

# NJDOT WINTER OPERATIONS



## Contract Proposal For:

**Snow Removal & Hauling Services  
Statewide for the N.J.D.O.T.**

## Contract Term

**August 1<sup>st</sup>, 2015 – July 31<sup>st</sup>, 2016**

Waiver Agreement Issued By

State of New Jersey  
Department of Transportation  
Division of Operations  
Trenton, New Jersey 08625

Using Agency/Agencies

State of New Jersey  
Department of Transportation  
Division of Operations  
Trenton, New Jersey 08625

Date: 05/19/15

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Contract Proposal (RFP) is issued by the New Jersey Department of Transportation (NJDOT). The purpose of this RFP is to solicit proposals for **Snow Removal and Hauling Services, Statewide for all Open Snow Sections**. The NJDOT is seeking to procure fully manned and operated trucks to perform this service from the time of execution of this contract until **ending on July 31<sup>st</sup>, 2016**. The NJDOT removes snow on over 13,000 lane miles of roadway statewide. These roadways are broken down into snow sections. Each snow section requires a number of snow plows to remove the snow from curb-to-curb. Class A trucks (see section 3.7) are preferred in this contract, but bidders may offer either Class A or Class B trucks. Also, bidders will be able to bid one of two options. One option is to bid an hourly rate with the NJDOT providing snow plows and related mounting apparatus and the other option is to bid an hourly rate with the Vendor providing the snow plows and related mounting apparatus.

**Bidders who would chose to provide their own snow plowing equipment will be responsible for said equipment in its entirety. NJDOT will not provide any wearable parts.**

The intent of this RFP is to award multiple contracts to those responsible bidders whose proposals, conforming to this RFP is are most advantageous to the State, price and other factors considered. The State, however, reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

**NOTE: Price lines on the bid price sheets are not numbered consecutively for purposes of this RFP.**

**PLEASE NOTE:** Bidders are encouraged to bid on any one or more snow sections regardless of the number of Class A or Class B truck the price line requires. It is the intent of the State to make as many awards as necessary to have complete coverage of a snow section.

**NOT REPORTING WITH THE REQUESTED NUMBER OF CONTRACTED TRUCKS WILL BE SUBJECT TO THE FILING OF A FORMAL COMPLAINT TO TREASURY'S CONTRACT COMPLIANCE & AUDIT UNIT (CCAU).**

**TRUCKS WITH SAFETY LIGHTS NOT VISIBLE FROM THE REAR OF THE TRUCK WILL NOT BE UTILIZED FOR A CALL-OUT AND WILL NOT BE PAID FOR REPORTING AND WILL BE SUBJECT TO THE FILING OF A FORMAL COMPLAINT TO TREASURY'S CONTRACT COMPLIANCE & AUDIT UNIT (CCAU).**

**FORMAL COMPLAINTS ARE GOVERNED BY N.J.A.C. 17:12-4.1 et seq. AND MAY LEAD TO TERMINATION OF THE CONTRACT.**

Awards for each snow section will be made based on the criteria in Section 6.6 in the following order:

1<sup>st</sup> : bidders that can provide **all required Class A** trucks **with equipment** requested for the snow section. If an award can be made that fully covers the snow section, no further bids will be considered. If an award cannot be made that fully covers the snow section, the State will then consider the following:

2<sup>nd</sup> : bidders that provide **all required Class A** trucks **without equipment** requested for the snow section. If one or more awards can be made that fully cover the snow section, no further bids will

be considered. If one or more awards cannot be made that fully cover the snow section, the State will then consider the following:

3<sup>rd</sup>: bidders that provide **less than the required Class A** trucks **with equipment** requested for the snow section. If one or more awards can be made that fully cover the snow section, no further bids will be considered. If one or more awards cannot be made that fully cover the snow section, the State will then consider the following:

4<sup>th</sup>: bidders that provide **less than the required Class A** trucks **without equipment** requested for the snow section.

If one or more awards can be made that fully cover the snow section, no further bids will be considered. If one or more awards cannot be made that fully cover the snow section, the State will then consider the following:

5<sup>th</sup>: bidders that provide **all required Class B** trucks **with equipment** requested for the snow section (price line).

If one or more awards can be made that fully cover the snow section, no further bids will be considered. If one or more awards cannot be made that fully cover the snow section, the State will then consider the following:

6<sup>th</sup>: bidders that provide **all required Class B** trucks **without equipment** requested for the snow section.

If one or more awards can be made that fully cover the snow section, no further bids will be considered. If one or more awards cannot be made that fully cover the snow section, the State will then consider the following:

7<sup>th</sup>: Bidders that provide **less than the required Class B** trucks **with equipment** requested for the snow section.

If one or more awards can be made that fully cover the snow section, no further bids will be considered. If one or more awards cannot be made that fully cover the snow section, the State will then consider the following:

8<sup>th</sup>: bidders that provide **less than the required Class B** trucks **without equipment** requested for the snow section.

Please Note: Notwithstanding anything to the contrary in this RFP, the State may reject any or all bids if the State deems the prices proposed to be unreasonable or for any other reason in the public interest. The State reserves the right to award bids outside of the conditions noted above if it is determined to be in the best interest of the State of New Jersey.

The State of NJ Standard Terms and Conditions will apply to all contracts made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

## **1.2 BACKGROUND**

This is additional procurement of the **T0777 Snow Removal and Hauling Services contracts Statewide for the NJDOT**, presently due to expire on **07/31/15**.

## **1.3 SUBMISSION OF PROPOSAL**

In order to be considered for award, the proposal must be completed in its entirety delivered to the NJDOT either in person or by mail to:

DAVID W. BOWLBY  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF OPERATIONS  
1035 PARKWAY AVE  
TRENTON, NEW JERSEY 08625

Directions to the NJDOT are available on the web at <http://maps.google.com/maps/ms?ie=UTF8&hl=en&msa=0&msid=100655989873036287458.00043bad4f5859300a485&om=1&z=9>

Procedural inquiries concerning this RFP may be directed to: [NJDOTWinterOperations@dot.state.nj.us](mailto:NJDOTWinterOperations@dot.state.nj.us)

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

### **1.4.2 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a proposal in response to this RFP.

### **1.4.3 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 4.4.2.1 of this RFP.

### **1.4.4 PROPOSAL ACCEPTANCES AND REJECTIONS**

The NJDOT's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals. In addition, pursuant to N.J.S.A. 52:34-12(a) and N.J.S.A. 52:18A-19 the NJDOT retains the right to reject all bids if it is in the public interest.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions will be part of any contract awarded or order placed as result of this RFP.

**Bidder** – An individual or business entity submitting a proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by the State.

**Vendor** – The bidder awarded a contract resulting from this RFP.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**May** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Enterprise Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**State** – State of New Jersey.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

**Subcontractor** – An entity having an arrangement with a State vendor, whereby the State vendor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the vendor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the vendor.

**Transaction** - The payment or remuneration to the vendor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Deployed Time** – Deployed Time is the time the vendor is standing by waiting for instructions from the NJDOT Regional Emergency Operations Center or a designated representative to either begin the plowing operation, continue the plowing operation or be officially dismissed after operations have ceased.

**Hauling Time** –HaulingTime is the time spent handling and transporting materials such as snow, anti/deicing chemicals, abrasives, storm debris, etc., at the direction and authorization of the NJDOT Regional Maintenance Engineer.

