State Police to declare an "Emergency Situation."

In the event a Contractor receives a call for Extra Heavy Duty Towing and Recovery Services and the Authority determines that the incident/accident does not meet the criteria for an extra heavy duty accident, the Contractor will retain his spot in the rotation (Contractor will not be charged as an extra heavy duty incident and, therefore, not losing his spot on the rotation list).

4. Contractors shall provide Services 24 hours a day, seven days a week, except as may be otherwise provided herein. Priority must be given to the Turnpike and/or Parkway calls. A manager or equivalent designee must be available 24 hours a day. Contractors must have 24 hour dispatch; pagers or answering services are not acceptable. Failure or refusal to respond to a Turnpike and/or Parkway call will be considered a breach of contract and will be subject to disciplinary action.
5. Contractors must respond immediately to a call for service on the Roadways and arrive at the site of the disabled vehicle within twenty-five (25) minutes of the initial call while adhering to all traffic safety laws.
6. Contractors shall be responsible for coordinating with the Authority's Operations Department - Emergency Services Division for the training of all of Contractor's employees who will respond to the Authority's calls.. Training shall include, but not be limited to, safety, operation of equipment, communications and familiarization with the Roadways' designations, policies, procedures and regulations. Arrangements and instructions will be made by the Authority's Operations Department – Emergency Services Division for proper identification of Contractors' vehicles through the use of Authority decals and authorized garage registration numbers in accordance with N.J.S.A. 27:23-6.2. Contractors shall be responsible for knowledge of the Authority's procedures, policies, and regulations regarding Extra Heavy Duty Towing and Recovery Services as required by the Contract. Contractors who hold Routine Towing Services contracts on the Turnpike and/or Routine Towing and Emergency Services on the Parkway (collectively, "Routine Towing Services Contracts"), and their employees, will not be excused from training for Extra Heavy Duty Towing and Recovery Services by virtue of any training they received in connection with Routine Towing Services Contracts.
7. The towing rates to be charged by Contractor shall be the towing service charges bid by such Contractor, which shall not exceed the service charges established in N.J.A.C. 19:9-3. Toll fees for patron's vehicle are the responsibility of the patron. Contractor will be entitled to non-revenue passage within Contractor's Zone while providing Services in the performance of the Contract only.

Contractor must use its own E-ZPass account and will be entitled to reimbursement by the Authority for E-ZPass tolls paid while performing Services under the Contract, subject to presentation of appropriate documentation to, and verification by, the Authority.

The storage rates to be charged by Contractor shall be those storage rates established in N.J.A.C. 19:9-3.1(b).

Contractor shall not charge patrons a towing services charge that exceeds the towing service charge bid by the Contractor, and Contractor shall not charge patrons any fees

for Extra Heavy Duty Recovery and Towing Services other than those applicable fees that are expressly set forth in N.J.A.C. 19:9-3.1. It will be considered a material breach of the Contract if Contractor charges patrons any fees and charges other than those expressly authorized hereby. Attached as Appendix H is a list of services and “not to exceed charges” for services that are not set forth in the above regulations.

8. The Authority acknowledges that it does not regulate or otherwise set rates for repair services of the heavy duty vehicles (including tractor trailers and buses) that are the subject of this prequalification process; however, the Contractor shall agree that charges for such services will be fair and equitable to Turnpike and Parkway patrons. Contractor further agrees that these non-regulated charges shall be consistent with prevailing rates in New Jersey charged for similar services. Labor rates shall be clearly quoted and posted by Contractor for the patron’s inspection and convenience.
9. Because of the vulnerability of patrons in need of towing assistance on the Roadway, and their reliance on the Authority to provide quick and reliable service, Contractor must be dependable and well organized and demonstrate the kind of character and integrity required for Services of this nature. Contractor’s employees must be polite, maintain acceptable moral character and present a neat appearance at all times (conditions permitting) in a uniform that clearly identifies Contractor’s company name. All Garage Facilities must be neat, clean and orderly and must be well maintained. Contractor must be financially responsible and stable. Contractor’s employees must wear safety vests whenever they perform services on the Roadways. Safety vests shall meet the specifications in Appendix C.
10. Contractor shall maintain accurate records of all services performed on the Roadway. Such records are subject to audit by the Authority upon demand. In addition, Contractor must provide patrons with official receipts upon completion of Services. The Authority shall provide Contractor with a sample receipt form to be used by Contractor. A sample is included in Appendix F. It shall be Contractor’s responsibility to have official receipt forms printed for Contractor’s use. All receipts must be itemized and legible. Contractor must retain all receipts throughout the term of the Contract for Service and for two years thereafter.
11. Contractor must accept State of New Jersey payment vouchers for services rendered to State-owned or leased vehicles that become disabled on the Turnpike or the Garden State Parkway.
12. In accordance with N.J.A.C. 19:9-3.1(b), Contractor shall provide free storage for the first twenty-four (24) hours for all towed vehicles. Patron may retrieve towed vehicle(s) during the hours set forth in Paragraph 23 of this section. If Contractor’s Garage Facility is closed for any reason during these time periods, Contractor shall not charge patron additional storage fees.
13. As set forth in paragraph 7, above, Contractor shall not charge patrons any fees for Extra Heavy Duty Towing and Recovery Services other than those applicable fees that are expressly set forth in N.J.A.C. 19:9-3.1. The Authority reserves the right to approve and review all the charges related to hazardous material and administrative fees charged by the Contractor. It will be considered a material breach of contract if

Contractor charges patrons any fees and charges other than those expressly authorized hereby.

14. Contractor and its employees will not discriminate against any patron because of age, race, creed, color, national origin, ancestry, marital status, affectational/sexual orientation, or upon any other basis contrary to law.
15. Upon receipt of a complaint from a patron concerning an overcharge or other impermissible charge, the Authority will notify Contractor of the complaint and will undertake an investigation. If, after such investigation, the Authority substantiates and confirms the allegations of the complaint, the Authority will require Contractor to make immediate restitution to the patron. If Contractor refuses to do so, such refusal will be considered a material breach of contract.
16. At all times during the term of the contract, Contractor must operate from the Principal Garage Facility that has been prequalified hereunder and that is listed on the bid submitted by Contractor for the Services. If Contractor desires to move during the term of the contract, Contractor shall seek the Authority's prior written approval to perform the Services from Contractor's new facility address, which approval will not be unreasonably withheld. The new facility must adhere in all respects and satisfy all the requirements and conditions set forth in this Prequalification Application. The Authority shall perform an inspection of the proposed facility prior to approval being granted. Contractor's failure to receive prior written approval from the Authority may constitute a material breach of contract and be grounds for termination.
17. Contractor shall release vehicles to motorists without charge, except for those charges expressly permitted herein. At a minimum, Contractors shall be available to release vehicles to patrons Monday through Friday, between the hours of 8:00 a.m. and 6:00 p.m., Saturday, between the hours of 8:00 a.m. and 4:00 p.m. and Sunday, between the hours of 9:00 a.m. and 12:00 p.m. Patrons shall not be charged a storage fee for any day that the Garage Facility is closed.
18. Contractor shall be responsible to perform necessary clean up from an accident or removal scene where required. Said clean up will include sweeping the Roadway and removing all cargo, glass, debris, plastic and/or other parts and shall include the drying and removal of any oil, gas, or other materials, including those used for clean up, from the scene, on the Roadway or in the vicinity.
19. The determination of prequalification status will remain valid for one year from the date of notification of same. However, the Authority reserves the right to confirm and/or update information and to perform inspections of the garage facilities before the award of any contract pursuant to a subsequent solicitation of bids for Services.
20. If a trailer being pulled by a vehicle capable of transporting passengers in the cabin becomes disabled (the "Lead Vehicle"), the following procedure shall be implemented: Financial arrangements must be discussed and agreed to by the Tower and the Patron in order to insure that the Tower will be able to recover the cost for service. It is strongly suggested that the parties agree to a deposit in cash or credit to be applied to the final charge for the service. The Lead Vehicle will then be allowed to proceed to its final destination while the disabled trailer can be towed to the

appropriate Garage Facility. The financial arrangement reached by the parties will be subject to review and approval by the Authority. In the event that the Lead Vehicle has become disabled, the rules and regulations governing a regular tow will apply.

21. Each Contractor shall be required to maintain two (2) Nextel telephones, at a cost of \$39.99 per month per telephone. The Authority has determined that this form of communication is the most suitable for its purposes. The telephones will be purchased by the Authority and issued to each Contractor to ensure that all Contractors and/or their respective employees who respond to calls on the Turnpike and Parkway will have two-way communication capability with the Authority's Traffic Operations Center. After issuance of the telephones by the Authority, the monthly service charge of \$39.99 per telephone must be paid by each Contractor to the Authority at the same time as the monthly remittance of administrative fees. The Late Fee applicable to administrative fees will apply. The Nextel telephones shall remain the property of the Authority and must be surrendered at the termination of the towing contract or upon the Authority's request. It shall be the responsibility of each Contractor to insure that the telephones are properly secured and maintained at all times. In the event of loss or damage, the replacement cost will be borne by the Contractor.
22. Every Contractor and each of their employees who perform Services on the Roadways will be issued a photo ID clearly identifying each of them and their respective companies as authorized Roadway towing contractors. The photo ID shall be worn on the outside of clothing and must be clearly visible to all patrons. The Authority shall bear the cost of issuance of the photo IDs and they shall be the property of the Authority and must be surrendered to the Authority on demand, or upon termination of a contractor's employee from employment, or upon termination of the Contractor's contract with the Authority.

SECTION III

PREQUALIFICATION CRITERIA

IN ORDER TO PREQUALIFY TO SUBMIT A BID FOR EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES, CONTRACTOR MUST FULLY COMPLETE THE FOLLOWING QUESTIONNAIRE AND MUST MEET THE MINIMUM REQUIREMENTS DESCRIBED HEREIN.

THE AUTHORITY WILL PREQUALIFY ONLY THOSE CONTRACTORS THAT DEMONSTRATE THE FINANCIAL CAPABILITY, EXPERIENCE AND QUALIFICATIONS TO PERFORM EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES.

FAILURE TO COMPLETE ANY PORTION OF THE APPLICATION MAY RESULT IN A DENIAL OF YOUR PREQUALIFICATION APPLICATION.

PLEASE TYPE OR PRINT ALL RESPONSES.

A. Experience of Applicants/Personnel for Services

1. Applicant must have a minimum of five (5) years of extra heavy duty towing and recovery services experience on the following Interstate highways within New Jersey: I-80, I-280, I-287, I-295, I-195, I-78, as an approved extra heavy duty towing and recovery services provider for the New Jersey State Police, and/or five (5) years of such experience on the Authority Roadways as an approved extra duty towing and recovery services provider for the Turnpike Authority. Applicant must have completed at least seven (7) verifiable* extra heavy duty recoveries on the above-mentioned Interstates or Turnpike Authority Roadways within the past five (5) years. Extra heavy duty towing and recovery services experience for county, local or other law enforcement (other than the New Jersey State Police) will not be considered. At least three (3) of the five (5) years of extra heavy duty towing and recovery services experience must have been performed from the present location of Applicant's Principal Garage Facility. At the discretion of the Authority, the requirement of three (3) years of towing experience at present location may be satisfied by time spent at another location.

*As verification, Applicant shall provide the information required in subparagraph c,

below.

LIST THE NUMBER OF YEARS OF EXPERIENCE:

- a) YEARS AT PRESENT LOCATION _____
- b) YEARS OF EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES EXPERIENCE _____
- c) PLEASE SPECIFY THE NAME, LOCATION, DATES AND NATURE OF THE EXPERIENCE FOR ALL EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES PERFORMED ON INTERSTATE HIGHWAYS IN NEW JERSEY AND/OR THE NEW JERSEY TURNPIKE AUTHORITY: (Attach additional sheets if required. If additional sheets are attached, please identify the applicable page and section on the attachment.)

NAME OF ENTITY FOR
WHOM SERVICES PERFORMED

DATES:

INTERSTATES AND/OR
AUTHORITY ROADWAY

(Attach additional sheets if required. If additional sheets are attached, please identify page and Section on the attachment.)

HAS APPLICANT BEEN SUSPENDED, REMOVED OR BARRED FROM ANY TOWING LIST DURING THE LAST THREE YEARS?

