

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. 8632 Fax - 732-750-5399

TITLE: **REPAIR OF TOLL VAULT LIDS FOR THE GARDEN STATE PARKWAY**

BID NO: **RM-109440**

DUE DATE: **8-14-14**

TIME: **11:00 AM**

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

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

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

FAX NO

WE HAVE DOWNLOADED THE BID FROM THE AUTHORITY WEBSITE

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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 in Iran
8. Bidder must sign Bid
 9. Three year Open Option Clause

SECTION II

A. INTENTION

1. Sealed Bids for RM-109440 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: REPAIR OF TOLL VAULT LIDS FOR THE GARDEN STATE PARKWAY.
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 John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 x 8632 or jparmigiani@turnpike.state.nj.us

B. BID SHEET INSTRUCTIONS

1. Bidders must follow all instructions in this RFB and in the Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this RFB (collectively, “Bid Documents”).
2. Bidders must examine the bid documents carefully before bidding and must ask the Director of Procurement and Materials Management Department (“PMM”) in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. If necessary, an interpretation or correction to the specifications shall be issued by the Director of PMM in response to inquiries and/or addendum shall be faxed to Bidders who have obtained the Bid Documents. Upon the issuing of an addendum, the addendum shall become part of the bid documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.**
3. Written requests can be submitted by FAX at 732-750-5399.
4. 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.

TO ALL BIDDERS:

Bidders must include pick-up and delivery of all Toll Vault Lids for Repair and or Modification. The pick-up of units will be at the Raritan South Toll Plaza. The Authority will have approximately 100 repairs at each pick up. The quantities may vary depending on the volume of traffic for the time of year; summer months may have a higher volume of repair and in the fall months there may be a smaller volume of repairs.

Price must also include any parts necessary to ensure proper working condition. If awarded, the bidder will be able to order appropriate stock of parts. **The Estimated Contract Value is \$60,000.** The Authority is not guaranteeing this amount and will purchase services as the Authority deems necessary.

Once the Item to be repaired has been picked up from its location, it must be returned within 15 calendar days, unless otherwise approved by Authority personnel in proper working condition.

If any bidder would like an emailed copy of the drawings, please contact John J. Parmigiani at 732-750-5300 x 8632 or by email: jparmigiani@turnpike.state.nj.us (A “CD” of drawings is also available upon request). A sample will be available for viewing by appointment only.

The Authority will not be responsible for any costs incurred for any tolls while traveling on the Garden State Parkway.

BID QUOTATION SHEET

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL DOLLAR AMOUNT
1	1,500	Each	Repair and or Modification of Toll Vault Lids on the Garden State Parkway.(Price to include Pick Up and Delivery)	\$	\$

DRAWINGS AVAILABLE UPON REQUEST

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

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

NEW JERSEY TURNPIKE AUTHORITY

Andrea E. Ward
Director, PMM Department

_____/_____
Name of Company / Authorized Signature of Bidder

E. SIGNATURE PAGE

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

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

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

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

4. **AUTHORIZED SIGNATURE:** _____

Print Name and Title: _____

Bidder: _____

Address: _____

City, State, Zip: _____

E-mail address _____

Telephone #: _____ Fax: _____

Date: # _____

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-109440

PROPOSAL TITLE: REPAIR OF TOLL VAULT LIDS FOR THE GARDEN STATE PARKWAY

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

Name of Company _____

Reason you did not respond (Check all that apply)

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

Do you wish to remain on our mailing list?

Yes No

Additional comments: _____

Signed :(optional) _____

Company: _____

New Jersey Turnpike Authority

DRAFT CONTRACT

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the services specified in this contract in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Order and terminate one (1) year therefrom, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from, and to make payment of all or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of the Contractor or of its subcontractors or of the officers, agents and employees of the Authority), resulting from any act or omission or from the willful misconduct of the Contractor or of any of its officers, agents, employees or subcontractors or of the Authority, its officers, agents, and employees, in any manner related to the subject matter of this Agreement. Any money due to the Contractor under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Sheri Czajkowski
Secretary

BY _____
Joseph W. Mrozek
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name
Title

BY _____
Name
Title

[Corporate Seal]