**Operating Time** - Operating Time is the period between the time the contractor receives instructions issued from the NJDOT Regional Emergency Operations Center or designated representative to commence snow plowing/removal operations from the contractor assembly location until placed on Deployed Time, Hauling Time or dismissed.

**Premium Time** is work performed between midnight Friday and midnight Sunday, and on the holidays listed in Section 3.15.

**Seasonal Minimum Compensation Amount** - The minimum compensation amount for each snow section for each year of the contract - computed by multiplying the number of vendor trucks provided on each snow section by a flat fee of **\$1500** per truck.

- Example
- A. Four (4) trucks provided on Snow section XXXXXX:  
4 Trucks x \$1500 = \$6,000 Seasonal Minimum Compensation Amount
  - B Four (4) trucks provided on Snow section XXXXXX:  
6 Trucks x \$1500 = \$9,000 Seasonal Minimum Compensation Amount

**Straight time** is work performed between midnight on Sunday and midnight on Friday, except the holidays listed in See Section 3.15.

**Time Reporting** - All time reported shall be in military time (24 hour clock).

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

The work to be performed under this RFP consists of providing Class A or Class B trucks (see [Section 3.7](#) Truck Requirements) to plow snow from state highways by vendor(s)' trucks and drivers (see Section 3.7.4 Drivers/Operators) when and where directed by the NJDOT Regional Maintenance Engineer or his/her designated representative for the **period of one (1) year** expiring on July 31<sup>st</sup>, 2016. An annual fuel price adjustment is included in this RFP.

The bidder shall bid on price line(s) for specific snow sections. Each of the 282 Snow Sections requires a specific number of trucks. Although the NJDOT prefers the bidder to bid the required number of trucks, the bidder may bid fewer trucks than required for a section, but shall not bid more vehicles than it is able to provide. Preference will be given to bidders that can provide all of, or as close to, the class and number of trucks requested. Preference will also be given for Class A trucks, although the bidder may offer Class B trucks if it does not have Class A. See Sections 1.1 and 6.6.

There are two bidding options.

1. One is for the bidder to bid an hourly rate for a truck only, with the NJDOT providing the snow plow and the necessary mounting apparatus.
2. The second option is for the vendor to bid to provide its own snow plow, along with the necessary mounting apparatus. Bids with the vendor providing snow plows and related equipment will be given preference over bids with the NJDOT providing snow plows and related equipment. See Sections 1.1 and 6.6.

The bidder can also bid less than the maximum hourly rate for both Deployed Time and the Superintendent Time which will also be used in the bid evaluation criteria.



The vendor may also offer to supply other equipment such as loaders, graders and/or truck-mounted wing plows, as noted in [Section 3.12](#). Equipment defined as other equipment in this RFP, to be provided by the vendor, shall be fully equipped to satisfactorily perform operational functions consisting of snow plowing, snow removal and/or the loading of vehicles with materials such as snow, abrasives and anti/deicing chemicals. The NJDOT will pay a set hourly rate determined by NJDOT for the use of this equipment, as set forth in Section 3.13.5.

The vendor shall **provide a Superintendent** for each snow section it bids upon. The Superintendent shall oversee the vendor's trucks and operation and serve as the liaison to the NJDOT representative while on duty for the NJDOT. The Superintendent shall have a separate vehicle to allow continuous monitoring of the operation and shall not ride along in or drive a plow truck.

**Each superintendent vehicle shall carry a hand-held communication device provided by DOT, which shall remain operational in the vehicle continuously while on duty, as per Section 3.11. NJDOT reserves the right to expand this requirement to ALL contracted vehicles at its discretion.**

It must be fully understood that whenever the vendor receives a call-out to provide snow plowing services, the requested number of trucks **shall be ready to begin operations** at the designated assembly area **within one hundred twenty (120)minutes from the time of the call-out**. When this one hundred twenty (120)minute requirement has been met, a payment of eight (8) hours of either Deployed Time, Operating Time or a combination thereof will be guaranteed to be paid per truck, including the Superintendent. See Section

At the direction of a NJDOT Shift Supervisor or snow plowing representative assigned to the Maintenance Crew, vendor trucks and/or other equipment shall be operated in accordance with the NJDOT standards established for plowing formations, speeds, and identified priority locations. Upon an award, a snow plowing guide will be provided to each vendor to be distributed to each driver.

The requested equipment shall be required to operate continuously until the roadway has been cleared sufficiently, in the opinion of the Regional Maintenance Engineer or his/her designated representative. The vendor must be able to **provide sufficient relief drivers** and/or operators to ensure that all equipment called out will be operational throughout the entire time the vendor remains activated by NJDOT, which may include the clean-up operation following the actual storm.

Prior to the beginning of each Snow Season, which is October 1<sup>st</sup>, each vendor truck must participate in a Winter Readiness Evaluation, as per [Section 3.4](#), at a location within the Maintenance Crew area for the snow section(s)for which each truck is contracted.

It is also the intent of this contract to utilize the **Class A trucks** for the **hauling** and/or loading of debris and other materials as needed year round due to emergency (i.e. hurricanes, etc.) that cause damage to the state highway system, subject to the availability of vendor's trucks in the non-snow season. The hourly hauling rate of pay is set by the NJDOT and is detailed in [Section 3.13.6](#). The 8 hour minimum in Section 3.13 does not apply when the vendor is called out exclusively for hauling.

**NOT REPORTING WITH THE REQUESTED NUMBER OF CONTRACTED TRUCKS WILL BE SUBJECT TO THE FILING OF A FORMAL COMPLAINT TO TREASURY'S CONTRACT COMPLIANCE & AUDIT UNIT (CCAU).**

**TRUCKS WITH SAFETY LIGHTS NOT VISIBLE FROM THE REAR OF THE TRUCK WILL NOT BE UTILIZED FOR A CALL-OUT AND WILL NOT BE PAID FOR REPORTING AND WILL BE SUBJECT TO THE FILING OF A FORMAL COMPLAINT TO TREASURY'S CONTRACT COMPLIANCE & AUDIT UNIT (CCAU).**

**FORMAL COMPLAINTS ARE GOVERNED BY N.J.A.C. 17:12-4.1 et seq. AND MAY LEAD TO TERMINATION OF THE CONTRACT.**

**3.1 CONTRACT TERM & SNOW PLOWING SEASON**

The term of this contract will be for one (1) year dependent on when executed and ending on July 31<sup>st</sup>, 2016.

The normal snow season and readiness period for snow plowing services is from **October 1<sup>st</sup> thru April 30<sup>th</sup>** of each calendar year. However, the NJDOT may request the utilization of the trucks for snow plowing at anytime during this contract period if an emergent need arises.

**3.2 HAULING AND OTHER EQUIPMENT SEASON**

The contract period for hauling services and operated loaders and graders is **anytime during the term of the contract**, subject to the availability of trucks in the non-snow season.

**3.3 MAINTENANCE CREW JURISDICTION & SNOW SECTIONS**

A Maintenance Crew Jurisdiction is an area which the Maintenance Crew is responsible for as designated by the NJDOT Regional Maintenance Engineer. Each Maintenance Crew Jurisdiction consists of specific state highways, including ramps and turnarounds, or portions thereof, or any other identified areas. Each Maintenance Crew Jurisdiction is broken down into snow sections, as described on the bid price sheets included in this RFP. If new lane miles are added, or if a section of roadway adjacent to a contracted snow section is not covered by contracted vendors, snow sections may be expanded during the snow season at the request of NJDOT if the vendor for that section agrees to provide additional equipment at his current contracted price.