Yes: _____ No: _____

IF YES, PLEASE INCLUDE A DETAILED EXPLANATION. Include the reasons for same, the specific towing list, the terms of the suspension, removal or bar and a contact person with full knowledge of same.

LIST SEVEN (7) MOST RECENT VERIFIABLE EXTRA HEAVY DUTY RECOVERIES UNDERTAKEN WITHIN THE LAST FIVE (5) YEARS. LIST THOSE RECOVERIES UNDERTAKEN ON NEW JERSEY INTERSTATES I-80, I-280, I-287, I-295, I-195, I-78 AND AUTHORITY ROADS ONLY. FOR EACH RECOVERY, INCLUDE A COPY OF THE INVOICE AND STATE BELOW FOR EACH RECOVERY, THE FOLLOWING MINIMUM INFORMATON: THE DATE AND TIME OF RECOVERY, LOCATION (NAME INTERSTATE OR AUTHORITY ROADWAY), TYPE OF ACCIDENT/VEHICLE INVOLVED, DESCRIPTION OF EQUIPMENT USED, NAME AND ADDRESS OF TRUCKING/BUS COMPANY VEHICLE OWNER, AND ALL CHARGES.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

FAILURE TO PROVIDE ALL OF THE REQUESTED INFORMATION REGARDING EACH RECOVERY MAY BE CAUSE FOR REJECTION.

c) ADDITIONALLY SUBMIT (1) A COPY OF NEW JERSEY STATE POLICE REPORT FOR EACH RECOVERY, (2) COPIES OF INVOICES FOR EACH RECOVERY LISTED AND NAME OF CONTACT PERSON, IF KNOWN, AT TRUCKING/BUS COMPANY VEHICLE OWNER.

d) SUBMIT REFERENCES FROM NEW JERSEY STATE POLICE STATION COMMANDER FOR EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES PROVIDED ON NEW JERSEY INTERSTATES

2. Equipment Operators: wrecker, crane, tow truck and recovery equipment operators (all employees associated with Extra Heavy Duty Towing and Recovery Services, both full and part-time employees) must possess a valid commercial driver's license free of restrictions, with endorsements as required by State and Federal laws. Equipment operators must be compliant with all licensing requirements of the State of New Jersey.

LIST NAMES OF EQUIPMENT OPERATORS, TOGETHER WITH THEIR RESPECTIVE YEARS OF EXPERIENCE ON NEW JERSEY INTERSTATES OR AUTHORITY ROADWAYS, AND ATTACH LEGIBLE COPIES OF EACH EMPLOYEES DRIVER'S LICENSE TO THIS PREQUALIFICATION APPLICATION. IDENTIFY THE APPLICABLE PAGE AND SECTION NUMBER ON THE ATTACHMENT

ONLY THOSE OPERATORS OF EQUIPMENT REQUIRING A COMMERCIAL DRIVER'S LICENSE WILL BE REQUIRED TO HAVE SAME

than the Parkway. Applicant must submit detailed driving directions to the Parkway from Applicant's garage facility. POSTED SPEED LIMITS MUST BE OBSERVED AT ALL TIMES.

(a) DISTANCE FROM GARAGE TO PARKWAY ENTRY: _____ MILES

(b) DESCRIBE THE ROUTE TRAVELED FROM THE GARAGE LOCATION TO THE SPECIFIED INTERCHANGE ENTRANCE WITHIN THE ZONE.

THE AUTHORITY WILL DETERMINE COMPLIANCE WITH SECTION B BY FOLLOWING DRIVING DIRECTIONS SUBMITTED BY THE APPLICANT.

C. Equipment for Extra Heavy Duty Towing Services

1. The Applicant shall have the required equipment to provide safe, expeditious and efficient removal of disabled vehicles from the Roadways. Equipment must be capable of safe and reliable operation on all roadways during the most severe weather conditions.
2. All equipment must be in excellent operating condition and well maintained both mechanically and aesthetically. In addition, the Applicant shall provide necessary manpower and equipment during Authority emergencies as required by the Authority. Only properly lettered and decaled vehicles (recovery equipment) will be allowed on the Roadway.
3. All towing and recovery equipment must be properly registered, insured, certified or permitted as per New Jersey Department of Motor Vehicle regulations, or other regulatory agencies (e.g. ICC). All towing and recovery vehicles must bear an Authority garage registration number as supplied by the Authority and in compliance with N.J.S.A. 27:23-6.2.
4. Requirements.
 - (a) Applicant must have: Four (4) minimum 35 ton capacity and higher fully hydraulic wreckers. One (1) 50 ton minimum capacity construction crane or 60 ton minimum rotator type tow truck may be substituted for a wrecker and at least one (1) of the wreckers must have a 50,000 lb. capacity underreach. (ALL WRECKERS MUST BE FULLY HYDRAULIC. ELECTRICAL OR MECHANICAL WRECKERS WILL NOT BE CONSIDERED).

- (b) Two (2) Landoll type hydraulic trailers with two (2) tractors; one of the Landoll type trailers must be 53 feet and capable of carrying all types of trucks and buses, which may be severely damaged. One (1) drop deck low boy trailer may be substituted for a Landoll type hydraulic trailer.
 - (c) One (1) standard 53 feet box trailer and one (1) refrigerated box trailer unit, minimum 48 feet. Applicant may satisfy the requirement for one (1) refrigerated box trailer, minimum 48 feet, through the use of an access Agreement, provided that the Applicant seeks and receives the Authority's prior written approval of the equipment and of the third party who will provide Applicant with access to the refrigerated box trailer. The agreement between the Applicant and the third-party providing access to the refrigerated box trailer must be in writing (the "Access Agreement-Equipment"). An acceptable form of Access Agreement-Equipment is attached hereto as Appendix G. A fully executed copy of the Access Agreement – Equipment must be submitted with this Prequalification Application and is subject to review and approval by the Authority.
 - (d) Two (2) standard flatbed tow trucks.
 - (e) One (1) heavy duty flatbed.
 - (f) One (1) general purpose heavy duty forklift minimum 5,000 lbs. capacity.
 - (g) One (1) wheel type bucket loader capable of reaching over the highest dump trailer (2 yard minimum bucket).
 - (h) Load rollers, pallet jacks, and miscellaneous load handling equipment.
 - (i) One (1) forty (40) yard roll-off dumpster or equivalent size dump truck/dump trailer.
 - (j) One (1) diesel or gasoline powered telescopic light trailer with a minimum of two (2) lights.
5. Towing and recovery vehicles must be equipped with dual mounted winching controls (or remote controls) and adequate safety equipment and tools including the following:
- (a) At least three advanced warning devices or flares of a type to be visible for a distance of not less than one thousand (1,000) feet from the disabled vehicle.
 - (b) Approved warning lights/devices, brake and light connections for towed vehicle and safety chains. Flashing amber light bars must be used at all times while servicing the vehicle and be visible for a distance of not less than one thousand (1,000) feet from the disabled vehicle. Strobes may only be used in combination with rotating amber or LED amber light bars.

- (c) Safety vests shall meet the ASI specifications for American National Standard for High Visibility Safety Apparel Class III.
 - (d) Shovels, brooms and other tools and equipment necessary for removing debris must be carried by garage personnel whenever they respond to a call on the Roadway. "Speedy dry" or its equivalent and fire extinguishers must be included as well.
 - (e) Each Contractor shall be required to maintain two (2) Nextel telephones, at a cost of \$39.99 per month per telephone. The Authority has determined that this form of communication is the most suitable for its purposes. The telephones will be purchased by the Authority and issued to each Contractor to ensure that all Contractors and/or their respective employees who respond to calls on the Turnpike and Parkway will have two-way communication capability with the Authority's Traffic Operations Center. After issuance of the telephones by the Authority, the monthly charge of \$39.99 per telephone must be paid by each Contractor to the Authority at the same time as the monthly remittance of administrative fees. The Late Fee applicable to administrative fees will apply. The Nextel telephones shall remain the property of the Authority and must be surrendered at the termination of the towing contract or upon the Authority's request. It shall be the responsibility of each Contractor to insure that the telephones are properly secured and maintained at all times. In the event of loss or damage, the replacement cost will be borne by the Contractor.
6. The requirements of Subsections 1-5 of this Section C Equipment for Extra Heavy Duty Towing and Recovery Services must be met throughout the duration of any contract awarded.. Failure to meet any of these requirements at any time during the duration of such contract may be considered a breach and result in disciplinary action, including termination of the contract..

DESCRIBE ALL EQUIPMENT. LIST NAME AND ADDRESS OF OWNER. INCLUDE A COPY OF VEHICLE REGISTRATION. LIST THE NUMBER OF THE FOLLOWING VEHICLES THAT ARE OWNED/LEASED BY APPLICANT FOR USE ON THE ROADWAYS:

TYPE OF VEHICLE	NO.OF VEHICLE(S)	VEHICLE REGISTRATION NUMBER	NAME AND ADDRESS OF OWNER
Hydraulic Wrecker, 35 ton capacity or greater	_____	_____	_____
Construction Crane, 50 ton capacity or greater	_____	_____	_____
Hydraulic Wrecker, 50,000 lbs. capacity underreach	_____	_____	_____

Rotator Type Tow Truck, 60 ton capacity or greater		
Landoll Type Hydraulic Trailer with Tractor, minimum 53 feet		
Landoll Type Hydraulic Trailer with Tractor		
Drop Deck Low Boy Trailer		
Standard Box Trailer, 53 feet		
Refrigerated Box Trailer Unit, minimum 48 feet		
Standard Flatbed Tow Trucks		
Heavy Duty Flatbed		
General Purpose Heavy Duty Forklift, minimum 5,000 lbs. capacity		
Wheel Type Bucket Loader, 2 yard minimum bucket		
40-yard dumpster		
OR		
Equivalent Dump Trucks or Dump Trailer		
Diesel or Gasoline Powered Telescopic Light Trailer with minimum of two lights		

Equipment listed hereunder shall meet all requirements set forth in this document, including, but not limited to, insurance and indemnification, equipment standards and response time.

D. Garage Facility

1. The Garage Facility must be neat, clean, orderly, and well-maintained. The Garage Facility must contain at least one (1) major permanent structure, and must contain at least one (1) clean and well-maintained restroom for patrons available 24 hours. There must be clean and comfortable administrative offices and waiting area for patrons with a public and/or private telephone available 24 hours for patrons' use. The restroom must have a working toilet, a sink with hot and cold water and with paper or mechanical means for drying hands. ALL PUBLIC AREAS MUST BE CLEAN, SANITARY AND IN GOOD REPAIR.

2. Applicant represents that the Garage Facility meets all applicable municipal, county and state codes and/or regulations. These include, but are not limited to, a) plumbing, b) electrical, c) fire, d) hazardous waste disposal, e) zoning requirements, f) parking, g) health, and h) fire prevention. Applicant must provide a copy of a certificate of occupancy and/or zoning certificate for garage facility.
3. Contractors will be required to have a garage facility with ample on-site secure storage for at least fifty (50) passenger vehicles, and five (5) tractor-trailers or buses. The garage facility must also be zoned accordingly to allow for these storage requirements. The storage area shall be fenced and lighted, with a locking gate or shall have 24-hour security patrol on site. The determination as to what measures provide adequate security shall be within the sole, reasonable discretion of the Authority.

Additionally, Applicant must be able to store one (1) 53 feet long trailer indoors for New Jersey State Police and/or County Prosecutor criminal investigations or other vehicle impounds.

Satellite (off-site) storage yards will not be considered. All storage must be at address listed on the Applicant's submitted Prequalification Application. Under no circumstances will patron's vehicles be stored on city streets or in an unsecured location.

Number of on-site secured storage spaces for passenger vehicles _____

Number of on-site secured storage spaces for tractor-trailer or buses _____

Number of on-site INDOOR storage spaces for 53 feet long trailer _____

ATTACH TO THIS SECTION PROOF THAT APPLICANT'S GARAGE FACILITY IS IN COMPLIANCE WITH CURRENT STATE/MUNICIPAL ZONING LAWS. (Certificate of Occupancy and/or Zoning Certificate)

E. Evidence of Financial Capacity

Applicant shall attach audited financial statements prepared and certified by a Certified Public Accountant for the most recent fiscal year. If a 2007 certified financial statement is not available, Applicant may attach a signed and filed copy of its most recent federal income tax return. This information is required to demonstrate that Applicant is financially capable of performing the Services upon which Applicant intends to bid. All information provided in response to this Section will be kept confidential.

