

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: **HANDS-FREE SMART PHONE APP**

BID NO: **RM-119323**

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

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: **HANDS-FREE SMART PHONE APP**

BID NO: **RM-119323**

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

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
 9. **A Pre-Bid Conference will be held ----- at the New Jersey Turnpike Authority, 581 Main Street, Woodbridge, New Jersey 07095.**

10. **Product Testing:** Prior to the award of contract, the apparent low bidder will be required to demonstrate the capabilities of its hands free smart Phone app (“Product”) using the Authority and New Jersey Department of Transportation data feeds which can be accessed by visiting <http://data.xcm.org> to the satisfaction of applicable Authority personnel. The bidders’ product will be evaluated based on the technical specifications stated herein. The proposed product will be tested for approximately two weeks. Failure to comply with the technical specifications may result in rejection of the bid. If the product is rejected for failure to meet the technical specifications, the Authority will then proceed with testing the product of the next low bidder.

SECTION II

A. INTENTION

1. Sealed Bids for **RM-119323** 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: **HANDS-FREE SMART PHONE APP.**
4. The term of the contract shall be for “two years with the option to extend for two additional one-year terms at the Authority’s discretion and the vendor’s concurrence”.
5. 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.** 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.
5. The Bidder shall not attach conditions, limitations or provisos to their Bid, except in cases where "exceptions" are permitted.
6. **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 line item. Bids not having a price for all line items listed their bid 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.
3. Contract Bond: The successful bidder will be required to provide a contract bond as stated in the specifications and **(if awarded) 10% of contract amount.**

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: # _____

REQUEST FOR QUOTATION

ITEM	DESCRIPTION	TOTAL
1	INSTALLATION, WITH TWO-YEARS OF HOSTING, MAINTENANCE, AND LICENSING OF A "HANDS-FREE" AND "EYES-FREE" "SMART PHONE APP" AS PER ATTACHED SPECIFICATIONS	\$

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

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

NEW JERSEY TURNPIKE AUTHORITY

AUTHORIZED SIGNATURE

Name of Company and / Authorized Signature of Bidder

SECTION III

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-119323

PROPOSAL TITLE: HANDS-FREE SMART PHONE APP

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

SPECIFICATIONS

HANDS-FREE, EYES-FREE PHONE APP

The New Jersey Turnpike Authority (the Authority) intends to procure the installation and two years of hosting, maintenance and licensing of a “hands-free” and “eyes-free” smartphone Application (“App”) that automatically extracts active travel advisories from existing Authority and New Jersey Department of Transportation (NJDOT) data feeds, constructs appropriate audio advisories, and presents same to drivers that are near or approaching a reported travel condition. The successful vendor would be responsible for their own access to the existing data feed (<http://data.xcm.org/>) and for parsing or reformatting the data so that it will work with the App. The proposed App must have the following attributes:

1. The App must be both hands-free and eyes-free. The App, once started prior to the beginning of a trip, must require absolutely no driver interaction. All advisories and messages must be audibly broadcast in an entirely automatic manner, with no further manipulation or viewing of the device by the driver.
2. The App must not require any sort of registration or subscription for use.
3. The driver must be able to use the phone normally while the App is running.
4. The App must be “location-aware”, providing alerts relevant to the driver’s current location and necessary latitude/longitude and mile-marker mappings, direction of travel.
5. Each advisory within the driver’s notification radius must be broadcast once to each device. Updates to received advisories will be broadcast as they are generated.
6. The Authority must have the capability of easily broadcasting certain messages, such as safety messages, to all users regardless of their location, or to all users within a certain geographical area.
7. The App must accommodate sponsorship. This accommodation must include the capability to incorporate sponsor logos or banners on the device screen as well as prepending and/or appending sponsorship messages to the audio messages broadcast. Different messages from different sponsors must be able to be displayed and/or broadcast depending of the location of the device. Frequency of broadcast must be easily configurable. Ad playback counts and statistics must be available.