**3.4 WINTER READINESS EVALUATION**

All vendors shall be subject to a winter readiness evaluation prior to the start of the winter season which is October 1<sup>st</sup>. through April 30<sup>th</sup>. All required snow plow apparatus shall be installed on trucks and the trucks shall be ready to report for a call-out at anytime during this period.

As an incentive, awarded vendors are encouraged to participate in a paid Winter Readiness Evaluation. The paid Winter Readiness Evaluation can be completed during any business day between September 1<sup>st</sup> up to and including September 30<sup>th</sup> each year of the contract. The vendors shall coordinate with the NJDOT a time and location to report with trucks fully equipped with snow plow apparatus and any other required equipment. The location will be within the Maintenance Crew Jurisdiction of the snow section for which the vendor is responsible. The vendor will be paid two (2) hours Operating Time per truck for the completion of this Evaluation. Upon successful completion of the Evaluation, NJDOT will process the MT-89 payment for two (2) hours per truck. If special arrangements must be made between the vendor and the NJDOT to evaluate vendor readiness, any payment will be at the discretion of the NJDOT.

**NOTE:** No vendor will be eligible for a call-out unless and until it completes a Winter Readiness Evaluation, paid or not. Vendors who do not participate in any form of Evaluation prior to October 1<sup>st</sup> **will not** be entitled to the two (2) hour payment or the Season Minimum Compensation Amount.

**NO VENDOR WINTER READINESS EVALUATION PAYMENTS SHALL BE MADE AFTER OCT. 1<sup>st</sup>.**

**3.5 VENDOR CALL-OUT AND READINESS**

All trucks shall be ready to report for a snow call-out by October 1 of each year of the contract. The apparatus shall remain installed continuously through the period from October 1 to April 30 of the following year, during each winter season this contract is in effect. The vendor shall not use any truck provided for this contract on any other snow plowing or spreading contracts if such use will hinder or conflict with the requirements of this contract.

Upon an award, the vendor must provide the NJDOT with a telephone number, which is monitored by the vendor 24 hours a day, seven days a week, to be used for call-outs. It is the vendors responsibility to advise the NJDOT of any changes made to the vendors contact information during this contract period. The NJDOT reserves the right to call out less than the awarded number of trucks as its needs dictate. All call-outs will be issued from the NJDOT Regional Emergency Operations Center by telephone. Upon receipt of a call-out, the vendor shall assemble the requested number of trucks and/or other equipment at the assembly location designated by NJDOT, as noted in Section 3.6, **within one hundred twenty (120) minutes** of the call-out and be prepared to commence snow plowing/removal operations.

**Upon receiving a call-out from the NJDOT, the vendor can report at anytime after that call in whole or in part and begin payable time.** The requested number of trucks must report within the maximum allowable timeframe of one hundred twenty (120) minutes from the time of the call-out.

The vendor shall notify the NJDOT Regional Emergency Operations Center or the designated representative immediately when the trucks and/or other equipment arrive at the designated assembly location fully prepared to commence snow plowing/removal operations in order for payable time to begin. Payable time begins when the NJDOT confirms that each truck has arrived.

**Call-Out Example #1** - NJDOT Vendor Call-Out + Requested Number of Trucks Reporting and All within 120 minutes = Superintendent Time starting at Call-Out Time + all Receiving the 8hr minimum.

As long as the vendor reports to the designated assembly area within one hundred twenty (120) minutes of call-out as described above, with the required number of trucks fully prepared for operation, the vendor will be entitled to a minimum payment of eight (8) hours per truck, including the Superintendent's truck. The guaranteed payment will consist of either Deployed Time, Operating Time or a combination thereof. Deployed Time will be paid for actual time standing by at the designated assembly or other location waiting to begin, continue, or cease operations, for up to two hours. After two hours, Operating Time will be paid whether operations have begun or not.

**Call-Out Example #2** – NJDOT Vendor Call-Out + Requested number of Trucks Not Reporting and/or Not within 120 minutes = Superintendent Time starting when first Truck arrived + 8 hour minimum Not guaranteed.

If the vendor has not arrived with the required number of trucks within the required one hundred twenty (120) minute period, each truck will only be paid from the time it was confirmed arrived and for the actual hours worked and the Superintendent will be paid from the time that the first truck arrives.

The eight (8) hours minimum time clock starts whenever each of the vendor's trucks arrive at the assembly area and are placed on either Operating or Deployed Time status and is within the one hundred twenty (120) minute timeframe. If all of the requested trucks do not arrive within the required one hundred twenty (120) minute timeframe, then none of the trucks receive the eight (8) hour minimum.

**When the requested number of contracted Trucks fail to report for a call-out made by the NJDOT the vendor will be subject to the filing of a formal**

**complaint to Treasury’s Contract Compliance & Audit Unit (CCAU). Formal Complaints are governed by N.J.A.C. 17:12-4.1 et seq. and may lead to termination of the contract.**

At the direction of the NJDOT representative at the assembly location, trucks shall plow in accordance with the standards established for plowing formations, speeds, and identified priority locations including but not limited to those standards identified in the snow plowing guide provided to the vendor at the beginning of the contract.

Should the need arise, the NJDOT Regional Maintenance Engineer, or his/her designee, reserves the right to temporarily assign equipment to another roadway or designated location. Payment for temporary reassignment shall be governed by the same rate of pay and guaranteed minimums that the vendor would have received had the equipment been working on the section originally assigned. In this instance, the Vendor will be paid for travel time to and from the alternate location.

The vendor's truck driver/operator shall be subordinate to and accept direction and supervision from the NJDOT supervisor on site.

**3.6 VENDOR ASSEMBLY LOCATION**

An assembly location will be designated by the NJDOT Regional Maintenance Engineer within or near the Maintenance Crew’s Jurisdiction.

Payable time will begin at the assembly location upon the arrival of the vendor's equipment in a ready-to-work capacity, as determined by the NJDOT Representative on site. Deployed Time will be paid for actual time standing by at the designated assembly location waiting to begin operations, up to two hours. After two hours, Operating Time will be paid whether operations have begun or not.

**NOTE:** The NJDOT may request that the vendor assemble at a location other than that designated when the contract was initiated and in these circumstances may waive the reporting time limit to accommodate any additional travel the vendor may incur. In this instance, the Vendor will be paid for travel time to and from the alternate assembly location. A response to a request made to the vendor to assemble outside of a reasonable distance from the vendor’s point of origin will be at the discretion of the vendor and will not be penalized by the NJDOT if the request cannot be fulfilled.

**3.7 TRUCK REQUIREMENTS**

Snow plow trucks shall be within a minimum Gross Vehicle Weight (G.V.W.) requirement for each class of truck to be utilized in this contract. The G.V.W. is the total weight of the vehicle on its tires as it rests or rolls on the road, including chassis, cab, body, equipment, oil, water, fuel, the driver and the maximum payload and/or ballast. Each truck shall have **appropriate ballast** to plow the varying amounts of snow.