Certified Financial Statement Attached Yes _____ No _____

OR

IRS Return Attached Yes _____ No _____

Applicant agrees to provide the Authority access to their credit history as well as any additional credit information if requested.

I. Client References

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Applicant shall attach a minimum of two but not more than three letters of reference from Applicant's clients, including the client's address, telephone number and contact person, and which describe the nature of services provided to client and the number of years such services have been provided to client. At least one of the letters must be from a New Jersey State Police Station Commander for extra heavy duty towing and recovery services performed by Applicant on a New Jersey Interstate ((I-80, I-280, I-287, I-295, I-195, I-78) within the past five (5) years (See Section III, A 1) e), above).

J. Garage and Equipment Inspection

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As a part of the Prequalification process, Applicant's equipment, facilities and employees will be subject to inspection by Authority personnel. Garage inspections provided for in this section will be unannounced. The Authority shall make only one inspection per garage facility as part of the Prequalification process. All equipment must be available for review at the time of the inspection. It is the responsibility of the Applicant to show to Authority personnel that the requirements of this Prequalification Application are satisfied within the garage facility. This means that the Applicant has the affirmative obligation at the time of inspection to insure that the inspectors are shown all facilities, equipment, tools and any other apparatus or miscellaneous provisions that Applicant deems necessary to demonstrate Applicant's compliance with these requirements.

Vehicle Inspections will be scheduled separately by Authority personnel or by the New Jersey State Police.

A vehicle must be leased by the Applicant through a bona fide company that leases this type of equipment. The Applicant must be shown on the registration as the owner or lessee. This requirement does not apply to Access Agreements for 48 feet refrigerated box trailers.

During the term of any contract a Contractor's facilities and equipment shall be subject to inspections at any time during the term of the contract, at the discretion of the Authority, to ensure that Contractor continues to meet all of the requirements set forth herein.

H. Code of Ethical Standards

Applicants are advised that the Authority has adopted the State of New Jersey Uniform Ethics Code, a copy of which is attached as Exhibit K. By submitting a response hereto, Applicant agrees to be subject to the Code.

I. Criminal Background Checks

Applicant hereby agrees that in the event it is determined to be a successful bidder and is awarded a contract, it will supply to the Authority any information, and will execute or have executed at the Authority's request any document(s) necessary to enable a criminal background check to be performed on its principals, shareholders and/or employees and to

have that information provided to the Authority. Applicant further agrees to insure that the necessary process is undertaken and completed. After the award of a contract, if it is determined by the Authority that a principal within his/her/its company/corporation or any employee or shareholder of his/her/its corporation shall have criminal record information existing on file in the Federal Bureau of Investigation, Identification Division, or in the State Bureau of Identification in the Division of State Police that violates the terms set forth below, the Contractor will immediately be given notice and five (5) days to take appropriate action as set forth by the Authority. In the event that the Authority requests that a principal/employee be disqualified from employment because of the reasons set forth herein, Applicant agrees to be bound by and conform to this request. Applicant understands and further agrees that failure to take the action set forth by the Authority will constitute a material breach of contract and may result in suspension or termination.

As used herein, shareholder means any owner or person in control of 10% or more of the shares of the corporation which is submitting the Prequalification Application or bid to provide Services. The Authority reserves the right to request this information and perform background checks as it deems necessary throughout the term of any Agreement.

Disqualification will be warranted if the criminal history record check reveals a conviction:

- (1) In New Jersey, of any crime or disorderly persons offense:
 - (a) involving danger to the person pursuant to N.J.S.A.2C:11-1 et seq., N.J.S.A.2C:12-1 et seq., N.J.S.A.2C:13-1 et seq., N.J.S.A.2C:14-1 et seq. or N.J.S.A.2C:15-1 et seq., or
 - (b) against the family, children or incompetents, pursuant to N.J.S.A.2C:24-1 et seq.; or
 - (c) involving a violation of any nature regarding work on any contract with the State, any State agency or any county or municipality for the provision of services similar to the services to be provided by this contract for which the Applicant submits this Prequalification Application and/or Bid.
- (2) In any other state or jurisdiction, for conduct which, if committed in New Jersey, would constitute any of the crimes or offenses included in paragraph (1) of this subsection.

Notwithstanding the above provisions, a principal/employee shall not be disqualified hereunder on the basis of any conviction disclosed by a criminal history record check if the individual has affirmatively demonstrated to the Authority clear and convincing evidence of his rehabilitation. In determining whether an individual has affirmatively demonstrated rehabilitation, the Authority shall consider:

- (1) The nature and responsibility of the individual's prospective position;
- (2) The nature and seriousness of the offense;
- (3) The circumstances under which the offense occurred;
- (4) The date of the offense;

- (5) The age of the principal/employee when the offense was committed;
- (6) Whether the offense was repeated;
- (7) Social conditions which may have contributed to the offense; and
- (8) Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received, acquisition of additional, academic or vocational education, successful participation in correctional work-release programs, or the recommendation of persons who have supervised the principal/employee.

DIVISION OF REVENUE REGISTRATION

Pursuant to the terms of N.J.S.A. 52:32-44, successful Contractors will be required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury. In addition, the successful Contractor is required to receive from any subcontractor it uses for goods and services under this contract, proof of valid business registration with the Division of Revenue. Any Contractor who has an Agreement with the Authority for Services shall not enter into an agreement with any subcontractor until the subcontractor has provided written proof of valid business registration. A Certificate of Registration shall be submitted by all prequalified Applicants at the time of submission of their respective bid proposals. Failure to include a Certificate of Registration with the bid proposal will result in a rejection of said bid. All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-1730. **See Exhibit J.**

SECTION IV

CHECKLIST AND EXHIBIT DOCUMENTS

CHECKLIST

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR APPLICATION ALONG WITH THE CHECKLIST ITSELF:

If checked,
required by NJTA

Check off as
Read, Signed &
Submitted

√		CHECK LIST	√
√	A.	AFFIRMATIVE ACTION INFORMATION SHEET	
√	B.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
√	C.	AFFIDAVIT OF MORAL INTEGRITY	
√	D.	PUBLIC LAW 2005, CHAPTER 51 (Formerly EO 134)	
√	E.	STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT	
√	F.	VENDOR DISCLOSURE FORM – EXECUTIVE ORDER 129	
√	G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
√	H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
√	I.	AFFIDAVIT OF NON-COLLUSION	
√	J.	NJ BUSINESS REGISTRATION CERTIFICATE	
√	K.	NJ UNIFORM ETHICS CODE	
√	L.	REQUIRED INSURANCE DOCUMENTS	

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

EXHIBIT A

AFFIRMATIVE ACTION INFORMATION SHEET

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

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

YES _____ NO _____

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

(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number _____

(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer 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 (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the NJTA'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 _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT B

**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 take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative 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 employee minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **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, 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 applicable 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 Contract Compliances & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to this contract do hereby agree that the provision of **N.J.S.A. 10:5-31 et seq.** dealing with discrimination in employment on Public Contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT C

AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

I, _____ the _____ (Pres., Vice Pres., Owner/Partner) of
_____ (Proposer), being first duly sworn, deposes and says:

1. That the _____ (Proposer) wishes its Proposal to be considered with respect to the Services outlined in this RFP as follows:

2. That the _____ (Proposer) wishes to demonstrate moral integrity in accordance with the Services to be rendered herein.

3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Proposer, or any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: (If none, so state):

4. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on contracts performed by it, except as follows: (If none, so state):

5. That any depository, Proposer or other agency named (herein or later) is hereby authorized to supply the Authority with any information necessary to verify any statement made in this Proposer's Affidavit of Moral Integrity.

6. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: (if none, so stated).

7. That the undersigned, being authorized to act on behalf of _____ Proposer, certified that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

8. That if a corporation, the Proposer _____ (is, is not) incorporated in the State of New Jersey. If not a New Jersey Corporation the Proposer _____ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from New Jersey Secretary of State).

9. That this Affidavit of Moral Integrity is made to induce the Authority to accept a Proposer as a qualified provider of the Services and be permitted to submit a response to the RFP knowing that the said New Jersey Turnpike relies upon the truth of the statements herein contained.

Proposer

Sworn and Subscribed to Before Me This

_____ Day of _____ 20__

Signature

Notary Public

Title
(Corporate Seal)

EXHIBIT D

**PUBLIC LAW 2005, CHAPTER 51
(FORMERLY EXECUTIVE ORDER 134)**

In order to safeguard the integrity of Authority procurement by imposing restrictions to insulate the award of Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134") Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract using this specification

B.1 Definitions

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

a) **Contribution** – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P L 1973, c. 83 (C.10:44A-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. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

h) **Business Entity** – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. *It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 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 or child, residing therewith.*

B.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (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 or holder of the public office of Governor, or to any State or county party 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 EO 134; (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 EO 134; or (viii) directly or indirectly, through or by any other person or means, commit any act which would subject that entity to the restrictions of EO 134.

**PUBLIC LAW 2005, CHAPTER 51
(FORMERLY EXECUTIVE ORDER 134)**

B.3 Certification and Disclosure Requirements

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, 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 contribution to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

Additionally, prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall 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 mean of N.J.S.A.19:44A-3(n) and N.J.A.C.19:25-1.7. Accordingly, the business entity shall submit with its bid proposal the Public Law 2005, Chapter 51 (formerly Executive Order 134) "Contractor Certification and Disclosure of Political Contributions" form attached hereto. A separate Certification and Disclosure is required for *each person and/or organization* defined above as a Business Entity. **Please note that more than one Certification and Disclosure may be required from your firm. Failure to submit the Certification and Disclosure(s) may be cause for rejection of the proposal.**

b) **Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A copy of the Continuing Disclosure of Political Contributions is attached hereto.**

B.4 State Treasurer Review

The State Treasurer or his/ her designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, **the State Treasurer shall disqualify the Business Entity from award of such contract.**

Instructions for Completing “Contractor Certification and Disclosure of Political Contributions” Forms

Who Should Sign and Submit Certification and Disclosure Forms

Public Law 2005, Chapter 51 requires submission of a Certification and Disclosure form from each Bidder with which the State intends to contract, as well as other related individuals or entities, depending upon the Bidder’s organizational structure. The following provides a summary of the most common requirements:

Where the Bidder is a corporation or other business organization:

Submit separate Certification and Disclosure forms for each of the following:

- The Bidder, certified by an officer or other authorized representative; AND
- All “Principals” of the Bidder’s Business Entity; namely, any individual or entity owning or controlling more than 10% of the Bidder’s Business Entity; AND
- Any subsidiary controlled by the Bidder’s Business Entity; AND
- Any Political Organization (as defined above, under “Business Entity”) controlled by the Bidder’s Business Entity.

Ownership Disclosure Forms

In order to determine whether all required “Principals” of the Bidder have submitted the necessary forms, the Bidder must submit a copy of an Ownership Disclosure form. This disclosure is required by statute – see N.J.S.A. 52:25-24.2. Generally, the contracting agency will provide the appropriate form to use for this purpose. Otherwise, please use the Ownership Disclosure form available at the Division of Purchase and Property’s website, at: <http://www.state.nj.us/treasury/purchase/forms/pbodf.pdf>.

ONE FORM may be used to submit compliance documentation on behalf of the Bidder *and* as a Principal (more than 10% owner) of the Bidder, as long as appropriate representatives have signed *both* in the space provided for signature on behalf of the company, as an officer or other authorized representative, *and* in the space provided for individual signature.

Where the Bidder is an individual (including a sole proprietor), not a corporation or other business organization:

Unless separate Certification and Disclosure forms are submitted, one Certification and Disclosure will be deemed to encompass all of the following persons or organizations:

- The Bidder; AND
- Any spouse or children of legal age, residing in the same household; AND
- Any Political Organization (as defined above) controlled by the Bidder’s Business Entity.



Instructions

Contract Certification and Disclosure of Political Contributions

Examples

Scenario One: Two individuals each own 50% of the Bidder: Three signatures are required—one on behalf of the Bidder and one by each individual owner of more than 10% of the Bidder. **NOTE:** If one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign the same form, in his or her individual capacity. However, the other Principal must sign and submit a separate Certification and Disclosure form. Accordingly, either two or three separate Certification and Disclosure forms will be submitted.