8. All use of the App must be entirely anonymous.
9. The App shall be compatible with current and immediate previous versions of the Apple iPhone and the Android Operating Systems. In addition, updated versions of the App must be deployed within 45 days of release a new Operating System for either platform.
10. Anonymous probe data must be returned by the App and be available to the Authority in both raw format and on a web-based map display. The Authority must need no special internal software to view the data.
11. User settings must be available to control types of alerts to be received, roadway selections, directional sensitivity, reporting distance ranges, frequency and repetition of advisories, and phone-call interruption. The App must provide Authority defined defaults for user settings.
12. The Authority must be able to specify screen colors, logos, and other aesthetic features for the App.
13. Certain interactive features must be available to the driver if enabled at the Authority's discretion. Such features include lists of emergency telephone numbers that can be "clicked" and dialed, camera images and maps of in-range advisories.
14. The App must be cloud-based and hosting must be managed by the vendor. It must be highly and automatically scalable to accommodate high volume usage during peak periods or emergency situations. All processing of data and sound file / pronunciation dictionary management must be server-side.
15. The App must accept existing Authority and NJDOT data feeds which will include latitude, longitude, and a unique alert identifier. The App must recognize changes in alert status (initial/update/final) and deploy messages accordingly.
16. With proper agreements in place, the App must be able to access and broadcast advisory data from other agencies that are using the same platform. Drivers should be able to cross state lines and continue to receive location specific alerts from participating agencies.
17. Usage statistics must be available through a web-based interface.

18. Should the vendor be provided with latitude/longitude and associated mile-marker/interchange mapping, the App must:

- a. provide and broadcast directional advisories where appropriate
- b. provide calculated direction of travel (roadway direction as opposed to compass heading)
- c. distance to or from the
 - i. nearest mile-marker
 - ii. last mile-marker
 - iii. next mile-marker

19. A web-based App must be provided to allow manual insertion and management of advisories that are to be broadcast by the app. This web interface must include:

- a. Authority/agency logon
- b. Ability to add, update, auto populate and auto-expire manually entered advisories.
- c. Ability to automatically tag the advisory location with the correct latitude and longitude by using a map interface
- d. Ability to alternatively tag the advisory location by entering a roadway mile-marker or interchange when provided and appropriate
- e. Ability to customize with agency-specific advisory / incident types
- f. Ability to preview the audio compilation before submitting the advisory to the data feed.

20. Transmission of usage statistics discussed in attributes 17 as an XML feed complying with an Authority provided schema.

NEW JERSEY TURNPIKE AUTHORITY

DRAFT AGREEMENT
FOR

HANDS-FREE SMART PHONE APP

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 _____ from Authority Facilities, 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 Agreement and terminate two (2) years there-from, 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 make payment of all proper charges for labor and materials required in the aforementioned work, and to defend, if so directed by the Authority, and to indemnify and save harmless the Authority, its officers, employees and agents against and from all damages and liabilities, threatened, pending or completed actions, proceedings or suits of every kind and all costs incurred in the defense, settlement or satisfaction thereof (including attorney's fees and court costs), including damages and liabilities, actions, proceedings, suits, costs, claims and judgments of officers, employees or agents of the Contractor and of his subcontractors, and all damages, liabilities, actions, proceedings, suits costs, claims or judgments to which the Authority or any of its officers, employees, or agents may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or the acts or omissions, whether negligent or not, of the Contractor, its officers, employees, or agents, servants, and subcontractors; or of the Authority, its officers, employees and agents, or of third persons, or through any improper or defective machinery, implements or appliances used in the Project; and he shall further defend it, so directed by the Authority, indemnify and save harmless the Authority, its officers, employees and agents from all damages, liabilities, actions, proceedings, suits, costs, claims or judgment of any kind, which may be brought or instituted by any subcontractor, material man, or laborer who has performed work or furnished materials in or about the Project or by, or on account of, any claims or amount recovered for any infringement or patent, trademark or copyright. Any such money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the Authority may be retained by the Authority and held until such suits, proceedings, actions, claims or amounts shall have been settled, and suitable evidence to that effect furnished to the Authority. The obligations of this paragraph shall survive the expiration, termination, or rescission of this Contract

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the 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 Ann Czajkowski
Secretary to the Authority

BY _____
Joseph W. Mrozek
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name
Title

BY _____
Name
Title

[Corporate Seal]