**TRUCKS FOUND TO BE WITHOUT BALLAST AND INCAPABLE OF PUSHING A FULL BLADE OF HEAVY SNOW WILL BE AUTOMATICALLY TAKEN OFF PAYABLE TIME AND RELEASED.**

Each truck will be classified based on its indicated manufacturer's G.V.W. The following classifications shall apply:

**Class "A" truck – GVW of 45,000 pounds or over (Preferred)**

**Class "B" truck – GVW of 20,000 to 44,999 pounds**

The NJDOT will put higher preference on Class "A" trucks over Class "B" trucks when evaluating bids. Once a Class "A" truck has been bid and awarded the NJDOT **will not** accept the substitution of a Class "B" trucks for a Class "A" truck at the same rate.

The bidder must complete Form 1, "Vendor Information and Snow Plowing Services Equipment Questionnaire", attached to this RFP.

All snow plow trucks shall, at the time the bid is submitted, be appropriately registered and/or licensed to perform the required work on the state highway system. Safety lights are required as noted in Section 3.7.1. All trucks will be subject to inspection at any time during a call-out and may not be permitted to operate if any of the requirements are not met.

The vendor shall be responsible for fuel, ballast, chains, repairs, insurance, safety lighting and all other items necessary for operations. All equipment must be refueled with a minimum loss of operating time. The vendor shall receive no compensation for those hours during which the truck or equipment fails to operate due to mechanical trouble or lack of proper ballast. These hours will be deducted from the eight (8) minimum if applicable.

All equipment shall be installed on the trucks before October 1, and remain installed in an operational status until April 30 for each yearly snow season. All equipment shall be operated in accordance with state laws and regulations.

**Trucks reporting for a call-out without safety lights visible from the rear of the truck will not be utilized for the call-out and will not be paid for reporting and will be subject to the filing of a formal complaint to Treasury's Contract Compliance & Audit Unit (CCAU). Formal Complaints are governed by N.J.A.C. 17:12-4.1 et seq. and may lead to termination of the contract. Standard vehicle warning flashers are not considered safety lights in this contract.**

### **3.7.1 SAFETY LIGHTS & CONSPICUITY MARKING REQUIREMENT**

All trucks providing snow plowing/removal services shall be equipped with amber safety lights and shall be of the strobe, LED, or rotating type. The truck shall be equipped with the amber safety lights mounted to be visible from 360 degrees or a minimum of two safety lights, one mounted on the back of the truck and one in the front. The safety lights are required in addition to the vehicle's normal hazard lights and must be visible from the rear of the truck. Also, reflective conspicuity markings shall be placed on the rear and sides of the vehicle in conformance with New Jersey and Federal Motor Vehicle Regulations and Safety Standards.

**Trucks reporting for a call-out without safety lights visible from the rear of the truck will not be utilized for the call-out and will not be paid for reporting and will be subject to the filing of a formal complaint to Treasury's Contract Compliance & Audit Unit (CCAU). Formal Complaints are governed by N.J.A.C. 17:12-4.1 et seq. and may lead to termination of the contract. Standard vehicle warning flashers are not considered safety lights in this contract.**

**NOTE:** All lights and mounting dimensions for safety lights are to conform to all New Jersey and Federal Motor Vehicle Regulations and Safety Standards.

### **3.7.2 FUEL PRICE ADJUSTMENT**

A fuel price adjustment (up or down) will be made to the vendor's original bid price (contract rate) once each year based on the increase or decrease in the cost of diesel fuel in accordance with the following procedure:

Adjustments will be based on diesel fuel pricing posted for the Central Atlantic Region PADD 1B by the US Department of Energy's weekly "EIA Retail On-Highway Diesel Prices— Average All Types." (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>) (the "EIA Posted Price"). If this source becomes unavailable, unworkable, or unsuitable, another source may be selected by the State.

Each year, the State will compute an increase or decrease to be applied to the contract rate based on the difference between the EIA Posted Price in effect on the date of the bid opening and the EIA Posted Price in effect on the 1st business day of the new contract year (the "New Rate").

If there is no EIA posting on the first business day of the new contract year, the next day's published posting will be used for the adjustment.

Each year, the yearly price adjustment will be added to or deducted from the original awarded contract price per hour. The price adjustment will be effective on the 1st business day of the new contract year. Adjustments will be rounded to the nearest cent. The State will issue an amendment to the contract to amend all contract awarded prices on or after the effective date of the price change.

ANY INCREASE OR DECREASE SHALL BE CALCULATED TIMES SIX (6) FOR AN ESTIMATED 6 GALLON USAGE PER HOUR.

**EXAMPLE: (Posting examples are not reflective of actual posting amounts)**

Base Rate: Published rate on date of bid opening: \$4.279

New Rate: April 9, 2012 posting (the 2<sup>nd</sup> Monday in April): \$4.282

$\$4.279 - \$4.282 = \$0.003$  or \$.03. Amount to be times by six (6) and added to the original awarded hourly contract price effective April 2012.

**Fuel Price Adjustment For Extensions:**

Fuel price adjustments for extensions may be negotiated and mutually agreed upon by the State and the vendor. The State's review may include appropriate indices, for example, EIA Index, as determined by the State, market conditions reflecting supply and demand, and other economic factors deemed appropriate by the state. Although each vendor's review will be independent, the percentage increase or decrease granted on renewal shall be the same for all vendors.

**3.7.3 LEASING/SUBLETTING OF TRUCKS AND/OR EQUIPMENT**

The vendor may lease or sublet trucks and/or equipment to be used under the contract; however, the sole responsibility for this contract rests with the vendor. Should the vendor lease or sublet trucks and/or equipment, a signed "**Certification for Leasing/Subletting, Trucks, Equipment**" (**Form 2**) should be attached to its bid proposal.

Nothing contained in this RFP shall be construed as creating any contractual relationship between any subcontractor and the State of New Jersey.

**3.8 PLOWS, ATTACHMENTS AND EQUIPMENT REQUIREMENTS**

All required snow plow apparatus shall be installed on trucks, and the trucks shall be ready to report for a Winter Readiness Evaluation during any of the ten (10) business days prior to the October 1 start date each year of the contract period. The NJDOT will notify each vendor in advance of their scheduled day. Fully outfitted trucks shall be ready for call-outs by October 1<sup>st</sup> each year of the contract period. The apparatus shall remain installed continuously through the period extending from October 1 to April 30 of the following year, during each winter season this contract is in effect.

### **3.8.1 NJDOT PLOWS, ATTACHMENTS AND EQUIPMENT**

If the vendor does not supply its own equipment, the NJDOT will furnish the vendor with snow plows and all necessary attachments and equipment for each truck listed on the "snow equipment questionnaire-trucks"(Form 1) of this RFP not later than two weeks prior to the winter readiness evaluation. This apparatus will consist of a bumper and axle mounting bracket, and an electrical pump to be installed inside the cab. **The vendor will be responsible for picking up the equipment from a NJDOT facility and for the installation of this equipment.** The NJDOT may request return of this equipment at the end of the winter season. The vendor will be required to acknowledge receipt of the NJDOT equipment on Form EQ-3 (to be provided by NJDOT) and will be responsible for any negligent loss or damage to the equipment. All equipment shall be subject to inspection, retrieval, repair or maintenance at the end of each storm and at any time during this contract period.

**Note:** In the event any of the provided equipment is lost, stolen, destroyed or damaged beyond repair, due to vendor's negligence, the amount of the loss or value of the damaged equipment will be determined by the NJDOT and the vendor will be charged the replacement cost of the equipment less appropriate depreciation. The vendor agrees to reimburse the NJDOT for any such loss, the cost of which will be billed to the vendor or withheld from monies due under the contract.

