

BID SOLICITATION NOTICE

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

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

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

TITLE: **SPECIALTY WELDING GASES**

BID NO: **RM-118304**

DUE DATE: **11/04/2015**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

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

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

REQUEST FOR BID

TITLE: **SPECIALTY WELDING GASES**

BID NO: **RM-118304**

DUE DATE: **11/04/2015**

TIME: **11:00 AM**

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

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

Please Print

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

OTHER (SPECIFY) _____

SECTION I

A. INTRODUCTION

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

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

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

B. BIDDER GUIDELINES/CHECKLIST

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

1. The Request of Bid (“RFB”), including specifications and related bid documents (“Bids”) must be received at or before the due date and time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Late Bids will be returned unopened. Telephone or facsimile Bids will not be accepted.
2. **The entity submitting a Bid (“Bidder”) must provide one original and one copy of the Bid.** The Bid must include all price information. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All Bid prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the Bidder.
5. The Bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:
 - (a) Bid Bond or Cashier’s Check for 10% of the amount Bid or a Letter of Surety
 - (b) Stockholder/Partnership Disclosure Statement
7. See the Authority’s Instruction to Bidders for a complete list of the Authority’s standard contract Terms and Conditions, as well as required forms that must be included with the Bid (**SEE ATTACHED**).

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

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

SECTION II

A. INTENTION

1. Sealed Bids for **RM-118304** must be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main Street, Woodbridge, New Jersey 07095-5042, by the due date and time stated on the cover page of this “RFB” at which time and place said Bid will be opened and read in public.
2. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of the Public Bids. **Please be advised that using an overnight/next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any Bid not being received by the required date and time.**
3. It is the intention of the Authority to issue a purchase order or notice of award for a price agreement for the procurement of **SPECIALTY WELDING GASES**.
4. Items purchased under this contract will be delivered as directed by the Authority.
5. The term of the contract shall be for “one year with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
6. Please contact CHRISTINE NOBLE with any questions regarding this procurement contract at noble@turnpike.state.nj.us or 732-750-5300 ext. 8623.

B. BID SHEET INSTRUCTIONS

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

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

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

C. BASIS OF AWARD

1. **Bidders must supply a price for every item listed. Bids not having a price for all listed items may be rejected.**
2. **Bidders must quote only one price per line item. If a Bidder quotes multiple prices per line item, the Bid may be rejected.**
3. The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities.
4. All items are to be Bid FOB Destination. All shipping, handling, and other costs should be considered in the Bid price.
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsive Bidder for the total line items Bid.

D. MISCELLANEOUS

1. Delivery Date _____
(Insert if applicable)
2. Payment Terms: The Authority’s standard payment terms are Net 30 days. Prompt payment discounts may be offered and must be a minimum of 10 days.

Discount: Maximum time period _____
Percentage _____

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

BID QUOTATION SHEET

ITEM NO.	QUAN.	UOM	DESCRIPTION	PRICE PER UOM	TOTAL PRICE
1.	40	CYLINDER	30 LB. PROPANE	\$	\$
2.	40	CYLINDER	20 LB. PROPANE	\$	\$
3.	40	CYLINDER	100 LB. LIQUID PROPAN	\$	\$
4.	40	CYLINDER	100 LB. PROPANE	\$	\$
5.	40	CYLINDER	40 LB. PROPANE	\$	\$
6.	40	CYLINDER	33 LB. PROPANE	\$	\$
7.	40	CYLINDER	20 LB. OXYGEN	\$	\$
8.	40	CYLINDER	250 CF. OXYGEN	\$	\$
9.	40	CYLINDER	ACEMC 10 CF. ACETYLENE	\$	\$
10.	40	CYLINDER	ACEMED W S ACETYLENE	\$	\$
11.	40	CYLINDER	ACE 4.5 CF. ACETYLENE	\$	\$
12.	40	CYLINDER	ACE 150 CF. ACETYLENE	\$	\$
13.	40	CYLINDER	40 CF. PRESCO ACETYLENE	\$	\$
14.	40	CYLINDER	NIT 50 NITROGEN	\$	\$
15.	40	CYLINDER	304 CF. NITROGEN	\$	\$
16.	40	CYLINDER	330 CF. NITROGEN	\$	\$
17.	40	CYLINDER	330 CF. ARGON	\$	\$
18.	40	CYLINDER	ARG 139 ARGON	\$	\$

19.	40	CYLINDER	75 ARGON/25 CO2 – 375 CF. ARGON MIX	\$	\$
20.	40	CYLINDER	75 ARGON/25 CO2 – 150 CF. ARGON MIX	\$	\$
21.	40	CYLINDER	HELIUM, ARGON AND CO2 – 380 CF. TRI MIX	\$	\$
22.	40	CYLINDER	30 MAPP GAS	\$	\$
23.	40	CYLINDER	30 LB. PROPANE GAS	\$	\$
24.	40	CYLINDER	REBUILD GAUGES	\$	\$
25.	40	CYLINDER	REBUILD TORCHES	\$	\$
26.	40	CYLINDER	DEMURRAGE RENTAL FOR VENDOR CYLINDER	\$	\$
27.	40	CYLINDER	LOST/DAMAGED CYLINDER (MAXIMUM COST)	\$	\$
28.	40	CYLINDER	124 CF. OXYGEN	\$	\$
Total Price					\$

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO NOBLE@TURNPIKE.STATE.NJ.US NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

NEW JERSEY TURNPIKE AUTHORITY

 Andrea E. Ward
 Director, PMM Department

 Name of Company / Authorized Signature of Bidder

E.SIGNATURE PAGE

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

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

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

2. **BID IRREVOCABLE:** This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this Bid except in those instances where an unsuccessful Bidder has filed a bid protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a protest, Bidders are required to hold their prices for an additional 90 days. All Bidders will be notified in writing of the action taken by the Authority.
3. **OFFER/CERTIFICATION:** The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this Bid with full authority so to do; and that all statements contained in this Bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

