

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDERS MAY EITHER DOWNLOAD THE REQUEST FOR BIDS (“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: **REPAIR AND MAINTENANCE OF SECURITY GATES**
BID NO: **RM-122398**
DUE DATE: **March 31, 2016**
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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(TO BE COMPLETED BY THE BIDDER)**

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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 for Bids (“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. Bidders may attend an **optional site inspection** on March 23, 2016 at 10:00AM. (see Page 7). **Bidders must contact Richard Bava @ 732-750-5300 x-8636 by 3/22 to confirm attendance.**
6. If checked this RFB requires the following mandatory document(s) or the Bid **will** be rejected:

- (a) Bid Bond or Cashier’s Check, 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 (**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



SECTION II

A. INTENTION

1. Sealed Bids for **RM-122398** 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 **REPAIR AND MAINTENANCE OF SECURITY GATES.**
4. 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”.
5. Items purchased under this contract will be delivered as directed by the Authority.
6. Please contact Richard Bava with any questions regarding this procurement / contract at 732-750-5300 x-8636, or rbava@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.

5. 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.

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.

SITE INSPECTION (OPTIONAL) March 23, 2016 @ 10:00 AM

Bidders must contact Richard Bava @ 732-750-5300 x-8636 by 3/22 to confirm attendance.

THERE IS AN OPTIONAL SITE INSPECTION FOR ALL INTERESTED BIDDERS AT THE FOLLOWING LOCATIONS:

LOCATION # 1 - DISTRICT 4 - MILLTOWN TOLL DISTRIBUTION CENTER

DIRECTIONS TO LOCATION # 1: FROM THE N.J. TURNPIKE SOUTHBOUND (MUST USE TRUCK LANES) SOUTH OF INTERCHANGE 9. AT MILEPOST 80.8 MAKE A RIGHT HAND TURN INTO THE MILLTOWN MAINTENANCE YARD/TOLL DISTRIBUTION CENTER. IF TRAVELING ON THE TURNPIKE SOUTH OF INTERCHANGE 9 (NORTHBOUND MUST USE TRUCK LANES) LOOK FOR APPROXIMATE MILEPOST 80.9. AT THE FLYOVER RAMP MAKE A RIGHT, PROCEED ONTO THE FLYOVER RAMP TO THE NORTHBOUND SIDE AND MAKE A RIGHT INTO THE MAINTENANCE YARD.

LOCATION # 2 – EDISON MILEPOST 85.7 SOUTH BOUND

DIRECTIONS TO LOCATION # 2: LEAVING THE MAINTENANCE YARD VIA THE FLYOVER RAMP, PROCEED ONTO THE TURNPIKE NORTHBOUND. LOOK FOR MILEPOST 85.7 AND MAKE A RIGHT. PROCEED UNDER THE TURNPIKE TO THE NORTHBOUND SIDE. THE GATE IS ON YOUR LEFT.

Vendor Qualifications

- A. Contractor shall be prequalified for State of New Jersey DPM&C codes C044 (Parking Control Systems) and C050 (Security/Intrusion Alarms).
- B. Installing vendor shall have a minimum of 5 years' experience designing and executing systems of similar size and complexity.
- C. Installing vendor shall have been certified IDEA (Institute of Door Dealer Education and Accreditation) for a minimum of 2 years 6 months.
- D. Installing vendor shall have a minimum of 5yrs experience maintaining similar systems of size and complexity which include both electronic and physical security systems working together. (i.e.: Software House access control system ties into one or more relay cards inside the gate operator to control open functions).
- E. Installing vendor shall have had a NJ License for Burglar Alarm Business for a minimum of 3 years (which is required for electronic security work in NJ).

SPECIFICATIONS

1. SCOPE OF WORK:

The New Jersey Turnpike and the Garden State Parkway (collectively, “Roadways”) is seeking a bidder for the supply, installation, repair, replacement and maintenance including parts of all Security Gates at various locations. The locations are listed in Appendix A on each roadway. The various types of gates consists of either access controlled slide, manual slide and or manual swing gates. The scope of work is listed for all non-access controlled components on the various types of gates as specified within the bid specifications. The contractor will provide a written report to the Authority as to the work which needs to be performed for each site location. Once the work has been approved, the Authority will contact the contractor to commence with a Work Order.

2. HOURLY RATE:

The hourly rate shall be paid per hour and per man worked.

3. RESPONSE TIME:

The contractor shall report to the Authority location within 24 hours of being notified. This excludes emergency service. Normal Authority working hours are Monday through Friday 8:00 am to 4:00 pm (EST) not including holidays or weekends. **No travel time will be paid. Hourly rate shall begin at the time of arrival to the site location.** Failure to respond in the time allotted may be grounds for cancellation of contract.

4. EMERGENCY RESPONSE TIME:

Emergency Service calls must report within an (2) hour time frame of being notified regardless of time of day or night. Emergency time is anytime other than normal working hours.