The vendor shall not use NJDOT equipment for any purpose other than the plowing of state roads or as directed by NJDOT representatives. Any violation will result in a loss of the season minimum and a minimum liquidated damage assessment of \$5,000.00 per offense to be deducted from accrued monies in the vendor's account and may result in termination of the contract.

#### **3.8.1.1 CHANGING SNOW PLOW BLADES (STEEL & RUBBER) – NJDOT PLOWS ONLY**

The NJDOT will provide the required blade or cutting edge and curb bumpers and skid shoes for each model snow plow assigned to a vendor along with the necessary mounting hardware. Steel plow blades on NJDOT supplied plows may be changed by either the NJDOT or the vendor. If directed, the vendor is required to change or adjust a plow blade. If the NJDOT is changing a blade for the vendor, there shall be a maximum time deduction of one half hour in no-pay status. If the vendor is changing the blade then the maximum shall not apply and the truck will be in no-pay status until back in operation.

Repairs to parts other than the wearable parts of the plow shall be performed by the NJDOT. Vendors can not be compensated for repairs made to other than wearable parts of the plow.

Plow parts shall be distributed to each vendor in a one for one method meaning damaged or worn parts shall be turned in to the NJDOT for replacement.

**Note:** The vendor shall contact the DOT supervisor whenever a rubber blade requires either flipping or replacement. The DOT supervisor will instruct the vendor at that time as to the procedure. A spare plow shall be utilized whenever possible to limit the down time of the truck from the plowing operation.

#### **3.8.1.2 PAYMENT FOR RETURNED EQUIPMENT – NJDOT PLOWS ONLY**

If the vendor is using NJDOT plows, NJDOT will pay the vendor an annual flat payment at the end of each winter season of **\$150.00 per truck for attaching the equipment at the beginning of the snow season and detaching the equipment at the end of the snow season.** At the discretion of the NJDOT, all equipment may be requested to be returned to the NJDOT before payment is made. If the requested equipment is not returned or returned in an inoperable condition, the vendor will not be paid. All invoices for the attachment/detachment payment must be submitted by June 30<sup>th</sup> of each contract year. At the conclusion of the contract term, all equipment shall be returned to the NJDOT. If for whatever reason the contract is terminated before each snow season has been completed, the payment for attachment and detachment shall not be made.

Any monies due the NJDOT for any damage incurred by the vendor to either equipment or facilities such as guide rails, bridge railings, signs, delineators and all other construction shall first be deducted from the returned equipment payment amount. If the damage incurred exceeds monies due a bill will be sent to the vendor or a claim will be filed against the vendor to recover the loss.

### **3.8.2 VENDOR SUPPLIED PLOWS, ATTACHMENTS AND EQUIPMENT REQUIREMENTS**

If the vendor supplies its own plows, it must also supply any and all associated apparatus required for the truck to be fully equipped for snow plowing/removal operations. At a minimum, the vendor must supply a two-way manual plow. The plow provided must be a minimum of 11ft wide, with a preference for 12ft wide. All equipment to be provided will be subject to inspection by the NJDOT as per Section 3.7 and Section 3.4.

Each snow section shall require at least one (1) funnel plow, as noted in the Bid Sheet. The funnel plow must be a minimum of 11ft wide.

The vendor shall maintain a sufficient number of spare plows to ensure the continuity of operations.

**All required maintenance and repair of snow plows and associated apparatus is the responsibility of the vendor.**

**It is the responsibility of the vendor to supply and maintain plow blades. Time out-of-service utilized for blade changes during a call-out will be deducted from the vendor's operating time.**

### **3.9 DRIVER/OPERATOR REQUIREMENTS**

The vendor is responsible for providing a sufficient number of drivers and/or operators to perform the services required under the contract twenty four (24) hours per day, seven (7) days per week if needed. All vendor personnel shall work within the rules, regulations and requirements of the CDL (Commercial Drivers License) and must observe all the laws and regulations of the State of New Jersey. The vendor must provide personnel who are able to effectively communicate in English. A snow plowing guide will be provided to the vendor for distribution to all drivers/operators. Rotation of crews will be at the discretion of the vendor in providing continuous operation to ensure the safety of its drivers/operators and the motoring public.

**NOTE: IT IS THE RESPONSIBILITY OF THE VENDOR AND ITS EMPLOYEES TO ENSURE THAT NO VENDOR EMPLOYEE OR PERSON PROVIDING DRIVING SERVICES TO THE VENDOR VIOLATES THE "DRIVING WHILE FATIGUED" STATUTE OR ANY OTHER CDL REGULATION OR REQUIREMENT.**

Drivers and operators provided under this contract, whether employees of the vendor or subcontractors, shall have a minimum of two years experience in operating the class of truck to which the driver or operator is assigned. All drivers are required to possess and maintain in force throughout the term of the contract all state and federal licensing requirements as they pertain to



driving class A or B trucks. All personnel shall be experienced, thoroughly trained and qualified to perform the work assigned to them. The vendor may be required to furnish copies of driver licenses of personnel assigned to work under this contract.

**Safety Vests-** While performing their duties on a travelled roadway, all vendor personnel must wear a safety vest when outside of their vehicle.

The vendor and its drivers or operators will be held jointly and severally responsible for any and all accidents attributed to a driver/operator's negligence. The vendor shall maintain payroll records and reports and carry workers compensation insurance on all employee drivers, and will comply with all applicable laws and regulations of all governmental agencies relative to the employment of such drivers.

It should be noted that the NJ Prevailing Wage Act & Regulations do not apply to this service contract per N.J.S.A. 34:11-56.26(5).

### **3.10 SUPERINTENDENT REQUIREMENTS**

The vendor shall supply a Superintendent, who shall be a vendor employee and shall oversee the snow plowing operations, including but not limited to the mobilization, use and control of vendor equipment and personnel. The Superintendent shall be available for duty from the initial call-out until operations have been completed. Note: Superintendents shall not be used when the trucks are being used only for hauling (see Section 3.13.6). However, NJDOT reserves the right to require a Superintendent for the operation of the loaders and graders.

The Superintendent shall be responsible for assembling the requested number of trucks at the designated assembly area within one hundred twenty (120) minutes of the time of the call-out by the NJDOT. The Superintendent's responsibilities shall also include, but not be limited to, checking vehicles to determine if all are properly equipped, fully fueled and properly ballasted, expediting plow hook-ups on call-outs, refueling of trucks, assigning relief drivers, coordinating repairs, noting the condition of all NJDOT equipment assigned and any other duties essential to the performance of the work. The Superintendent shall be responsible for maintaining communication with the NJDOT representative at all times.

**The Superintendent shall not ride in or drive any of the snow plow vehicles.** The Superintendent shall be in a separate vehicle equipped with safety lights as required in Section 3.7.1. Superintendent vehicles must have a safety light on the vehicle visible for 360 degrees. Standard vehicle warning lights are not adequate.

In order to permit contact with the NJDOT representative, the Superintendent shall provide a cellular telephone number to the NJDOT representative when notified to report for a plowing assignment and shall have an activated cellular telephone in the vehicle at all times during a snow plowing call-out.

In addition, NJDOT will provide the Superintendent with a handheld communication device for his or her vehicle that shall remain on and audible and in the vehicle until released from duty. The Superintendent shall receive the handheld radio communication device upon reporting for a callout. The device will enable the NJDOT to track the vehicle using GPS technology. See Section 3.11.