Scenario Two: An individual owns 100% of a Bidder: Two Signatures are required: the individual owner can submit one Certification and Disclosure form, provided he or she has signed in the space provided for signature on behalf of the bidder ("ARROW #2"> "Certification on behalf of a company or organization") and in the space provided for individual signature ("ARROW #3"> "Certification by an individual...").

Scenario Three: Four individuals and one corporation each own 20% of the Bidder: six signatures are required – one by each individual and corporate owner of more than 10% of the Bidder, and one on behalf of the Bidder. **NOTE:** As in Scenario One, above, if one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign the same form in his or her individual capacity.

Scenario Four: The Bidder is an individual, conducting business in his or her own name, or as a sole proprietorship: certification and disclosure by the Bidder applies to that person's spouse and/or legal age child living in the same household, unless separate certification and disclosure forms are submitted.

Additional scenarios are the subject of some of the Questions and Answers posted on the Division of Purchase and Property's website. Please refer to that site, at <http://www.state.nj.us/treasury/purchase/execorder134htm> for additional information, or to submit questions regarding the completion of Political Contribution Compliance (EO 134) forms.

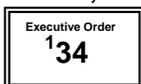
Continuing Disclosure Obligation

Pursuant to Public Law 2005, Chapter 51, all business entities which have been awarded a State contract on or after October 15, 2004, in an amount in excess of **\$17,500**, have a continuing obligation to disclose all Contributions made during the term of such contract.

Such disclosures are to be submitted by the business entity to the Agency or Agencies which awarded the applicable contract(s). The disclosures are to be made using the standard Certification and Disclosure form, which may be downloaded from the Division of Purchase and Property's website.

Public Law 2005, Chapter 51

Formerly:



Instructions

Contract Certification and Disclosure of Political Contributions

Agency Submission of Forms

The agency should submit the completed and signed Contractor Political Contribution Compliance (EO 134) and Ownership Disclosure forms, with an Executive Summary of Transaction form (available online at: http://www.state.nj.us/treasury/purchase/forms/eo134/dpo_134_esp.pdf), completed by the agency, to:

EO 134 Review Unit
P.O. Box 039
33 West State Street, 4th Floor
Trenton, New Jersey 08625

The agency should keep the original forms in its file, and submit copies to the EO 134 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134) (2004) may be submitted electronically through the website of the Department of the Treasury, Division of Purchase and Property, <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to questions are posted at the website, as are additional reference materials and forms.

Definitions:

“Chapter 51” – means Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).

“Business Entity” – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state of foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 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 or child, residing in the same household.

“Contribution”- means a contribution reportable by the recipient under the “New Jersey Campaign Contributions and Expenditures Reporting Act”, P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Contributions made prior to January 1, 2005 in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, contributions in excess of \$300 are deemed “reportable”.

References to **“Bidder”** include, but are not limited to, all entities which contemplate entering into a contractual relationship with the State, including vendors, potential vendors, contractors, consultants, sellers.



Solicitation No: _____ Vendor: _____

The Bidder (Vendor) should complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the using agency. Instructions for completing this form are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

Part I: Certification

I hereby certify as follows:

1. On or after October 15, 2004, the below named person or entity has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the Terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20. 13-20.25. superseding Executive Order 134 (2004)).
 - a) Within the 18 months immediately preceding the Solicitation (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public Office of Governor, or
 - (ii) Any State or county political party committee.
 - b) During the term of office of the current Governor (exclusive of any Contributions made Prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of the governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) Within the 18 months immediately prior to the first day of the term of office of the Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof

Formerly:

Executive Order
134

Vendor: _____

Part II: Disclosure

Following is the required disclosure of all Contributions made from October 15, 2004 through the date of signing of the Certificate and Disclosure to (i) any entity designated and organized as a "political organization" under 26 U.S.C.A. 527 that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1 or (ii) any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor, and any State or county political party committee. Such an entity is identified in the following chart as a "Committee."

#1

Name and Address of Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Currency, Check, Loan, in Kind	Donor
Indicate "none" if no Contributions were made. Attach additional pages if necessary.				

Certification on behalf of a COMPANY or organization:

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment. I certify that the firm has not made a contribution that would bar the award of a contract pursuant to Public Law 2005, Chapter 51 [N.J.S.A. 19:44A-20.13-20.25, Superseding Executive Order 134 (2004)].
NOTE: This certification will be in effect for two (2) years provided the ownership status does not change or additional contributions are not made. If there are any changes in the ownership of the entity affecting persons or organizations owning more than 10%, or additional contributions are made, a new set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this reporting responsibility and certifies that it will adhere to it.

#2

Name of Company or Organization: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

(check one) (A) The Company or Organization is the vendor, or (B) The Company or Organization is a principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the Bidder, or a Political Organization (e.g. PAC) control by the Bidder.

Certification by an individual —for use by the individual vendor, or as a Principal (more than 10% ownership or control) of the vendor, or as the spouse or child of the vendor: I certify that, to the best of my knowledge and belief, the foregoing statements by me are true.

I am aware that if any of the statements are willfully false, I am subject to punishment.
NOTE: This certification will be in effect for two (2) years provided the ownership status does not change or additional contributions are not made. If there are any changes in the ownership of the entity affecting persons or organizations owning more than 10%, or additional contributions are made, a new set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this reporting responsibility and certifies that it will adhere to it.

#3

Signed: _____

Print Name: _____ Date: _____

Note: A person may certify BOTH as an officer or authorized representative of the vendor, AND in his or her individual capacity, as a Principal of the vendor.



**EXECUTIVE SUMMARY OF PROCUREMENT
TO BE AWARDED**

The Agency must submit this form (or an approved substitute) for all procurements, together with:

- Certification and Disclosure required by Executive Order 134 – on Form DPP134–C&D: “Executive Order 134 Certification and Disclosure,” and
- Ownership Disclosure Form for the vendor selected for the intended award, in compliance with the Ownership Disclosure statute, N.J.S.A. 52:25-24.2, certified by the vendor within the past six (6) months.

Transaction Information	
Full Legal Name of Vendor:	_____
Solicitation, RFP or Contract No.:	_____
Award Amount:	_____
Description of Procurement:	_____
Duration of Procurement:	_____

Using Agency Contact Information	
Agency: <u>New Jersey Turnpike Authority</u>	
Name: Ms. Linda Cavanaugh – (732) 750-5300 x 8705	Email – Cavanaugh@turnpike.state.nj.us
Ms. Jackie Rooney - (732) 750-5300 x 8742	Email – Rooney@turnpike.state.nj.us
Cc: Mr. Warren Davis - (732)-750-5300 x 8618	Email – WaDavis@turnpike.state.nj.us
Ms. Regina Parker - (732)-750-5300 x 8633	Email - RParker@turnpike.state.nj.us
Mr. Joseph Novick, Esq. -(732)-750-5300 x 8719	Email – Novick@turnpike.State.nj.us

STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT

The undersigned firm name of Bidder, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	<u>Number of Shares of Stock Corporation or % of Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct _____.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

Vendor: Please complete and sign this form and return it to the Purchasing Department.

Revised: 4/3/06wed-7/15/08wed

EXHIBIT E

STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	Number of Shares of Stock Corporation or % of <u>Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT F

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

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

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

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

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

Contractor _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

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

Contractor: _____ Title: _____

EXHIBIT G

**NOTICE TO ALL PROPOSERS
SET-OFF FOR STTE TAX**

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

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

“I HAVE BEEN ADVISED OF THIS NOTICE.”

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT H

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

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

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF _____ :SS
COUNTY OF _____

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

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

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

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

Print Name: _____

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

Notary Public of _____

My Commission Expires: _____

EXHIBIT I
AFFIDAVIT OF NON-COLLUSION

STATE OF:

COUNTY OF:

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed contract; and that all statements in said Proposal are true.

2. The Proposer further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a contract to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

Subscribed and sworn to
before me this day
of , 20____.

EXHIBIT J

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-1730.

If you wish to file your application online, you may do so by visiting the following website:
<http://www.nj.gov/treasury/revenue/busregcert.htm>

EXHIBIT K

**NEW JERSEY UNIFORM ETHICS CODE
FOREWORD**

Pursuant to *N.J.S.A. 52:13D-23*, the State Ethics Commission has adopted this Uniform Ethics Code to govern and guide the conduct of State officers and employees and special State officers and employees in State agencies in the Executive branch of State Government.

The Uniform Ethics Code shall be the primary code of ethics for State agencies. It shall be supplemented by an agency code of ethics formulated with respect to the particular needs and problems of the agency to which said code is to apply. Each agency, in consultation with the Attorney General's Office, must review its enabling legislation to ensure that any agency specific conflicts provisions are included in any supplemental agency code. An agency code must be approved by the Commission.

TABLE OF CONTENTS

- I. DEFINITIONS
- II. GENERAL STANDARDS OF CONDUCT
- III. ACCEPTANCE OF GIFTS
- IV. ATTENDANCE AT EVENTS
- V. POLITICAL ACTIVITY
- VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS
- VII. OFFICIAL STATIONERY
- VIII. POST-EMPLOYMENT RESTRICTIONS
- IX. RECUSAL ON OFFICIAL MATTERS
- X. CONTRACTS
- XI. RETIREMENT GIFTS
- XII. COMPENSATION FOR PUBLISHED WORKS
- XIII. FAMILY MEMBERS – CONFLICTS OF INTEREST
- XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS
- XV. REPORTING COMPLAINTS
- XVI. PENALTIES

I. DEFINITIONS

As used in this Uniform Ethics Code, and unless a different meaning clearly appears from the context, the following terms shall have the following meanings.

“Commission” means the State Ethics Commission, established in but not of the Department of Law and Public Safety pursuant to *N.J.S.A. 52:13D-21*.

“Conflicts Law” means the New Jersey Conflicts of Interest Law, *N.J.S.A. 52:13D-12 et seq.*

“Ethics Liaison Officer” means the individual(s) designated by the agency head to assist the State Ethics Commission in implementing and enforcing the Conflicts Law and related ethics codes.

“Event” means a meeting, conference, seminar, speaking engagement, symposium, training course, ground-breaking, ribbon-cutting, meal, open house, cocktail party, fundraiser, holiday party, social function, or similar event that takes place away from the State official’s work location, is sponsored or co-sponsored by a supplier or a non-State government source and the invitation for which is extended to the State official because of his or her official position.

“Gift” means any fee, commission, service, compensation, gratuity, or other thing of value of any kind. If an item has more than a nominal monetary value, it will be characterized as a gift. A gift includes admission to an event for which a member of the general public would be charged, a meal, transportation, or offer of employment.

“Head of a State agency” means, in the case of the Executive branch of government, except with respect to interstate agencies, the department head or, if the agency is not assigned to a department, the Governor.

“Immediate Family Member” means an individual’s spouse, child, parent or sibling residing in the same household. *N.J.S.A. 52:13D-13(i)*.

“Interest” means (1) the ownership or control of more than 10% of the profits or assets of a firm, association, or partnership, or more than 10% of the stock in a corporation for profit other than a professional service corporation organized under the "Professional Service Corporation Act," P.L. 1969, c. 232 (C. 14A:17-1 et seq.); or (2) the ownership or control of more than 1% of the profits of a firm, association, or partnership, or more than 1% of the stock in any corporation, which is the holder of, or an applicant for, a casino license or in any holding or intermediary company with respect thereto, as defined by the “Casino Control Act,” P.L. 1977, c. 110 (C. 5:12-1 et seq.). The provisions of this act governing the conduct of individuals are applicable to shareholders, associates or professional employees of a professional service corporation regardless of the extent or amount of their shareholder interest in such a corporation.

“Interested party” means: 1. Any person, or employee, representative or agent thereof, who is or may reasonably be anticipated to be subject to the regulatory, licensing or supervisory authority

of the State official's agency; 2. Any supplier, or employee, representative or agent thereof; 3. Any organization that advocates or represents the positions of its members to the State official's agency; or 4. Any organization a majority of whose members are as described in paragraphs 1 through 3 above.

“Person” means any natural person, association or corporation.

“Published work” means any tangible medium of expression, including, but not limited to, literary, pictorial, graphic and sculptural matter; sound recordings; and software. *N.J.A.C.* 19:61-6.2.

