

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

New Jersey Turnpike Administrative Offices

1 Turnpike Plaza

P.O. Box 5042

Woodbridge, New Jersey 07095-5042

Tel. - 732-750-5300 Ext. 8640

REQUEST FOR BID

TITLE: **REPAIR AND REPLACE GLASS AT ALL FACILITIES AND TOLL
BOOTHES ALONG THE NEW JERSEY TURNPIKE AND GARDEN
STATE PARKWAY**

BID NO: **RM-156574**

DUE DATE: **04/08/2020**

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

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 \$100,000, 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 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, 1 Turnpike Plaza, Woodbridge, New Jersey 07095. **LATE BIDS WILL BE RETURNED UNOPENED. ELECTRONIC, EMAILED OR FACSIMILE BIDS WILL NOT BE ACCEPTED.** A teleconference call will take place per instructions. See Section II; page 6.
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 on the exception form attached.
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). FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE BID.**

- (a) Bid Bond, Letter of Surety or a Cashier’s Check for 10% of the amount Bid
- (b) Ownership Disclosure Statement (Exhibit C page 22 of Instruction to Bidders)
- (c) Disclosure of Investment Activities in Iran (Exhibit G page 31 of Instruction to Bidders)
- (d) Vendor Disclosure Form (Exhibit G-1 page 32 of Instruction to Bidders)

7. **TO FACILITATE THE CONTRACT AWARD PROCESS, THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED WITH THE BID. IN THE EVENT THE DOCUMENTS ARE NOT SUBMITTED WITH THE BID, THEY SHALL BE SUBMITTED WITHIN THREE (3) BUSINESS DAYS FOLLOWING A VERBAL OR WRITTEN REQUEST FROM THE AUTHORITY.**

- (a) Certification of Registration with the Secretary of State (only if non-NJ corporation)
- (b) Acknowledgement of requirement for Disclosure of Political Contributions (ELEC)
- (c) SBE/WBE/MBE Certificates and Form

8. Bidder must sign the Bid

9. **SEE THE AUTHORITY’S INSTRUCTION TO BIDDERS (ATTACHED) FOR A COMPLETE LIST OF THE AUTHORITY’S STANDARD CONTRACT TERMS AND CONDITIONS, AS WELL AS OTHER FORMS THAT ARE REQUIRED PRIOR TO THE AWARD OF CONTRACT(S).**

THE RECOMMENDED LOW BIDDER(S) MUST SUBMIT THE FOLLOWING CHECKED DOCUMENTS PRIOR TO CONTRACT AWARD.

- (a) Mandatory Equal Employment Opportunity Language
- (b) Affirmative Action Information Sheet with Certificate or Form AA302
- (c) State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 & EO 117
- (d) Notice to All Bidders of Set-Off for State Tax
- (e) Insurance Certificate
- (f) State of New Jersey Division of Business Registration Certificate
- (g) Instruction and agreement for Direct Payment (ACH)

SECTION II

A. INTENTION

1. **Sealed Bids (Paper Submission Only)** for **RM-156574** must be received at the New Jersey Turnpike Authority Administrative Offices, 1 Turnpike Plaza, 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/ “NOA” for the procurement of **REPAIR AND REPLACE GLASS AT ALL FACILITIES AND TOLL BOOTHS ALONG THE NEW JERSEY TURNPIKE AND 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 CHRISTINE NOBLE with any questions regarding this procurement contract at NOBLE @NJTA.COM.

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 in the form of an addendum shall be issued at least three (3) days prior to the bid opening by the Director of PMM to Bidders who have obtained the Bid Documents in accordance with *N.J.A.C. 19:9-2.2(a)(3)*. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the Bid opening date.** Please contact CHRISTINE NOBLE with any questions regarding this procurement contract at NOBLE@NJTA.COM.
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 its Bid.
6. **The Authority will accept Approved Equivalent items on this Bid.** If a Bidder is basing the RFB 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 Form 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(s).
5. The Authority is tax exempt from New Jersey Sales and Excise Tax.
6. Award will be made to the lowest responsible and responsive bidder for the total line items Bid.

D. MISCELLANEOUS

1. **ELECTRONIC PAYMENT: The Vendor will be required to accept payment(s) for goods or services via automatic deposit from the Authority. NO OTHER FORM OF PAYMENT WILL BE PROVIDED. See Exhibit M in the Instructions to Bidders on the Authority's website for the required electronic payment forms: <http://www.njta.com/doing-business/goods-and-services>**

Please be advised that the public bid opening for Solicitation RM-156574 which is scheduled for Wednesday, April 8, 2020 at 11:00 AM will be by **CONFERENCE CALL ONLY**.