**The Vendor will be required to sign Form EQ-3R for each handheld device assigned.**

**Any failure to maintain hand held communication operability during a call-out will be deemed a breach of contract. The vendor will not be paid for any time during which the hand held communication device is not in use because of the actions of the vendor or its employees or subcontractors.**

The Superintendent shall call the NJDOT Supervisor or assigned representative by telephone whenever he or she leaves the snow plowing operations to inform the NJDOT representative of the reason for and expected length of the absence.

**If the vendor is using NJDOT's equipment:** It is the Superintendent's responsibility to inspect all equipment prior to being dismissed at the end of each storm event. If any of NJDOT's equipment is found upon inspection to be damaged, the Superintendent shall notify NJDOT and provide NJDOT with documentation of the damage. The DOT will inspect and assess the damage(s) and arrange for any necessary repairs. The vendor will be held responsible for all negligent loss or damage to such equipment. See Sections 3.8.1 and 3.23 of this RFP. The vendor will not be held accountable for any damage occurring if the vendor was directed to continue to operate the equipment by the NJDOT even though the NJDOT knew the equipment was in need of repair or if the NJDOT failed to respond to a vendors request for repair/parts for the equipment.

Payable time for the Superintendent will start from the time of call-out only if the requested number of trucks is ready to begin operations at the designated assembly area within one hundred twenty (120) minutes from the time of the call-out. If the Superintendent is unable to assemble the requested number of trucks at the vendor's designated assembly location within the one hundred twenty (120) minutes after call-out, payable time for the Superintendent will begin at the time the first truck arrives at the assembly area.

Payable time will end when the vendor has been released from duty by a NJDOT Supervisor or assigned representative.

### **3.11 COMMUNICATION**

At the discretion of the NJDOT, each vendor truck may be assigned a hand-held communication device for both communication and vehicle tracking capability using GPS technology. The hand held communication device shall remain on and audible at all times and remain in the vehicle during the plowing operation until dismissed by the NJDOT. The vendor will be provided instruction for use of the hand held communication device.

In the event any of the provided communication equipment is lost, stolen, destroyed or damaged beyond repair, due to vendor's negligence, the amount of the loss or value of the damaged equipment will be determined by the NJDOT and the vendor will be charged the replacement cost of the equipment less appropriate depreciation. The vendor agrees to reimburse the NJDOT for any such loss, the cost of which will be billed to the vendor or withheld from monies due under the contract.

**The Vendor will be required to sign Form EQ-3R for each handheld device assigned.**

**Any failure to maintain hand held communication operability during a call-out will be deemed a breach of contract. The vendor will not be paid for any time during which the hand held communication device is not in use because of the actions of the vendor or its employees or subcontractors.**

### **3.12 OTHER EQUIPMENT**

#### **3.12.1 TRUCK MOUNTED WING PLOW**

The bidder may offer, on Form 3, to supply an eleven (11) foot truck mounted wing plow as an optional add-on to any truck that is already being bid by the bidder for a section. The use of this wing plow will be at the NJDOT's discretion. The bidder awarded this line item will be notified at call-out if the wing plow should be attached to the truck for that event and will be compensated for the wing plow for the duration of the call-out at the hourly rate stated in Section 3.13.5. Bidders

are encouraged to offer this equipment, but whether or not the bidder has offered the equipment will not be considered in evaluating the bidder's bid.

### **3.12.2 LOADERS AND GRADERS**

The bidder may offer, on Form 3, to supply loaders and graders to be used in NJDOT's maintenance operations during the contract period, on an as-needed basis. The different types and classes of loaders/ graders and the hourly rates to be paid for the same are stated in Section 3.13.3. These hourly rates include all of the cost of furnishing the specified equipment, including but not limited to drivers and/or operators, materials, fuel, oil, ballast, tire chains, safety lights, repairs, insurance, maintenance and transportation.

Payment will be made for the actual number of hours that equipment, fully manned and ready for immediate operation, was used by NJDOT personnel. No payment will be made for any time for which loaders/ graders become disabled and are unable to continue operating in the performance of the required work.

If NJDOT elects to use the equipment during a snow call-out, the equipment must be delivered to the designated assembly location within one hundred twenty (120) minutes of the call-out. When this one hundred twenty (120) minute requirement has been met, a payment of eight (8) hours of either Deployed Time, Operating Time or a combination thereof will be guaranteed for each requested piece of manned equipment.

The Seasonal Minimum Compensation amount described in Section 3.14 shall not apply to NJDOT's use of vendor's loaders and/or graders.

Bidders are encouraged to offer this equipment, but whether or not the bidder has offered the equipment will not be considered in evaluating the bidder's bid.

### **3.13 PAYMENT FOR OPERATING TIME**

The contract rate shall include all of the vendor's cost of operation, including but not limited to labor, drivers and/or operators, materials, equipment, transportation, fuel, oil, repairs, ballast, tire chains, safety lights, maintenance and insurance.

**Straight time** is work performed between midnight Sunday and midnight Friday, except the holidays listed in Section 3.15.

**Premium time** is work performed between midnight Friday and midnight Sunday, and on the holidays listed in See Section 3.15.

Payable time will begin for each truck when it arrives at the designated assembly location prepared to commence snow plowing operations, and the Superintendent reports to the NJDOT's Regional Emergency Operations Center or designated person. Deployed Time will be paid for actual time standing by at the designated assembly location or other location waiting to begin, continue, or cease operations, up to two hours. After two hours, Operating Time will be paid whether operations have begun or not.

A minimum of eight (8) hours of Operating Time or a combination of Operating and Deployed Time will be paid when the vendor is issued a call-out and reports ready for work within one hundred twenty (120) minutes from the initial call-out from the NJDOT with the requested number of trucks. If the vendor has not met the one hundred twenty (120) minute call-out requirement and/or has not reported with the requested number of trucks, then payment will be made only for actual hours worked.

Whenever the vendor is called out to provide trucks for hauling only, there will be no minimum hours and payment will be made only for the actual hours worked.

No payable time will be allowed for the period in which trucks, graders and/or loaders become disabled and are unable to continue snow plowing/removal during a call-out event.

### **3.13.1 HOURLY PAY RATES PER TRUCK**

**Premium time** will be a flat hourly rate of **thirteen (\$13) dollars per hour**, per truck, added to the bidder's hourly bid price for straight time per truck, for each snow section.

Example of Hourly Payment for Straight Time and Premium Time Per Truck (These Are Not Actual Numbers)

Hourly Rate Bid Per Operating Hour Straight Time	@ \$50.00/HOUR PER TRUCK
State Established Premium Time (Flat Rate)	@ \$13.00/HOUR/PER TRUCK
<b>Total</b>	<b>\$63.00/HOUR/PER TRUCK</b>

Under this example the vendor would be paid \$63 (sixty-three dollars) per operating hour which includes the premium time additive per truck.

The above unit hourly rates shall include the cost/expense of furnishing the specified equipment, drivers and/or operators, materials, fuel, oil, ballast, tire chains, safety lights, repairs, insurance, maintenance, transportation and all costs and expenses necessary therefore and incidental thereto, except for the superintendent, changing snow plow blades and any vendor supplied plows and mounting apparatus. It should be noted that the NJ prevailing wage act & regulations do not apply to this service contract per N.J.S.A. 34:11-56.26(5).