“Relative,” as used in section XIII, means an individual’s spouse, and the individual’s or his/her spouse’s parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister, whether the relative is related to the individual or the individual’s spouse by blood, marriage or adoption.

“Special State officer or employee” means (1) any person holding an office or employment in a State agency, excluding an interstate agency, for which office or employment no compensation is authorized or provided by law, or no compensation other than a sum in reimbursement of expenses, whether payable per diem or per annum, is authorized or provided by law; (2) any person, not a member of the Legislature, holding a part-time elective or appointive office or employment in a State agency, excluding an interstate agency, or (3) any person appointed as a New Jersey member to an interstate agency the duties of which membership are not full-time.

“State agency” means any of the principal departments in the Executive branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, and, to the extent consistent with law, any interstate agency to which New Jersey is a party and any independent State authority, commission, instrumentality or agency. A county or municipality shall not be deemed an agency or instrumentality of the State.

"State officer or employee" means any person, other than a special State officer or employee (1) holding an office or employment in a State agency, excluding an interstate agency, other than a member of the Legislature or (2) appointed as a New Jersey member to an interstate agency.

“Supplier” means any person that is providing or is seeking to provide or may reasonably be expected to provide goods and/or services to the State officer or employee’s or special State officer or employee’s agency, including, but not limited to, consultants, vendors and lessors.

“Unclassified office or position” means any office or position in the unclassified service of the civil service of the Executive branch of State government.

II. GENERAL STANDARDS OF CONDUCT

It is essential that the conduct of public officials and employees shall hold the respect and confidence of the people. Public officials must, therefore, avoid conduct that is in violation of their public trust or that creates a justifiable impression among the public that such trust is being

violated. Accordingly, State officers and employees and special State officers and employees shall conform their conduct to the following standards.

1. No State officer or employee or special State officer or employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, which is in substantial conflict with the proper discharge of his/her duties in the public interest.
2. No State officer or employee or special State officer or employee should engage in any particular business, profession, trade or occupation which is subject to licensing or regulation by a specific agency of State Government without promptly filing notice of such activity with the Commission.
3. No State officer or employee or special State officer or employee should act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest that might reasonably be expected to impair his/her objectivity or independence of judgment.
4. No State officer or employee or special State officer or employee should knowingly act in any way that might reasonably be expected to create an impression or suspicion among the public having knowledge of his/her acts that he/she may be engaged in conduct violative of his trust as a State officer or employee or special State officer or employee.

Misuse of Official Position or Information

5. No State officer or employee or special State officer or employee should use or attempt to use his/her official position to secure unwarranted privileges or advantage for him/herself or others.
6. No State officer or employee or special State officer or employee, shall willfully disclose to any person, whether or not for pecuniary gain, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. No State officer or employee or special State officer or employee shall use for the purpose of pecuniary gain, whether directly or indirectly, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. Representation/Appearance Before a State Agency
7. No State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency. Nothing contained herein shall be deemed to prohibit any such partnership, firm or corporation from appearing on its own behalf.

8. No special State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before the particular office, bureau, board, council, commission, authority, agency, fund or system in which such special State officer or employee holds office or employment.

Nothing contained in this section shall be deemed to prohibit any State officer or employee or special State officer or employee from representing, appearing for or negotiating on behalf of, or agreeing to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any proceeding:

- i. Pending before any court of record of this State,
- ii. In regard to a claim for compensation arising under chapter 15 of Title 34 of the Revised Statutes (Workers' Compensation),
- iii. In connection with the determination or review of transfer inheritance or estate taxes,
- iv. In connection with the filing of corporate or other documents in the office of the Secretary of State,
- v. Before the Division on Civil Rights or any successor thereof,
- vi. Before the New Jersey State Board of Mediation or any successor thereof,
- vii. Before the New Jersey Public Employment Relations Commission or any successor thereof,
- viii. Before the Unsatisfied Claim and Judgment Fund Board or any successor thereof solely for the purpose of filing a notice of intention pursuant to P.L.1952, c.174, s.5 (C.39:6-65),or
- ix. Before any State agency on behalf of a county, municipality or school district, or any authority, agency or commission of any thereof except where the State is an adverse party in the proceeding and provided he is not holding any office or employment in the State agency in which any such proceeding is pending.

III. ACCEPTANCE OF GIFTS

No State officer or employee or special State officer or employee shall accept any gift, favor, service or other thing of value related in any way to the State official's public duties.

Upon the recommendation of the Special Counsel for Ethics Review and Compliance, the Commission has adopted a zero tolerance policy for acceptance of gifts. (See *Report of the Special Ethics Counsel to the Governor of the State of New Jersey*, dated March 14, 2005.) Accordingly, any gift that is offered to or received by a State officer or employee or special State officer or employee or, his/her spouse, immediate family member, partner or associate shall be immediately reported to the agency's Ethics Liaison Officer ("ELO"). Unless the State officer or employee or special State officer or employee is permitted to receive the gift or thing of value in accordance with the Commission's rules on attendance at events (see section IV), no State officer or employee or special State officer or employee or, his/her spouse, immediate family

member, partner or associate shall accept, either directly or indirectly, any gift, favor, service or other thing of value related in any way to the State official's public duties.

The exceptions to the zero tolerance rules for acceptance of gifts are set forth below.

- a. Unsolicited gifts or benefits of trivial or nominal value, such as complimentary articles offered to the public in general, and gifts received as a result of mass advertising mailings to the general business public may be retained by the recipient or the recipient's department for general use if such use does not create an impression of a conflict of interest or a violation of the public trust. The receipt of such complimentary articles is not required to be reported to the ELO.
- b. A State officer or employee or special State officer or employee may receive a gift, favor, service or other thing of value from a vendor under the same terms and conditions as are offered or made available to members of the general public.
- c. A State employee is permitted to give or receive a gift from a co-worker, a supervisor or a subordinate. The gift should not be excessive or inappropriate for a business environment. Such gift shall not be reported to the ELO.
- d. In accordance with *N.J.S.A. 52:13D-24*, gift provisions do not apply to the acceptance of contributions to the campaign of an announced candidate for elective public office.

The procedures for reporting receipt of a gift are set forth in Appendix A.

IV. ATTENDANCE AT EVENTS

Attendance at an event that is sponsored or co-sponsored by an entity other than the State must be approved by the agency's ELO.

A State employee must complete the form identified as "Request For Approval For Attendance At Event," prior to attendance.

A State employee shall not attend an event in his or her official capacity unless a legitimate State purpose will be served.

Costs associated with attendance at an event shall be paid or reimbursed in accordance with *N.J.S.A. 52:13D-24* and *N.J.A.C. 19:61-6.1* et seq.

A State employee is prohibited from accepting honoraria in connection with his/her attendance or participation at an event. *N.J.S.A. 52:13D-24*.

A State employee is prohibited from accepting entertainment, or reimbursement for entertainment, that is collateral to an event, such as a golf outing, tickets to a sporting event or a meal taken other than in a group setting with all attendees present.

The Commission's rules on attendance at an event and the form that must be completed prior to attendance at an event are set forth in Appendix B.

V. POLITICAL ACTIVITY

Upon giving notice to the agency ELO, a State employee may be involved in political activities unless:

1. the State employee is prohibited from such activities by State or federal statute or agency rule; or
2. the political activity conflicts with the employee's official duties.

Pursuant to *N.J.S.A. 52:13D-14* and *N.J.S.A. 52:13D-24*, a State employee may accept a contribution to the campaign of an announced candidate for elective public office provided the contribution is not known to be given in lieu of a payment that is prohibited by the Conflicts Law. Further, a State employee is subject to the Department of Personnel's Administrative Code provisions governing political activity, *N.J.A.C. 4A:10-1.2*. Note that a State employee is not permitted to serve as a campaign treasurer on any campaign that is subject to the jurisdiction of the Election Law Enforcement Commission.

The Commission's Guidelines on Political Activities and the provisions of *N.J.A.C. 4A:10-1.2* are set forth in Appendix C.

VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS

No State officer or employee or special State officer or employee should undertake any employment or service, whether compensated or not, which might reasonably be expected to impair his/her objectivity and independence of judgment in the exercise of his/her official duties.

A State officer or employee's participation in any service, activity or employment that is outside his/her official State duties may be prohibited by the Conflicts Law, other State or Federal law or regulation, or the code of ethics adopted by the employee's agency. Accordingly, a State officer or employee shall obtain the approval of the ELO prior to engaging in any of the following outside activities.

- a. Commencement of any business, trade, profession or other compensated employment, including the acceptance of compensation for a speech or published work;
- b. Uncompensated or volunteer work for or with any entity; or
- c. Holding office or title in the governing or advisory board of any entity.

Notwithstanding the requirement to disclose outside employment and activities, a State agency may exempt disclosure of specific kinds of outside employment or activities if the agency is satisfied that such activity or employment does not present a conflict of interest.

A State officer or employee is not permitted to hold employment with, hold an interest in, or represent, appear for, or negotiate on behalf of a holder of or applicant for a casino license unless the Commission grants a waiver. A waiver is granted in circumstances where it is determined by the Commission that such casino activity will not interfere with the

responsibilities of the State officer or employee and will not create a conflict of interest or the appearance of such conflict. A special State officer or employee is prohibited from holding an interest in or representing, appearing for or negotiating on behalf of a holder of or applicant for a casino license, or any holding or intermediary company with respect thereto, in connection with any matter. However, a special State officer or employee without responsibility for matters affecting casino activity may hold employment with a casino license holder or applicant and, if so employed, may hold an interest in or represent, appear for or negotiate on behalf of his/her casino employer. *N.J.S.A. 52:13D-17.2(b)*

All State officers and employees shall complete the Outside Activity Questionnaire attached to this document as Appendix D, in accordance with the procedures adopted by his/her agency. These procedures shall, at a minimum, require that each current employee complete the questionnaire and that each new employee complete the questionnaire upon commencement of employment with the agency. The procedures shall also require that a State officer or employee amend his/her Outside Activity Questionnaire whenever there is a change in the employee's outside activity or State employment. A State agency shall require disclosure of additional information regarding the outside activities of its employees as necessary to address the particular needs and problems of the agency.

The agency ELO shall review all outside activity questionnaires and determine whether the outside activity is permissible in accordance with the Conflicts Law, the Uniform Ethics Code, the agency code of ethics or any other authority. A State officer or employee may appeal an agency ELO's decision to disapprove an outside activity. Such appeal shall be submitted in writing to the Commission within 60 days of the employee's receipt of the agency's decision. The appeal shall cite the relevant section(s) of the Conflicts Law, Uniform Ethics Code, agency code of ethics or other authority which supports the position of the employee that such outside activity should be permitted.

Each State agency shall develop a Conflict of Interest questionnaire for special State officers and employees of that agency. Each State agency shall develop a process for the review and retention of both Outside Activity Questionnaires and Conflict of Interest Questionnaires.

The Commission's Guidelines Governing Outside Activities are set forth in Appendix E.

Blind Trusts

A blind trust may be used by a State officer or employee, a special State officer or employee, his/her spouse or domestic partner or dependent children to avoid conflicts situations caused by financial interests. The trust must conform to the standards set forth in the Blind Trust Guidelines, Appendix F.

VII. OFFICIAL STATIONERY

Official stationery shall be used only in connection with the State agency's official business. The limitations on use of official stationery also apply to personal stationery paid for

by an officer or employee if it is imprinted with the agency office or the title of the State officer or employee.

A State officer or employee or special State officer may not use official stationery to promote a candidate for elective office, endorse a State vendor or contractor, express a personal opinion on a matter that is not related to his/her official duties, or to promote his/her financial or other self-interest.

Exceptions: A State officer or employee or special State officer or employee may use official stationery to write a letter of recommendation for, or respond to an inquiry about, a current or former colleague or employee. These permissible uses are only acceptable so long as the use of official stationery does not create an impression that the State officer or employee is engaged in an unwarranted use of his/her position. For example, it would not be appropriate for a State employee to recommend an individual for inclusion in a program over which the State employee has supervisory or regulatory authority. In addition, there must be a reasonable connection between the officer's or employee's official duties and the use and purpose of the letter.

A State agency may not use official stationery to solicit a contribution from any interested party. Solicitation of any other entity must be reviewed and approved by the agency's ELO.