5. PREVENTATIVE MAINTENANCE:

The contractor shall provide preventative maintenance (PM) for selected security gates, with associated equipment, as requested by the Authority on both roadways. The preventative maintenance will include but not limited to the inspection, cleaning, lubrication and adjustment of all non – access controlled components (see Appendix B checklist). **No travel time will be paid for preventative maintenance.** All PM’s will be done during regular working hours. The contractor will provide a completed report (Appendix B) of each PM completed with the condition of the site along with any recommendations for any necessary repairs to the Authority when the PM inspection is completed.

6. BILLING:

The contractor must attach a separate invoice from their supplier which clearly states the price paid for any parts less the discount to the Authority. Bidder must provide one discount for all parts used.

7. WARRANTY:

All parts provided and installed by the contractor as a result of a service call must be covered by the manufacturer's warranty and or the contractor for the term of the contract.

8. CONTACT PERSON: Mr. Thomas McGowan (Internal Audit Department) at 732-442-8600 x 2137

9. SAMPLE LISTING OF GATE PARTS AND SERVICES

24' X 6" X 7' ALUMINUM CANTILEVER GATES
VARIOUS SIZES OF DRIVE RAILS
SLIDE DRIVER LIMIT SWITCHES
HYDRAULIC MOTORS
SENSING SAFETY SWITCHES
RADIO GATE EDGE TRANSMITTERS
4" X 24" SCH 40 GALVANIZED PIPE
DRIVE ARM, MOTOR MOUNT, TOP OR BOTTOM
DRIVE WHEEL KITS
RELEASE MANUAL TOGGLE ASSEMBLY
10' X 6" GATE PANELS WITH 2 X 6 X 9 WITH FABRIC
WELDABLE BEARING HINGES

10. ROADWAY REGULATIONS:

The contractor's vehicles utilizing the Authority property and right of way shall be subject to the same terms, conditions, tariffs, regulations, etc., as the general motoring public. The Authority's toll charges for the contractor providing equipment and or services under this contract are not reimbursable. The contractor's vehicles shall not use Z-turns or any type of U-turns. In addition, vehicles are not permitted to cross toll plaza areas or any type of grassy median. Any vehicle making any illegal movement will be subject to a summons by the New Jersey State Police.

REQUEST FOR BIDS

MATERIAL AND SERVICE DESCRIPTION

ITEM	HOURS OR GATES	UNIT	DESCRIPTION	PER HOUR	PER PM INSPECTION (FLAT FEE)	TOTAL DOLLAR AMOUNT
1	450 HOURS	EACH	HOURLY RATE FOR THE REPAIR OR INSTALLATION OF ANY TYPE OR STYLE OF GATE AT ANY LOCATION.	\$	N/A	\$
2	25 HOURS	EACH	HOURLY RATE FOR EMERGENCY RESPONSE AS PER SPECIFICATIONS.	\$	N/A	\$
3	26 GATES	EACH	PREVENTATIVE MAINTENANCE INSPECTION ON ACCESS CONTROLLED SLIDE GATES (AS REQUESTED)	N/A	\$	\$
4	12 GATES	EACH	PREVENTATIVE MAINTENANCE INSPECTION ON MANUAL SLIDE GATES (AS REQUESTED)	N/A	\$	\$
5	4 GATES	EACH	PREVENTATIVE MAINTENANCE INSPECTION ON DOUBLE SWING GATES (AS REQUESTED)	N/A	\$	\$
					<u>TOTAL BID PRICE =</u>	\$

PLEASE LIST YOUR OVERALL PERCENTAGE DISCOUNT BELOW FOR ANY ADDITIONAL ITEMS NOT LISTED

THE PERCENTAGE DISCOUNT BOX BELOW WILL NOT BE FACTORED INTO THE DECISION FOR AWARD. THE AWARD WILL BE DETERMINED BY THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE TOTAL BID PRICE.

PERCENTAGE DISCOUNT

PLEASE LIST A DISCOUNT OFF ANY AND ALL MANUFACTURERS LIST PRICE FOR ANY AND ALL MISCELLANEOUS PARTS NOT LISTED IN THIS BID. THE DISCOUNT WILL BE GIVEN BY THE CONTRACTOR TO ANY AND ALL OTHER ITEMS PURCHASED BY THE AUTHORITY UNDER THIS CONTRACT. IF BIDDING ZERO, PLEASE MARK AS SUCH.

_____ %

**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 / Authorized Signature

SIGNATURE PAGE

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.)

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid.

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.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone # _____ Fax # _____

Date: _____

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-122398

TITLE: REPAIR AND MAINTENANCE OF SECURITY GATES

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
- _____ 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:_____

Listing of Current Gate Locations

<u>Location</u>	<u>TPK/GPS</u>	<u>QTY</u>	<u>Type</u>	<u>Milepost</u>
<u>Access Controlled Slide Gates</u>				
Dist. 1 – Swedesboro	TPK	2	Slide-Gate	13
Dist. 2 – Moorestown	TPK	4	Slide-Gate	37
Dist. 3 – Crosswicks	TPK	2	Slide-Gate	57
Dist. 4 – Milltown TDC*	TPK	6	Slide-Gate	81
Dist. 4A – Hightstown	TPK	4	Slide-Gate	67
Inter #1 – Deepwater	TPK	2	Slide-Gate	2.4
Cranbury State Police	TPK	4	Slide-Gate	71
ITS Radio Shop (Cranbury)	TPK	2	Slide-Gate	71