### **3.13.2 HOURLY PAY RATES FOR SUPERINTENDENT**

Bidders are to propose an hourly rate for a Superintendent on price line 280. Bidders may not propose an hourly rate over \$45.00. Bidders who provide an hourly rate over \$45.00 will be considered non-responsive and, therefore, not eligible for an award.

These hourly rates shall include costs associated with providing the Superintendent, including but not limited to labor, vehicle, fuel, oil, ballast, repairs, communication devices and insurance.

The superintendent rate will be used as part of the bid evaluation per Section 6.6.1 "Price Evaluation".

### **3.13.3 PAYMENT FOR DEPLOYED TIME HOUR RATE**

Deployed Time is the period between the time the vendor has been instructed by the NJDOT's Regional Emergency Center to stand by after all trucks and/or other equipment are assembled at the designated assembly location, prepared to commence snow plowing operations and the actual time the vendor is directed to commence snow plowing operations. Deployed Time payments shall not exceed two (2) hours per call-out. Operating Time will be paid after two hours on stand-by whether operations have begun or not.

NJDOT will pay the vendor for a minimum of eight (8) hours of either Operating Time or a combination of Deployed Time and Operating Time, when the vendor is issued a call-out and reports ready for work at the designated assembly location within one hundred twenty (120) minutes as described in this RFP. Deployed Time will be paid only when trucks and other equipment are fully manned and ready for immediate operation.

Bidders must propose a Deployed Time hourly rate on price line 281. Bidders may not propose a Deployed Time hourly rate over \$70.00. Bidders who provide an hourly rate over \$70.00 will be considered non-responsive and therefore, not eligible for an award.

The proposed Deployed Time rate will be used, along with the rates proposed for Operating Time and Superintendent, to calculate the bidder’s overall price for evaluation purposes per Section 6.6 “Evaluation Criteria”.

Hourly rates proposed for Deployed Time must include all of the costs and expenses of furnishing the specified equipment, including but not limited to drivers and/or operators, materials, fuel, oil, ballast, tire chains, safety lights, repairs, insurance, maintenance and transportation.

**3.13.5 HOURLY PAY RATES FOR OTHER EQUIPMENT**

The hourly rate to be paid for other equipment, if used, has been determined as listed below.

<u>Description of Equipment</u>	<b>Operating Straight Time (Hourly)</b>	<b>Operating Premium Time (Hourly)</b>
Truck Mounted Wing Plow – 11 ft.	\$30.00	\$38.00
Class C: Grader-20,000 to 27,999 lbs.	\$98.00	\$111.00
Class D: Grader-28,000 Lbs. & Up	\$113.00	\$126.00
Class E: Front End Loader-1 1/4 To 2 Cy	\$ 85.00	\$98.00
Class F: Front End Loader-2 1/4 To 2 3/4 Cy	\$100.00	\$113.00
Class G: Front End Loader-3 To 3 3/4 Cy	\$110.00	\$123.00
Class H: Front End Loader-4 To 6 Cy	\$142.00	\$155.00
Class I: Front End Loader-6 1/4 To 8 Cy	\$167.00	\$180.00
Class J: Front End Loader-8 1/4 To 10 Cy	\$225.00	\$238.00
Class K: Front End Loader-10 1/4 Cy And Up	\$252.00	\$265.00

The above hourly rates shall include all of the costs and expenses of furnishing the specified equipment, including, but not limited to drivers and/or operators, materials, fuel, oil, ballast, tire chains, safety lights, repairs, insurance, maintenance and transportation.

**3.13.6 PAYMENT FOR HAULING TIME (CLASS A TRUCKS ONLY)**

Payment will be made for the actual number of hours that equipment was used in the hauling of materials by Class A trucks only, as authorized by NJDOT personnel, at the following flat hourly rates:

- Unit Hourly Rate Hauling Straight Time = \$90.00
- Unit Hourly Rate Hauling Premium Time = \$103.00

The above hourly rates shall include the all of the costs and expenses of furnishing the specified equipment, including but not limited to drivers and/or operators, materials, fuel, oil, ballast, tire chains, safety lights, repairs, insurance, maintenance and transportation.

Superintendents are not to be assigned, and shall not be paid when the contracted trucks are being used only for hauling.

**3.14 SEASONAL MINIMUM COMPENSATION AMOUNT**

The vendor is guaranteed to be paid no less than **\$1500** per truck for each snow section for each year of the contract, provided the vendor has performed in accordance with all the provisions of this contract throughout the entire snow season (“Minimum Compensation Amount”).



The vendor hereby agrees to accept the payment as specified herein as full payment for the performance of all work hereunder, for furnishing all labor, drivers and/or operators, materials, equipment, transportation, fuel, oil, ballast, repairs, maintenance, insurance, supervision and all else necessary therefor, and for all incidental expenses in connection therewith.

### **3.18 INSURANCE REQUIREMENTS**

The vendor shall provide insurance coverage as follows:

**A. GENERAL LIABILITY POLICY** as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. Broad form of comprehensive general liability.
2. Products/Completed Operations.
3. Premises/Operations.

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

The general liability insurance shall name the state, its officers and employees, as named insureds.

**B. AUTOMOBILE LIABILITY INSURANCE** which shall be written to cover any automobile used by the insured. Limit of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

**C. WORKER'S COMPENSATION INSURANCE** applicable to the laws of the State Of New Jersey and employee's liability insurance with limits of not less than:

**\$1,000,000** Bodily Injury, Each Occurrence  
**\$1,000,000** Disease Each, Employee  
**\$1,000,000** Disease Aggregate Limit

CERTIFICATES OF INSURANCE MUST INCLUDE THE FOLLOWING PROVISIONS:

1. Thirty (30) day's written notice of cancellation.
2. General liability limits as described above.
3. The state, its officers and employees as named additional insured.
4. Automobile liability limits as described above.
5. Workers compensation limits as described above.
6. The name of the vendor as it appears in this contract.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the vendor for liability in excess of such coverage, nor shall it preclude the NJDOT from taking such other actions as are available to it under any other provisions of this contract or as otherwise within the law.

#### **3.18.1 PROOF OF INSURANCE**

The following section supplements Section 4.2 of the States Standard Terms and Conditions. Within 30 days of the award, the vendor shall furnish certificates of insurance, together with declaration pages, in a form satisfactory to the Procurement Bureau showing compliance with this subsection. Failure to do so may result in cancellation of the contract award.

Certificates shall be emailed to the address given below:

[Jackie.kemery@treas.state.nj.us](mailto:Jackie.kemery@treas.state.nj.us)

All certificates must indicate the solicitation number and/or T# of the contract in the Description of Operations box and shall list the State of NJ, Department of the Treasury, Procurement Bureau, Contract Compliance & Audit Unit, PO Box 236, Trenton, NJ 08625 in the Certificate Holder Box.

In addition, the vendor shall provide the NJDOT with current certificates of insurance for all coverages and renewals thereof, which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after providing thirty (30) days written notice to the individuals at the addresses given above.

Upon request, the vendor shall furnish the NJDOT with a certified copy of each policy itself, including the provisions establishing premiums.

### **3.19 ACCIDENT REPORTING**

The vendor's driver shall immediately report any accident to the police. As soon as possible thereafter, the driver shall report the accident to the appropriate NJDOT Regional Emergency Operations Center listed below.

Region North Emergency Operations Center-	973-601-6630
Region Central Emergency Operations Center-	732-625-4320
Region South Emergency Operations Center-	856-486-6641

The vendor must promptly report, in writing, within 48 hours to the NJDOT Regional Maintenance Engineer, all accidents whatsoever arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage giving full details and statements of witnesses.