The Commission's Guidelines with respect to the use of official stationery are set forth in Appendix G.

VIII. POST-EMPLOYMENT RESTRICTIONS

Seeking Future Employment

State officers or employees who have direct and substantial contact with any interested parties must refrain from circulating resumes or in any manner seeking employment with those individuals or entities while still in State service. If an employee is solicited for potential employment by an entity with which he/she has direct and substantial contact, that solicitation must be disclosed immediately to the employee's management and to the agency's ELO. Employees who do not have direct and substantial contact with interested parties may circulate resumes and enter into discussions regarding potential employment with those individuals or entities so long as they avoid any situations that may give rise to an unwarranted advantage. All employees are cautioned that discussions, interviews, and negotiations shall not take place on State time.

Solicitation or discussion of employment with regulated entities, or their representatives, that have a specific cause, proceeding, application or other matter pending before the employee's agency is not permitted. There may be circumstances when solicitation or discussion of employment with respect to regulated entities, or their representatives, could be approved if no specific cause, proceeding, application or other matter is pending before the agency. These situations must be reviewed on a case-by-case basis before the employee proceeds with any job-seeking activities.

Lifetime Ban

At no time subsequent to the termination of his/her office or employment in any State agency may a former State officer or employee or special State officer or employee represent, appear for, negotiate on behalf of, or provide information or services not generally available to members of the public, or agree to perform any of those activities, for any party other than the State in connection with a specific cause, proceeding, application or matter with which the State officer or employee or special State officer or employee had been substantially and directly involved at any time during the course of his/her office or employment. *N.J.S.A. 52:13D-17*. This lifetime ban applies not only to the State officer or employee or special State officer or employee personally, but also to the partnership, firm or corporation under the following circumstances: (1) if the former State officer or employee or special State officer or employee is a shareholder, associate or professional employee of a firm organized as a professional service corporation or (2) if the former State officer or employee or special State officer or employee owns or controls more than 10% of the stock of a corporation or more than 10% of the profits or assets of a firm, association or partnership.

One-Year Ban – Certain State Officials

In accordance with the recommendation of the Special Counsel for Ethics Review and Compliance, a one-year ban on the activities described in this section shall apply to any head, deputy head or assistant head of any principal department, board, commission or authority, the Superintendent of State Police, the Governor's Chief of Staff, Chief of Management and Operations, Chief of Policy and Communications, Chief Counsel, Director of Communications, Policy Counselor, and any deputy or principal administrative assistant to any of the aforementioned members of the staff of the Office of the Governor. For one year after the termination of the State office or employment of any of the individuals noted above, he/she shall not represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of any person or party other than the State with or before any officer or employee of the State agency in which he/she served. The provisions of this subsection shall not apply to any partnership, firm or corporation in which he/she has an interest or is employed, or to any partner, officer, director or employee of such partnership, firm or corporation. Nothing contained in this section shall prohibit a State agency from contracting with a former State officer or employee to act on behalf of the State. In addition, the governor and each head of a principal department in the Executive branch are prohibited, for one year after the termination of office or employment, from registering as a "governmental affairs agent," as that term is defined in *N.J.S.A. 52:13C-20*. *N.J.S.A. 52:13C-21.4*.

Two-Year Casino Employment Restriction

N.J.S.A. 52:13D-17.2 sets forth post-employment restrictions applicable to State officers or employees subject to financial disclosure by law or executive order, and State officers or employees or special State officers or employees with responsibility for matters affecting casino activities.

Such persons are prohibited from holding, directly or indirectly, an interest in, or holding employment with, a casino licensee or applicant for a casino license for a period of two years following the termination of their State employment. In addition, such persons may not represent, appear for, or negotiate on behalf of a casino. This prohibition applies to any business entity in which the person holds an interest or is otherwise associated, including the officers or employees of such business entity. This prohibition applies to the person's immediate family members unless granted a waiver by the Commission. See Section XIV, below. *N.J.S.A. 52:13D-17.2(c)*.

Waivers

In accordance with *N.J.S.A. 52:13D-17.2*, the Commission may grant an exception from the above casino employment restrictions for a person's immediate family member or an employee who was terminated as a result of a reduction in force, (provided that the employee did not hold a policy-making management position during the five years prior to termination of employment) whenever it determines that such waiver will not create a conflict of interest or the appearance of a conflict of interest:

The Commission's Guidelines with respect to Post-Employment Restrictions are set forth in Appendix H.

IX. RECUSAL ON OFFICIAL MATTERS

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter that involves any private sector individual, association, corporation or other entity that employed or did business with the State officer or employee or special State officer or employee during the one year prior to the employee's commencement of State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she had any involvement in that matter, other than on behalf of the State, prior to commencement of his/her State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she has a financial or personal interest that is incompatible with the proper discharge of his/her public duties.

An incompatible personal or financial interest includes, but is not limited to, outside employment; a debtor/creditor relationship; a fiduciary relationship; a source of income; any matter pertaining to or involving a relative or cohabitant; a relationship with a person providing funds, goods or services without compensation; any matter pertaining to or involving a business associate or business investment; and a leadership role in a professional or trade organization, which interest might reasonably be expected to impair a State official's objectivity and independence of judgment in the exercise of his/her official duties or might reasonably be expected to create an impression or suspicion among the public having knowledge of his or her acts that he/she may be engaged in conduct violative of his/her trust as a State official.

Upon determining that a State official shall recuse him/herself on any matter, the State official shall execute the recusal in writing, and shall have no involvement with the subject matter of the recusal. If a State official cannot determine whether he/she should execute a letter of recusal in any matter, the State official shall contact his/her agency ELO or the Commission for guidance. A State official shall seek the advice of the State agency's counsel, agency ELO or the Commission as to the propriety of participation in a matter if any person requests that a State official recuse him/herself from that matter. Oral advice, followed up by a writing, shall be provided by the agency's counsel, the agency ELO or the Commission to avoid delay. Oral advice shall subsequently be memorialized by a writing or by inclusion in public minutes.

The Commission's regulations governing recusal, *N.J.A.C 19:61-7.1 et seq.*, which include the required elements for a written recusal, are set forth in Appendix I.

X. CONTRACTS

With few exceptions, a State employee may not enter into a contractual agreement with the State.

An agency head, deputy head or assistant head is prohibited from engaging in any private business transactions with any employee in his/her agency.

Limitation on contracting by State officer or employee

Pursuant to *N.J.S.A. 52:13D-19*, no State officer or employee shall knowingly undertake or execute, in whole or in part, any contract, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by any State agency. The exceptions to this prohibition are set forth below. As used in this section, State officer or employee also includes his or her partners, any other person for the use or benefit of the State employee or on his or her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

Limitation on contracting by special State officer or employee

Pursuant to *N.J.S.A. 52:13D-19*, no special State officer or employee who has duties or responsibilities in connection with the purchase or acquisition of property or services by the State agency where he/she is employed or an officer shall knowingly undertake or execute, in whole or in part, any contract, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by that State agency. The exceptions to this prohibition are set forth below. As used in this paragraph, special State officer or employee also includes his/her partners, any other person for the use or benefit of the special State employee or on his/her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

The restrictions contained above shall apply to the contracts of interstate agencies to the extent consistent with law only if the contract, agreement, sale or purchase is undertaken or executed by a New Jersey member to that agency or by his/her partners or a corporation in which he/she owns or controls more than 1% of the stock.

Permissible Contracts with the State

(1) With the prior approval of the Commission, a State officer or employee or special State officer or employee is permitted to enter into the following:

(a) purchases, contracts, agreements or sales which are made or let after public notice and competitive bidding or which, in accordance with public bidding laws or regulations applicable to other State agencies, may be made, negotiated or awarded without public advertising for bids, or

(b) any contract of insurance entered into by the Director of the Division of Purchase and Property pursuant to *N.J.S.A. 52:27B-62*.

(2) A State officer or employee or a special State officer or employee or his partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a contract or agreement with a State agency where the contract or agreement is for the development of scientific or technological discoveries or innovations in which the State agency has a property right, if the State agency has a procedure in its code of ethics for authorizing these contracts or agreements that minimizes actual conflicts of interest, and the code of ethics was approved in accordance with *N.J.S.A. 52:13D-23*, and the contract or agreement complies with that code procedure.

(3) A State officer or employee or a special State officer or employee or his/her partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a rental agreement with a State agency which operates a facility which rents space or provides services to assist small businesses which employ 50 people or less, pursuant to the same terms and conditions as those offered to members of the public generally.

Please note that the Commission has never approved a request by a State officer or employee, or special State officer or employee, to enter into a contract with his/her own agency.

The Commission's Guidelines on Privatization, set forth in Appendix J, are applicable to a State employee's participation in an open competitive bid process for the privatization of services currently being provided by his/her agency.

XI. RETIREMENT GIFTS

A gift can be given to a State employee upon his/her retirement from State service. There are specific limits to the value of a permissible retirement gift. A State employee shall refer to Appendix K for the provisions governing retirement gifts.

XII. COMPENSATION FOR PUBLISHED WORKS

A State officer or employee or special State officer or employee may not solicit, receive, or agree to receive, compensation from sources other than the State for published work(s) created as part of his/her official duties on State time and/or using State resources.

However, a State officer or employee or special State officer or employee, other than a “designated State officer,” (the Governor, cabinet-level officers and other principal administrative officers of the State) may, in connection with any service, advice, assistance, appearance, speech or other matter related to his/her official duties, receive or agree to receive, whether directly or indirectly, from sources other than the State, reasonable fees for published works on matters within his/her official duties not created on State time and/or using State resources.

In addition, a State officer or employee or special State officer or employee may accept compensation from sources other than the State for published work(s) on matters unrelated to his/her official duties created on his/her own time and with non-State resources.

Before agreeing to accept or accepting any compensation from a source other than the State for any published work, a State officer or employee or special State officer or employee must secure his/her State agency’s approval to do so.

In determining whether to grant such approval, the State agency shall consider, among other things, whether the compensation is offered by an interested party, and whether the published work uses or discloses information not generally available to the public. The determination shall be consistent with applicable law and agency policy.

No State officer or employee or special State officer or employee may use his/her official title in soliciting compensation for a published work.

The Commission’s Guidelines with respect to Published Works are set forth in Appendix L.

XIII. FAMILY MEMBERS - CONFLICTS OF INTEREST

- a. No relative of the Governor may be employed in any unclassified office or position within the State.
- b. No relative of a commissioner or department head may be employed in any unclassified office or position within the department over which the department head exercises authority.
- c. A relative of an assistant or deputy department head may be employed in an unclassified office or position within the department in which the assistant or deputy serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.

- d. A relative of a head or assistant head of a division within a department may be employed in an unclassified office or position within the department in which the division head or assistant division head serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.
- e. A relative of an appointed member of a governing or advisory body of an independent authority, board, commission, agency or instrumentality of the State may not be employed in any office or position in that entity.
- f. A relative of an appointed New Jersey member of a governing body of a bi-state or multi-state agency may not be employed in an office or position in that bi-state or multi-state agency, unless otherwise permitted by law.
- g. No State officer or employee or special State officer or employee may supervise his/her relative, or exercise any authority with regard to personnel actions involving his/her relative
- h. Each State agency shall require State officers and employees and special State officers and employees to disclose information sufficient for the agency to determine whether the employment of any individual within the agency is prohibited.

Cohabitation

The Commission has determined that the prohibition regarding personnel actions and the supervision of family members, set forth in paragraph 7 above, is applicable to non-related individuals who share the same household with the same financial interdependence that the Commission views as creating a conflict in spousal situations.

Dating Relationship

In the case of individuals involved in dating relationships, the Commission has found violations of the Conflicts Law in situations where the State employee had official involvement in a matter affecting the individual with whom he/she had a dating relationship. Accordingly, a State officer or employee or special State officer or employee shall not have any involvement in his/her official capacity in any matter that pertains to or involves an individual with whom he/she has a dating relationship.

The Commission’s guidelines with respect to “Official Interactions with Family Members/Cohabitants and Dating Relationships” is attached hereto as Exhibit M.

XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS

Concurrent Employment Restriction

An immediate family member of a State officer or employee, or of any “person,” as defined at *N.J.S.A.* 52:13D-17.2(a), may not hold directly or indirectly, an interest in, hold

employment with, or represent, appear for, or negotiate on behalf of a holder of, or applicant for, a casino license, or any holding or intermediate company with respect thereto.