Manual Gates

<u>Location</u>	<u>TPK/GPS</u>	<u>QTY</u>	<u>Type</u>	<u>Milepost</u>
Deptford	TPK	1	Manual Slide	23.3 SB
Edison	TPK	1	Manual Slide	85.7 SB
Linden	TPK	1	Manual Slide	97.1 SB
ITS Radio Shop (Cranbury)	TPK	1	Manual Slide	71
Smith St. Location	GSP	2	Manual Slide	Woodbridge
Inter #11 Woodbridge	TPK	1	Manual Slide	90.6
Inter #13 Elizabeth	TPK	1	Manual Slide	99.4
*Inter #18W	TPK	1	Manual Slide	113.8

*(Met Life Stadium, just south of 18W)

*Dist. #10	TPK	1	Manual Slide	112.5
*(East Rutherford RT. 3)				
*Joyce Kilmer Rest Area	TPK	1	Manual Slide	78.7SN
*(East Brunswick)				
ITS Radio Shop (Cranbury)	TPK	1	Manual Slide	71

Manual Swing Gates

<u>Location</u>	<u>TPK/GPS</u>	<u>QTY</u>	<u>Type</u>	<u>Milepost</u>
Toms River Plaza	GSP	1	Double Swing	84.7
Asbury Plaza	GSP	1	Double Swing	104
Bergen Plaza	GSP	1	Double Swing	160.4
Interchange #13	TPK	1	Double Swing	90.6

**** In 2016, the Authority will be putting up 2 new Manual Slide Gates, one at the Grover Cleveland Rest Area and the second at the 109 U-Turn off Rte.7 Bellville Turnpike (15W).**

APPENDIX B

Preventative Maintenance Checklist

Customer: _____

Job: _____

Date: _____

Operator Make: _____

Model _____

Serial # _____

Gate

- _____ Check the gate hardware (i.e. trolleys, wheels, catch, tension cables, etc.)
- _____ Check to make sure the gate rolls freely with operator clutch disengaged
- _____ Check to make sure the gate is level and plum

General

- _____ Wipe out operator cabinet and clean up any fluid spills leaks
- _____ Test loops and record readings
 - Megohm _____ _____ _____ _____
 - Resistance _____ _____ _____ _____
- _____ Test Voltages Voltage: _____ Phase: _____
Min: _____ Max: _____ Run: _____
- _____ Check secondary voltages and record
Min: _____ Max: _____ Run: _____
- _____ Test amperage draw
Run: _____ Inrush: _____
- _____ Check alignment of operator to gate and adjust, where necessary
- _____ Check tightness of anchor bolts
- _____ Test Audible sounders and beacon

APPENDIX B

Preventative Maintenance Checklist (CONT'D)

- _____ Run gate and test for proper operation, including loops, eyes, reversing edge,
Push buttons, open transmitters, card readers, etc.
- _____ Test Photo eyes for proper operator
- _____ Replace batteries, if necessary (every 6 months) Last Replacement: _____
- _____ Test reversing edge sensors
- _____ Replace batteries when necessary (every 6 months) Last Replacement: _____
- _____ Check programming of operators and adjust parameters, including clock,
UL Class, timers, and specific functions

Chain Drive

- _____ Check condition of sprockets, sprocket teeth, shafts and set screws
- _____ Check clutch tension and engagement
- _____ Check brake assembly for proper operation, adjust where needed
- _____ Lubricate all grease fittings
- _____ Lubricate all chains, if applicable
- _____ Adjust chain tension, if applicable
- _____ Check fluid levels in gearbox fill when needed
- _____ Adjust limit switches for proper gate travel

Hydraulic

- _____ Check drive wheels; tighten when necessary and note condition: _____
- _____ Check condition of hydraulic hoses and tighten, if necessary
- _____ Check fluid levels and fills, if necessary
- _____ Check drive wheel engagement tension and adjust, if needed

APPENDIX B

Preventative Maintenance Checklist (CONT'D)

- _____ Adjust limit switches for proper gate travel
- _____ Check drive rail for straightness and alignment
- _____ Adjust brake valves

Barrier

- _____ Tighten arm bracket hardware
- _____ Grease all fittings
- _____ Check and adjust physical stops

Additional Notes:

New Jersey Turnpike Authority

Draft Agreement

BID NUMBER: RM-122398

TITLE: REPAIR AND MAINTENANCE OF SECURITY GATES

THIS AGREEMENT, dated and effective _____, 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 Agreement in strict conformance with the Invitation to Bid/Request for Bids and the Instruction to Bidders attached hereto and made a part hereof.

The term of this Agreement 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.

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 its 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 services, 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 services; and the Contractor shall further defend, if 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 services 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 Agreement 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 Agreement.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the services, payments for the actual quantity of authorized work performed, as provided in the Invitation to Bid/Request for Bids, at the prices for the services 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 Invitation to Bid/Request for Bids, 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]