Conference call details are as follows:

Dial-in Number: (732) 293-3673

Access code: 997 663 025

For any bidder who wishes to participate, conference call access will be open 5 minutes prior to opening and remain until all bids have been read.

E. BID QUOTATION SHEET

REGION #1 SOUTH/CENTRAL

Item	Qty.	Description	PRICE / Sq. Ft.	TOTAL PRICE
1.	425	Remove Broken Toll Booth Window Glass and Replace with New. Size 42" X 52" As Per Specifications	\$ /SF	\$
2.	425	Remove Broken Facility Window Glass and Replace with New. Size 48" X 108" As Per Specifications	\$ /SF	\$
TOTAL PRICE FOR ITEMS				\$

REGION #2 NORTH

Item	Qty.	Description	PRICE / Sq. Ft.	TOTAL PRICE
1.	425	Remove Broken Toll Booth Window Glass and Replace with New. Size 34" X 60" As Per Specifications	\$ /SF	\$
2.	425	Remove Broken Facility Window Glass and Replace with New. Size 48" X 108" As Per Specifications	\$ /SF	\$
TOTAL PRICE FOR ITEMS				\$

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA EMAIL TO NOBLE@NJTA.COM

PURSUANT TO N.J.A.C. 19:9-2.2 (a)(3), Addenda will be distributed and posted on the Authority's website at least three days prior to the bid opening.

NEW JERSEY TURNPIKE AUTHORITY

**Very truly yours,
Dale Barnfield, Director
Procurement and Materials Management**

_____/_____
Name of Company / Authorized Signature of Bidder

F. 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

A. SPECIFICATIONS

1. PURPOSE AND INTENT

The Contractor shall be responsible for glass replacement at all Facilities and Toll Booths within the region(s) bid as indicated in the specifications.

The name “Authority” or “NJTA” hereinafter refers to the New Jersey Turnpike Authority, 1 Turnpike Plaza, Woodbridge, NJ 07095. The name “Contractor” hereinafter refers to the Company hired and retained by Authority on an annual basis to perform the required repairs and replacement of glass as indicated in the Specifications.

2. GENERAL REQUIREMENTS

All work performed under the Contract shall be done in accordance with the following conditions:

- a. The Contractor shall remove all debris, garbage, equipment and materials from the job site upon completion of the job. All removed broken glass or Plexiglas shall be discarded by the Contractor. During the glass replacement, the Contractor shall keep the area in as orderly a condition as possible, being sure to remove all loose debris daily. New glass shall be cleaned inside and out.
- b. The Contractor shall stock sufficient glass at all times to be able to install four (4) of the largest **front** toll booth windows as indicated (Typical Glass Sizes).
- c. The Contractor shall provide service **within** 24 hours of being notified by the Authority. Allowances will be made for high winds or inclement weather. The Contractor will be allowed three (3) weeks after award of this Contract to order materials.
- d. Several Interchanges have peculiar “rush-hours” at which time the Contractor will not be able to work.
- e. The Contractor shall have a system in place to field and respond to emergency repair requests on 24 hour a day, 7 day a week basis.
- f. The Contractor shall provide all personal protective equipment (PPE) such as harnesses, hardhats, safety glasses and bright orange reflective safety vests and certify that all service personnel are trained in their use.

3. WORK TO BE PERFORMED

All work performed under the Contract shall be done in accordance with the following:

- a. The Contractor shall furnish all labor, replacement parts, materials, services, equipment, tools and insurance to perform the required repairs and replacement of glass, which is broken or contains Plexiglas, at all facilities and toll booths along the New Jersey Turnpike and Garden State Parkway, including but not limited to, all facilities.

- b. The Contractor shall be notified by the Maintenance Department what glass is to be replaced. If possible, the Authority shall attempt to wait until several windows require replacement before “calling out” the Contractor. The Contractor will be issued a list of Interchange phone numbers. The Contractor shall call in advance to schedule the work with the respective Plaza Supervisor. The Plaza Supervisor will instruct and assist the Contractor in moving his vehicle about the Interchange to perform the necessary toll booth work.
- c. The Contractor shall size the glass to fit uniformly into the opening (gaps between the gasket and glass or gasket and toll booth will not be permitted and shall be replaced at the Contractor’s expense). A continuous caulked joint or gasket seal will be permitted to match the prior installation. Any original mullion strip/sashes/jambes or structural member of glass framings shall be repaired or replaced to pre-accident conditions.

NOTE: The Contractor shall not assume that all toll booths at any one plaza have the same size windows.