However, an immediate family member of a State officer or employee or “person” may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the State officer or employee or “person” and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(b)*.

Post-Employment Restriction

An immediate family member of a “person,” as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold, directly or indirectly, an interest in, hold employment with, or represent, appear for, or negotiate on behalf of, any holder of, or applicant for, a casino license in connection with any phase of casino development permitting, licensure, or any other matter related to casino activity, for a period of two years following the termination of the office or employment of such person. However, an immediate family member of a “person” may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the “person” and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(c)(1)*.

Casino post-employment restrictions that apply to State officials defined as “persons” are noted in section VIII.

XV. REPORTING COMPLAINTS

Allegations that a State officer or employee or special State officer or employee has violated a provision of this Uniform Code, the Conflicts Law, the Commission’s rules, an agency code of ethics or any other standard within the jurisdiction of the Commission should be reported to the appropriate agency ELO or the Commission staff. Allegations should contain as much detailed information as possible and, if the complainant chooses to identify him/herself, should include contact information so that the ELO or Commission staff can obtain additional information if necessary. A complainant is not required to disclose his/her identity when reporting an alleged ethics violation.

XVI. PENALTIES

The Commission is empowered to impose the following penalties in accordance with specific provisions of the Conflicts Law. Note that violations committed by a former State officer or employee or special State officer or employee may be subject to penalties so long as the Commission’s investigation of same was initiated not later than two years following termination of service.

1. *N.J.S.A. 52:13D-17* provides that any person who willfully violates the general post-employment restrictions set forth in that provision is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for

violations occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found by the Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

2. *N.J.S.A. 52:13D-17.2(h)* provides that any person who willfully violates the casino-related post-employment restrictions set forth in Section 17.2 (c) is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for violations of Section 17.2(c) occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

3. *N.J.S.A. 52:13D-21(i)* provides that any current or former State officer or employee or special State officer or employee found guilty by the Commission of violating any provision of the Conflicts Law, the Uniform Ethics Code, or any agency code of ethics, shall be fined not less than \$500 nor more than \$10,000, and may be suspended from office or employment by order of the Commission for a period not to exceed one year. In addition, for violations occurring after March 15, 2006, the State Ethics Commission may also order restitution, demotion, censure or reprimand.

This subsection further provides that if the Commission finds that the conduct of the officer or employee constitutes a willful and continuous disregard of the provisions of the Conflicts Law, the Uniform Ethics Code or any agency code of ethics, it may order that person removed from office or employment and may further bar the person from holding any public office or employment in this State in any capacity whatsoever for a period not exceeding five years from the date on which the person was found guilty by the Commission.

This subsection further provides that the Commission may impose a penalty of \$50 per day of violation for failure to file an appropriate financial disclosure statement required to be submitted to the Commission by law, regulation or executive order.

(See penalty provisions set forth at *N.J.A.C. 19:61-3.1(j)* and *N.J.A.C. 19:61-5.6(c)*.) 4. *N.J.S.A. 52:13D-23(d)* provides that violations of the Uniform Ethics Code or any agency code of ethics shall be cause for removal, suspension, demotion or other disciplinary action by the State officer or agency having the power of removal or discipline. With respect to a person who is in the classified civil service, the procedure leading to such removal or discipline shall be governed by the Civil Service Act, *N.J.S.A. 11A:1-1 et seq.* and the Rules of the Department of Personnel. No action for removal or discipline shall be taken under this subsection except upon the referral or with the approval of the Commission.

5. *N.J.S.A. 52:13D-26* provides that any person who willfully induces or attempts to induce a State officer or employee or special State officer or employee to violate any of the provisions of the Conflicts Law is a disorderly person, and shall be subject to a fine not to exceed \$500 or imprisonment not to exceed 6 months, or both.

EXHIBIT L

Indemnification and Insurance Requirements

Prequalified Applicants who are determined to be the successful bidders shall be bound by the following Indemnification and Insurance Requirements:

Indemnification.

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

Insurance.

The Contractor shall procure and maintain at its own expense, for the entire term of the Contract, insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided. All insurance companies 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 Contractor shall furnish to the Authority a certificate or certificates of insurance together with declaration pages in form satisfactory to the Authority showing that it has complied with this Section. The certificate or certificates and declaration pages shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given the Authority. All certificates and notices of cancellation or change shall be mailed to: Deputy Executive Director - Administration, New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey 07095. Upon request, the Contractor shall furnish the Turnpike Authority with a certified copy of each policy itself, including the provision establishing premiums.

The types and minimum limits of insurance shall be:

(1) General or Garage Liability Insurance. The minimum limits of liability for this insurance shall be as follows:

- Bodily injury and property damage each occurrence \$2,000,000.00
(Combined Single Limit)
- Personal injury each occurrence \$2,000,000.00
- General Aggregate \$2,000,000.00

•	Products Aggregate	\$2,000,000.00
•	Fire Damage Legal Liability	\$1,000,000.00
•	Medical Payments	\$ 5,000.00

The above-required insurance shall name the New Jersey Turnpike Authority, its 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 comprehensive general liability policy. The insurance policy shall be endorsed to include Broad Form Property Damage, Contractor Liability, Products, Completed Operations, and Independent Contractors and XCU, if applicable.

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

\$2 Million Combined Single Limit of Liability for Bodily Injury or Property Damage.

The above-required Automobile Liability Insurance shall name the New Jersey Turnpike Authority, its officers, employees and agents as additional insureds.

- (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 to extend coverage to any state that may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of not less than \$1,000,000.00 for each accident.

- (4) Garagekeepers Liability Insurance. This insurance shall be issued in comprehensive form, including, but not limited to: fire, lightning, explosive, theft, windstorm, hail or earthquake, flood, mischief, vandalism, sinking, burning, collision or derailment of any conveyance transporting the covered vehicle for collision while the vehicle is in the care/custody of the Contractor. The limit shall be \$150,000.00 per vehicle subject to a deductible not less than \$500.00

The above-required Garagekeepers Liability Insurance shall name the New Jersey Turnpike Authority, its officers, employees and agents as additional insureds.

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

APPLICANTS FOR PREQUALIFICATION SHALL ATTACH EITHER A COPY OF INSURANCE CERTIFICATES INDICATING PROOF OF COMPLIANCE WITH THESE INSURANCE REQUIREMENTS OR A LETTER SIGNED BY A NEW JERSEY INSURANCE AGENT STATING THAT APPLICANT HAS CONSULTED WITH THE AGENT AND IS QUALIFIED TO SATISFY THE INSURANCE REQUIREMENTS IF AWARDED A CONTRACT.

APPENDIX A TO PREQUALIFICATION APPLICATION

SCOPE OF SERVICES – EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES

“EXTRA HEAVY DUTY TOWING AND RECOVERY SERVICES”

When a disabled vehicle, accident, or incident cannot be quickly resolved through the use of routine towing and recovery equipment and expertise, it will be necessary for the New Jersey Turnpike Authority to call upon its authorized Extra Heavy Duty Towing and Recovery Services contractors. Extra Heavy Duty Towing and Recovery is defined as the immediate, coordinated, professional response by authorized Extra Heavy Duty Towing and Recovery Services contractors to incidents that have occurred on the Roadway, causing or having the potential to cause serious and lengthy disruption to Roadway operations, specifically the normal flow of traffic. These incidents include, but are not limited to, large overturned commercial vehicles such as trucks, buses or spillage of product that requires the use of special heavy duty recovery equipment and expertise to resolve. Extra Heavy Duty Towing and Recovery Services contractors must provide service under critical time restraints and work under severe pressure in an effort to return the Roadway to normal operating conditions. Recovery equipment must be operated in a team response and coordinated effort, providing the utmost safety and care in the actual operation, which will include but not be limited to winching, uprighting of overturned commercial vehicles, towing and expeditious removal of all vehicles, as well as the expeditious removal of cargo and debris from the affected Roadways. The Extra Heavy Duty Towing and Recovery Services contractor shall be solely responsible for the removal of all such vehicles, cargo and debris.

Extra Heavy Duty Towing and Recovery Services contractors may be called upon, and shall be prepared to respond, under the following circumstances, by way of example but not limitation:

1. Tractor trailers
 - a. Overturned anywhere, empty or loaded.
 - b. Off the roadway, which are in danger of overturning during recovery.
 - c. Loaded or empty, involved in a fire, or have damaged or no tires, or are extensively demolished and require special heavy rigging/equipment for rapid removal.
 - d. That, due to damage, position or location, require the use of heavy duty equipment to remove quickly.
 - e. That are loaded with hazardous material or hazardous waste, which could be released during recovery operations.

2. Buses (full-size, 40’-45’)
 - a. Overturned anywhere.
 - b. Off the roadway, which are in danger of overturning during recovery.
 - c. Involved in a fire, or have damaged or no tires, or are extensively demolished and require special heavy duty rigging for rapid removal.
 - d. That, due to damage, position, or location, require the use of heavy duty equipment to remove quickly.

3. Trucks – Straight Body (cube vans, econoline-type vans, pickup trucks not included)
 - a. Overturned anywhere, empty or loaded.
 - b. Off the roadway, which are in danger of overturning during recovery.
 - c. Loaded or empty, involved in a fire, or have damaged or no tires, or are extensively demolished and require special heavy duty rigging for rapid removal.
 - d. That, due to damage, position or location, require the use of heavy duty equipment to remove quickly.
 - e. That are loaded with hazardous material or hazardous waste, which could be released during recovery operations.

The determination as to whether the services of an authorized Extra Heavy Duty Towing and Recovery Services contractor is required for any rotational call on the Roadway shall be within the sole discretion of the New Jersey Turnpike Authority and/or the New Jersey State Police.

APPENDIX A -1 TO PREQUALIFICATION APPLICATION

SERVICE PROVIDER LOCATIONS ON THE NEW JERSEY TURNPIKE

<u>Service Provider Location</u>	<u>Area of Responsibility</u>
Zone A	Interchange #1 - Interchange #2 Contracts to be solicited: 2
Zone B	Interchange #2 - Interchange #5 Contracts to be solicited: 2
Zone C	Interchange #5 - Interchange #8 Contracts to be solicited: 2
Zone D	Interchange #8 - Interchange #12 Contracts to be solicited: 2
Zone E	Interchange #12 - Interchange #15E Contracts to be solicited: 2
Zone F	Interchange #15E - Northern Terminus Contracts to be solicited: 5

APPENDIX A - 2 TO PREQUALIFICATION APPLICATION

SERVICE PROVIDER LOCATIONS ON THE GARDEN STATE PARKWAY

<u>Service Provider Location</u>	<u>Area of Responsibility</u>
Zone 1	So. Milepost – 0.00 to No. Milepost – 25.70 Contracts to be solicited: 1
Zone 2	So. Milepost – 25.70 to No. Milepost – 35.10 Contracts to be solicited: 1
Zone 3	So. Milepost – 35.10 to No. Milepost – 55.70 Contracts to be solicited: 1
Zone 4	So. Milepost – 55.70 to No. Milepost – 78.50 Contracts to be solicited: 1
Zone 5	So. Milepost – 78.50 to No. Milepost – 89.00 Contracts to be solicited: 1
Zone 6	So. Milepost – 89.00 to No. Milepost – 99.00 Contracts to be solicited: 1
Zone 7	So. Milepost – 99.00 to No. Milepost – 105.10 Contracts to be solicited: 1
Zone 8	So. Milepost – 105.10 to No. Milepost – 112.30 Contracts to be solicited: 1
Zone 9	So. Milepost – 112.30 to No. Milepost – 119.80 Contracts to be solicited: 1
Zone 10	So. Milepost – 119.80 to No. Milepost – 126.60 Contracts to be solicited: 1
Zone 11	So. Milepost – 126.60 to No. Milepost – 132.00 Contracts to be solicited: 1
Zone 12	So. Milepost – 132.00 to No. Milepost – 138.80 Contracts to be solicited: 1
Zone 13	So. Milepost – 138.80 to No. Milepost – 145.60 Contracts to be solicited: 1
Zone 14	So. Milepost – 145.60 to No. Milepost – 150.70 Contracts to be solicited: 1