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

4. **AUTHORIZED SIGNATURE:** _____

Print Name and Title: _____

Bidder: _____

Address: _____

City, State, Zip: _____

E-mail address _____

Telephone #: _____ Fax: _____

Date: # _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: R-118304

PROPOSAL TITLE: SPECIALTY WELDING GASES

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

Name of Company _____

Reason you did not respond (Check all that apply)

- Cannot supply product or service
- Cannot meet technical specifications
- Cannot meet delivery specifications
- Cannot meet legal requirements
(i.e. Bid/performance/security/insurance, etc.)
- Cannot provide a competitive price at this time
- Interested in receiving specifications for informational purposes only
- Insufficient lead time to respond
- Other:(please be specific) _____

Do you wish to remain on our mailing list?

Yes No

Additional comments: _____

Signed :(optional) _____

Company: _____

SPECIFICATIONS

GENERAL:

This specification was prepared for the purpose of entering into a contract for furnishing various specialty and industrial compressed gases.

Authority contact regarding this contract after an award is made shall be the following:

Primary Contact

Terence McKinney
Property Inspector
TMC Building
Woodbridge, NJ 07095
732-442-8600 Ext. 2873

Secondary Contact

Dale Jones
Equipment Manager
TMC Building
Woodbridge, NJ 07095
732-442-8600 Ext. 2866

CONDITIONS:

During the period of the contract, no change is permitted in any of its conditions and specifications unless the vendor receives written approval from the Director of PMM. The Authority reserves the right to bid individual requirements separate from any contract resulting from this bid when deemed in its best interest. All prices/discounts are firm. FOB destination and no subject to increase during the period of the contract.

CATALOGS AND PRICE LISTS:

The successful vendor is required to forward additional copies of identical price lists to contract participants on request. Failure to do so may result in cancellation of the contract.

DELIVERY:

Vendor must be able to service and deliver to the locations being bid. It is required that delivery of requested product be within a 24 hour period. Circumstances may exist wherein a 48 hour period may be allowed with prior approval. The Vendor shall be prepared to make delivery as indicated. Should it not be possible to accomplish deliveries within the authorized time after receipt of order, the Authority shall be advised immediately so as to permit purchase from another source. The difference between the actual cost incurred and the price of the non-performing Vendor will be deducted from any monies due to the non performing vendor. There will be no back orders.

LOCATIONS OF DELIVERY:

TURNPIKE

Northern Division
14 Port Street
Newark, NJ 07114

Central Shop
Interchange 8
Highstown, NJ 08520

Southern Division
200 Mount Laurel Rd.
Mt. Laurel, NJ 08054

PARKWAY

Northern Division:

Paramus Maintenance	m/p 165 SB Entrance at 501 from Rd.
Clifton Maintenance	m/p 156.2 NB
Bloomfield State Police	m/p 153.3 NB
Union Maintenance	m/p 142.8 NB

Central Shop:

Clark maintenance	m/p 136.7 SB
Woodbridge Motor Pool	m/p 129.0 RT 9 off exit 129
Telegraph Hill Maintenance	m/p 116 exit 116
Holmdel State Police	m/p 116 exit 116

Southern Division:

Herbert Ville Maintenance	m/p 94.3 SB
Pleasant Plains State Police	m/p 83.8 Center Median
Ocean Maintenance	m/p 67.7 NB
Bass River State Police	m/p 52.8 Center Median
Whitehorse Maintenance	m/p 41.1 SB
Avalon State Police	m/p 14 SB
Swainton Maintenance	m/p 13.9 SB

DELIVERY INSTRUCTIONS:

Normal Shipments shall be 40 cylinders. Partial shipments will be completed by the vendor when requested by the Authority. Inspection and acceptance of shipments shall be conducted by the Authority personnel. Empty cylinders will be picked up in conjunction with delivery, (one for one). Request for pick-ups will be made by phone. Vendor will reconcile cylinder inventory with the Authority at a minimum of six month intervals.

TRANSITIONAL PERIOD:

When services are terminated by contract expiration and no new contract exists or a new/different vendor is awarded this contract, it shall be incumbent upon the current/previous vendor to continue service until a new vendors equipment is completely operational. The vendor will be reimbursed for this service at the prior contract rate schedule.

FOREIGN PRODUCT:

Vendor must indicate country of origin of any foreign product offered at the time a bid submission.

BILLING:

Bills, invoices and credits memos should be mailed to the address given on the purchase order.

SPECIFICATIONS:

All gases covered in the contract must be of the quality specified and certified standard submitted when requested. All applicable gases covered in this agreement must meet U.S.P Standards and Specifications and be so labeled, (2.12, 2.12-B.5) SDS sheet.

Cylinders are to be equipped with a cap to protect the cylinder valve. All cylinders to meet U.S. Department of Transportation (DOT) applicable specifications. Each cylinder shall have a stamped cylinder identification number and also where pertinent, a sticker indicating the concentration of gas contained therein.

SPECIAL CONDITIONS:

Pertinent rental/demurrage charges are indicated in this bid. Rent/demurrage, if any will be charged on the first day of the month after the cylinder is received. Rent/demurrage will be charge only on those containers on hand. Tank rental must be included in the bidding process.

The Authority will pay the vendor for the loss or damage to any cylinder resulting from lack of ordinary care while in the custody of the Authority provided that in no case this charge exceeds the amount which the vendor has authorized as sales price for such cylinder. The successful vendor will be required to reconcile cylinder inventory with all accounts every six months. If the vendor fails to approach and resolve the discrepancy, the Authority records will govern.