- d. The Contractor shall install the gasket, if required, with the locking strip on the outside of the booth. The gaskets must be continuous between corners (no intermediate joints will be permitted). All corner joints shall be tight fitting and neatly filled with non-hardening 3M #8578, black, strip-caulk or black silicone sealant. Sloppy cuts, even though filled with sealer, are not acceptable and will be redone at the Contractor’s expense. Should the Contractor encounter any problems with gasket fit, the Contractor shall contact the appropriate General Foreman (Turnpike) or Craftsperson Supervisor (Parkway) before proceeding.

4. MATERIALS

The Contractor shall make all repairs with the specified glass, gaskets, caulking, etc. Substitute materials shall not be used without the prior written consent of the Authority.

- a. Glass

The glass supplied by the Contractor shall be ¼” laminated safety glass, bronze tinted (55% transmission), .030 laminate, meeting Category II requirements and complying with 16CFR1201 and ANSI Z97.1-1975. All glass shall be manufactured in the USA.

- b. Gaskets

Typically two (2) sizes of gaskets are used on toll booths. The Contractor shall provide a 1/8” x ½” one piece gasket, #AS-987 as manufactured by Standard Products Company (STANPRO) of Dearborn, MI, for the stainless steel style toll booths. Stainless steel toll booths are typically located at Interchanges 1, 5, 6, 6A, 7, 7A, 8A, 9, 10, 11, 13, 13A, 14B, 15E, 15X, 16/18E, 17E, 15W, 16W and 18W. The Contractor shall provide a ¼”x ¼” one piece gasket, STANCO #AS-1536 for the older style steel toll booths which are typically located at Interchanges 2, 3, 4, 8, 14, 14A and 14C.

- c. Sealant

The Contractor shall provide 3M #8578 black caulk or black silicone sealant for all corner joints.

5. METHOD OF AWARD

For the purposes of bidding and award, the New Jersey Turnpike and Garden State Parkway will be divided into two (2) regions as follows:

Region 1: South/Central
Turnpike Mile 0.0 to Mile 83.4 and
Parkway Mile 0.0 to Mile 107.0

Region 2: North
Turnpike Mile 88.1 to Mile 122.0 and
Parkway Mile 110.3 to Mile 172.0

Due to mileage and geographic, it is anticipated that multiple awards may be made as a result of this bid. The award will be made based on the lowest **Total Cost** for each region for the removal and replacement of glass as indicated on the Bid Summary sheet.

All bids submitted must include mileage and tolls in the Cost Per Square Foot price. No free passes will be issued for this Contract.

The Authority reserves the right to designate which glass replacements are to be undertaken and the order of priority in which they are to be done.

6. DELAYS

Occasionally due to accidents, weather, etc., the Contractor will be asked to stop work or will encounter delays in obtaining the necessary toll lane closures. No additional compensation will be made for these delays.

7. COMPLETION OF WORK

The Contractor shall notify the respective Carpenter Shop Foreman (Turnpike) or Craftsperson Supervisor (Parkway) when he finishes the work at each area. The Foreman or Supervisor will then inspect the workmanship of the job. The work will be considered complete after the Foreman or Supervisor deems the work acceptable.

8. PROVISIONS FOR PAYMENT

Invoices shall be submitted to the Authority (invoicefb@njta.com) within thirty (30) days of completion of work. Invoices submitted after thirty (30) days will **not** be considered for payment.

Invoices must show the Interchange number, lane number (if applicable) and area of glass replaced (i.e. Interchange 9, lane 5, left side).

9. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall not sublet, subcontract, assign or otherwise transfer in any way, its obligations, or the performance of the same or any equipment included in this Contract without the prior written consent of the Authority.

10. TRAFFIC PERMIT

Prior to starting work, the Contractor shall obtain a New Jersey Turnpike Authority "Traffic Permit" which authorizes him to work on Authority property. This form, to be completed by the Contractor, will be sent about the time the Purchase Order is awarded. It is the Contractor's responsibility to retain a copy of the completed traffic permit in the vehicle(s) servicing this Contract at all times.

11. TRAFFIC, TOLLS AND SAFETY

Turnpike passes will not be issued to the Contractor. **All mileage, costs and tolls incurred by the Contractor are not reimbursable and should be calculated for in the cost per square foot.** Contractor vehicles will not be permitted to use Z-turns, median U-turns, grade separated U-turns or make U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns will be subject to a summons by the State Police. Access to the work site in this Contract may be via Turnpike interchanges or via local streets. If access is via the Turnpike, egress must also be via the Turnpike. If access is via local streets, egress must also be via local streets. Exiting the Turnpike via an access gate, as at Service Areas or Maintenance Facilities, constitutes an evasion of tolls and is prohibited by Authority regulations, *NJAC 19:-1.19*.

12. PERSONNEL AND VEHICLES

All personnel servicing this Contract shall be neat in appearance.