Zone 15

So. Milepost – 150.70 to No. Milepost – 158.90
Contracts to be solicited: 1

Zone 16

So. Milepost – 158.90 to No. Milepost – 172.40
Contracts to be solicited: 1

APPENDIX B TO PREQUALIFICATION APPLICATION

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

19:9-3.1 Towing Rates

- (a) Towing rates charged by Authority-authorized companies on the Turnpike and Garden State Parkway, pursuant to contracts entered into after June 15, 2004, shall not exceed the following rates or such rates as may be approved and amended by the Commissioners from time to time, in accordance with P.L. 2003,c.79 (N.J.S.A.27:23-42(b)(7)) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq., and the rules on agency rulemaking N.J.A.C. 1:30:
1. Class 1 Vehicles (under 6,999 lbs. registered gross vehicle weight "GVW"):
 - i. Service charge of \$60.00; plus
 - ii. \$2.00 per mile on Turnpike and Garden State Parkway up to a maximum, including the service charge, of \$80.00.
 2. Other classes of Vehicles (7,000 lbs. and over registered GVW):
 - i. Service charge of \$100.00 for straight truck (up to 14,999 pounds gross vehicle weight), car with trailer, or trailer without car and \$250.00 for tractor-trailer or bus (15,000 pounds or more gross vehicle weight); plus
 - ii. \$3.00 per mile on Turnpike and Garden State Parkway up to a maximum, including the service charge, of \$130.00 for straight truck, car with trailer, or trailer without car and \$5.00 per mile for tractor-trailer or bus up to a maximum, including the service charge, of \$300.00; plus
 - iii. An additional charge of \$25.00 for connecting air lines and \$25.00 for connecting lights;
 - iv. An additional charge of \$45.00 for disconnecting drive shaft on all trucks;
 - v. An additional charge of \$40.00 per axle for removing axle; and
 - vi. Additional charge of \$45.00 for removing an air scoop.
 3. Winching and wrecking (all classes of vehicles):
 - i. \$60.00 per hour for a light wrecker;
 - ii. \$100.00 per hour for a heavy wrecker; and
 4. Specialized equipment:

- i. \$250.00 per hour for specialized equipment, including but not limited to Landoll Hydraulic Trailer with tractor, Oskosh, box trailer with tractor and driver.
- ii. \$450.00 per hour for Rotator 60-ton capacity and up, and for 50 ton construction crane.

(b) Storage rates charged by Authority-authorized companies pursuant to contracts entered into after June 15, 2004, shall not exceed the following rates or such rates as may be approved and amended by the Commissioners from time to time in accordance with P.L. 2003, c.79 (N.J.S.A. 27:23-42(b)(7)) or with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et. seq. and the rules on agency rulemaking, N.J.A.C. 1:30:

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

APPENDIX C TO PREQUALIFICATION APPLICATION

SAFETY VEST SPECIFICATIONS

Safety Vests shall meet the ANSI Specifications for American National Standard for High Visibility Safety Apparel Class III.

APPENDIX D TO PREQUALIFICATION APPLICATION

***NEW JERSEY TURNPIKE ADMINISTRATIVE CODE, N.J.A.C. 19:9-12
(PROCEDURE TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS)***

19:9-12 Procedure to resolve protested solicitations and awards

- (a) Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract or its prequalification status or classification may protest to the Authority. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Failure to file a timely protest shall bar any further action. The written protest shall set forth in detail the facts upon which the protestant bases its protest.
- (b) Upon the filing of a timely protest, the Authority's Executive Director or his or her designee shall have the authority to conduct a hearing, to settle and resolve a protest of an aggrieved bidder, offeror or contractor concerning the solicitation or award of a contract or its prequalification status or classification, with the Executive Director retaining authority for the final decision of the Authority. This authority shall be exercised in accordance with the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq.
- (c) If the protest is not resolved by mutual agreement, the Executive Director shall promptly issue a decision in writing. The decision shall state the determination made and reasons for the action taken. The decision shall be mailed or furnished promptly to the protestant and any other interested party.
- (d) A decision under subsection (c) above shall be final and conclusive, unless any person adversely affected by the decision commences an action in court.
- (e) In the event of a timely protest under (a) above, the Authority shall not proceed further with the solicitation, or with the award of the contract until the decision is rendered under subsection (c) above, or until the Executive Director after consultation with the Director of Administrative Services and Technology or Chief Engineer makes a written determination that the continued solicitation or award of the contract without delay is necessary to protect the interests of the Authority or the public.

APPENDIX E TO PREQUALIFICATION APPLICATION

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SEE ATTACHED RECEIPT

NEW JERSEY TURNPIKE AUTHORITY - New Jersey Turnpike Division					
Authorized Garage					Aid #
Date:	Time:	Milepost	State/ Plate #	Vin#	
Patron Name:		Vehicle Year	Make	Model	
Address			Telephone #		
(A) - Equipment rates regulated by the New Jersey Turnpike Authority.			(C) - Additional Equipment and Comments:		
EQUIPMENT	HRS.	TOTAL			
Heavy Duty Wreckers@ \$250.00/Hr.	_____	Price \$			
60 Ton Rotator@ \$450.00/Hr.	_____	Price \$			
50 Ton Const.Crane@ \$450.00/Hr.	_____	Price \$			
Landoll w/Tractor@ \$250.00/Hr.	_____	Price \$	(C) TOTAL ADDITIONAL EQUIPMENT CHARGES: \$		
Box Trailer w/Tractor@ \$250.00/Hr.	_____	Price \$	(D) - Labor Charges		
Light Duty Flatbed	_____	Price \$	LABOR TYPE	QTY.	RATE / HR.
Light Duty Tow Truck w/ Wheelift	_____	Price \$	LABOR TECHS:		HOURS
					PRICE
			Supervision:		Price \$
(A) TOTAL REGULATED EQUIPMENT CHARGES: \$					
(B) - Equipment rates NOT regulated by N.J.T.P.A					
Heavy Duty Flatbed	_____	Price \$	TOTAL LABOR CHARGES: \$		
Front End Loader:	_____	Price \$	(E) - Storage Rates		
Backhoe	_____	Price \$			
5,000+ High-low/Forklift	_____	Price \$	***First 24 Hours are FREE***		
Dump trucks / Trailer	_____	Price \$	Class 2 (up to 14 999 GVW) - \$75.00 per day x _____ days = _____		
Rolloffs YDS.	_____	Price \$	Class 3 (over 14 999 GVW) - \$150.00 per day x _____ days = _____		
Light tower	_____	Price \$	Buses - \$150.00 per day (E) TOTAL STORAGE CHARGES: \$		
Miscellaneous:	_____	Price \$	*** TOTAL CHARGES BREAKDOWN***		
Miscellaneous:	_____	Price \$	(A) - Regulated Equipment: Price _____		
Miscellaneous:	_____	Price \$	(B) - NON-Regulated Equipment: Price _____		
			(C) - Additional Equipment: Price _____		
			(D) - Labor: Price _____		
			(E) - Storage: Price _____		
(B) TOTAL NON-REGULATED EQUIPMENT CHARGES: \$					
Paid By	CASH	CREDIT CARD	Subtotal \$		
OTHER PAYMENT:			Tax \$		
Credit Card #(last 4 digits)			Patron Signature:		
Total Charges \$					
<p>Please call with any questions or concerns regarding your heavy duty recovery. N J Turnpike (732) 442-8600 ext 5180</p>					

APPENDIX G TO PREQUALIFICATION APPLICATION

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into this ____ day of _____, 200__, by and between _____ [EQUIPMENT OWNER] with its principal place of business at _____ [insert address] (hereinafter, "Grantor") and _____ [TOWING COMPANY] with its principal place of business at _____ [insert address] (hereinafter, "Grantee"), (the Grantor and Grantee are collectively referred to as the "Parties").

WITNESSETH

In consideration of the mutual benefits to be derived from this Access Agreement, the Parties agree as follows:

1. Grantor agrees that Grantee shall have the right to enter the Grantor's property at _____ (the "Property") to access the equipment set forth in Paragraph 3 hereof.
2. Grantor shall provide Grantee access to Grantor's Property and the equipment set forth in Paragraph 3 below, twenty-four (24) hours per day, seven (7) days per week.
3. Grantor shall provide such entry to the Property to permit Grantee to access, for Grantee's off-site use [Applicant must describe here the equipment that is subject to this Access Agreement, which must be only the equipment expressly permitted under this Prequalification Application to be furnished through the use of an Access Agreement:

_____ (hereinafter, the "Equipment").

4. Grantor acknowledges and agrees that Grantee will use the Equipment to perform a contract, if awarded to Grantee by the New Jersey Turnpike Authority, for Extra Heavy Duty Towing and Recovery Services (the "Towing Contract").

5. Grantor acknowledges and agrees that the Equipment that is the subject of this Access Agreement must be properly registered, insured, certified and/or permitted as required by the New Jersey Department of Motor Vehicle regulations, or other applicable regulatory agencies. All Equipment must bear a New Jersey Turnpike Authority garage registration number as supplied by the New Jersey Turnpike Authority and in compliance with N.J.S.A. 27:23-6.2.

6. Grantor acknowledges and agrees that the Equipment will be subject to inspection by New Jersey Turnpike Authority personnel. Grantor agrees to provide New Jersey Turnpike Authority personnel with access to the Property and Equipment at any time during the term of this Access and Use Agreement.

7. The term of this Agreement shall commence on the date that Grantee is awarded a Towing Contract, if at all, by the New Jersey Turnpike Authority and shall remain in force and effect throughout the term of the Towing Contract.

8. Grantor and Grantee agree that performance under this Access Agreement will comply with all applicable local, State and Federal laws and regulations, with generally-accepted industry standards, and with the requirements of Grantee's Prequalification Application to the New Jersey Turnpike Authority.

9. All correspondence relating to this Agreement shall be forwarded by telecopy (with hard copy to follow) to the Parties as follows:

To Grantor:

To Grantee:

cc to: Director of Purchasing
New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, New Jersey 07095-5042

10. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

11. This Agreement contains the entire agreement between the Parties pertaining to the subject matter herein.

12. No agent, employee, or other representative of either party is empowered to alter or amend any of the terms of this Access Agreement, unless such alteration or amendment is in writing and has been signed by an authorized representative of each of the Parties, and subject to the written consent of the New Jersey Turnpike Authority. This provision cannot be orally waived.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year set forth above.

Grantor

_____ By: _____

Grantee

_____ By: _____

APPENDIX H TO PREQUALIFICATION APPLICATION

LIST OF SERVICES AND “NOT TO EXCEED CHARGES” FOR SERVICES NOT SET FORTH IN THE AUTHORITY’S REGULATIONS

SEE ATTACHED WEIGHTED BID ITEMS

Weighted Bid Items

Bid Items	Bid Weight	Bid not to exceed
Heavy Duty Wreckers	60%	\$250.00 per hr.
Landoll w/ Tractor	20%	\$250.00 per hr.
Relief Box Truck	10%	\$250.00 per hr.
Supervisor (Wreck Master)	5%	\$150.00 per hr.
Tech Labor (Driver, rigger)	5%	\$100.00 per hr

Non-Bid Items

Houlrly Rates Capped

	Charge not to exceed
60 Ton Rotator	\$450.00 per hr.
50 Ton Construction Crane	\$450.00 per hr.
Light Duty Flatbed	\$60.00 per hr.
Light Duty Tow Truck w/ Wheel lift	\$60.00 per hr.
Relief Refridgerated Tractor Trailer	\$300.00 per hr.
Tractor only	\$200.00 per hr.
Heavy Duty Flatbed	\$250.00 per hr.
Service Truck	\$250.00 per hr.
Front End Loader (2 yd. minimum bucket)	\$250.00 per hr.
Bob Cat / Skid Steer	\$250.00 per hr.
Fork Lift (5,000 lbs. minimum capacity)	\$250.00 per hr.
Backhoe	\$250.00 per hr.
Dump Truck	\$250.00 per hr.
Dump Trailer w/ Tractor	\$250.00 per hr.
Roll Off Container (40 yard)+ disposal fee	\$250.00 per hr.
Light Tower (2 light minimum)	\$150.00 per hr.
Manual Labor	\$75.00 per hr.

Non-Bid Items Flat Fee Capped

	Charge not to exceed
Pallet Jacks	\$200.00 flat fee
Rollers (Offload)	\$200.00 flat fee