All Contractor vehicles shall be marked in a prominent location with the company name such that it will be recognizable to the State Police who patrol the Authority's facilities.

13. TERMINATION OF CONTRACT

It is recognized by the parties hereto that the services to be provided under this Contract form a part of an essential public service and that such services must be timely and thorough. Accordingly, it is agreed that this Contract may be terminated by the Authority if, in the opinion of the Director of Maintenance, the Contractor's performance is deemed unsatisfactory. Such termination shall be upon thirty (30) days written notice to the Contractor and the parties hereto shall be released from any and all liability, claims or causes of payment to the Contractor for work performed up to and including the date of termination, less any damage caused by the Contractor to property of the Authority prior to the date of termination and any damages caused to the Authority in obtaining another Contractor to complete the Contract.

The Authority reserves the right to cancel, upon reasonable notice, any Contract or obligation of the Authority based upon these Specifications if the Contractor:

- (a) Fails to meet any of the qualification requirements of these Specifications.
- (b) Fails, for whatever reason(s), to maintain the required insurance coverage during the period of this Agreement.
- (c) Knowingly performs work that is in violation of Federal, State, County and/or local law, statute or regulation.
- (d) Fails to provide the required services within the specified times, unless given a written extension by the Authority.
- (e) Petitions any court for bankruptcy proceedings or becomes insolvent in fact or in law.
- (f) Performs any work that could reasonably place any person in grave danger of life, limb or general safety.
- (g) Breaches a material term of the Contract and/or Specifications, the Instructions to Bidders or the Request for Bid.

Such termination shall be upon thirty (30) days written notice to the Contractor and the parties hereto shall be released from any and all liability, claims or causes of payment to the Contractor for work performed up to and including the date of termination, less any damage caused by the Contractor to property of the Authority prior to the date of termination and any damages caused to the Authority in obtaining another Contractor to complete the Contract.

SECTION IV

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-156574

PROPOSAL TITLE: REPAIR AND REPLACE GLASS AT ALL FACILITIES AND TOLL BOOTHS ALONG THE NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY

If you do not choose to respond to this Bid, please complete this form and email to NOBLE@NJTA.COM.

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: _____

Notice Of Electronic Bidding

In an effort to make the bid solicitation process more efficient and cost effective for both vendors and the “Authority”, the “PMM” Department has adopted an electronic bidding process for the majority of its public bids. Receipt of bids via the electronic format will be required for designated procurement contracts. For these contracts, notifications, including advertisement to bidders, will state bids that will **only** be received electronically. The mandatory electronic bidding on selected contracts will commence in the spring of 2020.

In those instances, where electronic bids are required, the bidder must submit the bids to **bidexpress.com**. It is recommended that all vendors become familiar with the process to prepare for the Authority contracts that require electronic submission. All electronic bidders must **register on bidexpress.com and create a Free “Digital ID”** to the vendor and may take up to five (5) business days to process and an additional 48 hours once approved by Bid Express before bid submittal, the Authority recommends that a Digital ID be processed in advance, should a Digital ID not be established at the time of bid submission, electronic submittal may not be possible.

In lieu of paying the overnight delivery costs, Bid Express charges a fee of \$25.00 on a pay-per solicitation basis. Alternatively, you can participate in Bid Express’ monthly subscription (\$50.00) program (nationally) for unlimited electronic bid submission to all entities that post solicitations on the **bidexpress.com** website which gets daily email notifications by your companies commodity codes. Furthermore, Bid Express provides alerts to errors and omissions and not being able to submit an incomplete or inaccurate bid. Bid Express also has an optional electronic bid bond submission program, which the bid express team can guide you along with assistance from your insurance carrier; this service shall verify accurate bid bond submittal.

For additional information on electronic bidding and FAQs, go to the <https://bidexpress.com> or contact the Bid Express team toll free at (888) 352-2439 (select option 1).

NEW JERSEY TURNPIKE AUTHORITY

DRAFT AGREEMENT

**REPAIR AND REPLACE GLASS AT ALL FACILITIES AND TOLL BOOTHS ALONG THE NEW
JERSEY TURNPIKE AND GARDEN STATE PARKWAY**

RM-156574

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 One Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority") and _____ a corporation of the State of New Jersey, having principal offices located _____ (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 of _____ specified in this Agreement in strict conformance with Specifications attached hereto and made a part hereof. Defined terms used herein carry the same meaning as defined in the Specifications.

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.

STRICT LIABILITY INDEMNITY

OR

NEGLIGENCE BASED INDEMNITY

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

Kim Schurman
Secretary to the Authority

BY _____
John M. Keller
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name / Title

BY _____
Name / Title

[Corporate Seal]