### **3.20 SUPPLEMENTING EQUIPMENT**

When deemed necessary by the NJDOT Regional Maintenance Engineer, the NJDOT reserves the right to supplement a snow section with additional equipment from another vendor's resources or with state resources.

The NJDOT will not be obligated in any way to provide additional compensation either to the vendor assigned to the snow section requiring supplemental vehicles or to the vendor providing the supplemental vehicles, except for monies due for the actual number of hours worked by the vendor under the terms and conditions of the contract provisions stipulated herein.

### **3.21 RESPONSIBILITY FOR WORK & EQUIPMENT**

The vendor shall be solely responsible for all of the services required under the contract. The vendor shall not sell, transfer, assign or otherwise subcontract the performance of the work under this contract to any third party except as otherwise permitted in Sections 3.7.3, 4.4.1.1.2 and 5.12 of this contract.

The vendor assumes full responsibility for all equipment owned, loaned, or leased/sublet and employed in the prosecution of the contract hereunder and agrees to make no claims against the State or the NJDOT for damages to such equipment from any cause whatsoever.

During the period the vendor has custody of equipment owned by the NJDOT, the vendor shall be responsible for any negligent loss or damage to such equipment. The vendor will also be held



responsible for any negligent damage to government facilities including guide rails, bridge railings, signs, delineators and all other construction, caused while performing snow plowing/removal operations.

### **3.22 VENDOR INDEMNIFICATION OBLIGATION**

The following section supplements Section 4.1 of the States Standard Terms and Conditions.

The vendor agrees to indemnify, defend and save harmless the State, its officers and employees against any and all claims and suits of every name and description and all damages to which the State, its officers and employees may be put by reason of injury or damage or a claim of injury or damage to the person or property of others resulting from the negligence of the vendor in the performance or furtherance of the work described in this contract or any other related activity which the vendor performs for the Sstate during the term of this contract.

### **3.23 VENDOR DAMAGE CLAIMS**

The vendor shall make no claim against the State, its officers or employees for any damages of any description or costs incurred by vendors by reason of damage to vendor's property or property used by the vendor.

### **3.24 NJDOT DAMAGE CLAIMS**

In the event of negligent loss of or damage to NJDOT's equipment or property by the vendor or vendor's employees, the amount of the loss or value of the damaged equipment will be determined by the NJDOT, for which the vendor will be charged the cost of repair or replacement. The vendor agrees to reimburse the NJDOT for the value of such loss or damage. The reimbursement due will be billed to the vendor or withheld from monies due from the State to the vendor.

### **3.25 GROUNDS FOR TERMINATION OF SNOW PLOWING CONTRACT**

Satisfactory performance of this contract is directly related to and essential for the safety of all roadway users. Should the vendor's performance during the contract be deemed unsatisfactory by the NJDOT Regional Maintenance Engineer, the Director may terminate the contract. Grounds for termination may include, but are not limited to, late response for call-outs; , failure to provide a valid insurance certificate; cancellation of insurance; failure to renew insurance; failure to report ready, willing and able to plow snow on the snow section(s) awarded within the one hundred twenty (120)minute call-out period; unsafe plowing practices; failure to follow NJDOT guidelines for proper plowing procedures; failure to follow the instructions of the NJDOT Regional Maintenance Engineer or his representative; failure to report with a full complement of trucks; failure to equip trucks with required safety equipment (Section 3.2 of RFP) or actions constituting a danger to the public, private property, public employees or public property.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its proposal.

### **4.4 PROPOSAL CONTENT**

#### **4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

#### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the proposal.

#### **4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the McBride principles.

By signing the RFP Signatory Page, or by entering its PIN if submitting an eBid proposal, the bidder/offeror is automatically certifying that either:

- a. The bidder has no operations in Northern Ireland; or
- b. The bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A bidder/offeror electing not to certify to the MacBride Principles must nonetheless sign the RFP Signatory Page AND must include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

#### **4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any subcontractors, by signing the RFP Signatory Page, the bidder is *automatically* certifying that:

1. In the event the award is granted to bidder's' firm and the bidder later determines at any time during the term of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the bidder will submit a Subcontractor Utilization Plan form for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.
2. If the contract is a small business subcontracting set-aside, the bidder certifies that in engaging subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **4.4.1.1.3 NON-COLLUSION**

By submitting a proposal, the bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other vendor, bidder or potential bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or

person who is a bidder or potential bidder, and they will not be disclosed before proposal submission.

- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by State vendors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFP signatory page, or by entering a pin if submitting an e-bid proposal, the bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **4.4.1.2 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:24.2, in the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

#### **4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form for this purpose.

#### **4.4.1.4 SUBCONTRACTOR UTILIZATION PLAN**

All bidders intending to use a subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

#### **4.4.1.5 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS**

Not Applicable to this RFP.

#### **4.4.1.6 BID SECURITY**

Not Applicable to this RFP.

#### **4.4.1.7 PRICING**

The bidder must submit its pricing on the State supplied Price Sheet/Schedule and supply any additional pricing information as directed in RFP Section 4.4.5.

#### **4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

##### **4.4.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors (Form Reg A) must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any bidder, inclusive of any named subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a bidder's early attention to this requirement is highly recommended. The bidder and its named subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A bidder otherwise identified by the Division as a responsive and responsible bidder, inclusive of any named subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A bidder who fails to comply with this requirement by the deadline specified by the Division will be deemed ineligible for contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A bidder receiving a contract award as a result of this procurement and any subcontractors named by that bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **4.4.3 SUBMITTALS**

**A. The bidder must furnish all information required by completing the forms accompanying this RFP for one or more snow sections bid and offering optional graders & loaders. These forms should be submitted by the bidder with its proposal. If not received with the bid proposal, the bidder must submit these forms within five (5) days from either verbal or written request by the State. Failure to submit the forms within this time frame will result in rejection of its bid proposal.**

"FORM 1"      *Vendor Information & Snow Plowing Services Equipment Questionnaire*  
[\(Section 4.4.7 of this RFP\).](#)

"FORM 2"      *Certification for Leasing/ Subletting – Trucks/Equipment* [\(Section 4.4.7 of this RFP\).](#)

- "FORM 3"     *Snow Removal Questionnaire - Vendor Information Form for Rental of Graders /Loader with Operator*  
[\(Section 4.4.7 of this RFP\).](#)
- "FORM 4"     *Certification of Truck/Vehicle Registration*
- "FORM 5"     *List of Drivers/Subcontractors/Experience*
- "FORM 6"     *Experience of the Bidder*

**B. All forms listed above must be downloaded from the state website along with the RFP and other special forms as specified in Section 4.4.7 of this RFP.**

#### **4.4.3.1 BIDDER EXPERIENCE**

The bidder should complete ALL the information requested on Form 6 and the Bidder Data Sheet Form attached to this RFP so that the State is able to make a sound business judgment regarding the bidder's experience and capability to perform the contract to the State's satisfaction.

The State may require a bidder to provide additional information or documentation within five (5) days of request by the State.

#### **4.4.4 FINANCIAL CAPABILITY OF THE BIDDER**

Upon request, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as confidential and not subject to disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. when the bidder has a good faith legal/factual basis for such assertion. A bidder may submit any such financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

#### **4.4.7 METHOD OF BIDDING**

##### **A. SUBMISSION OF PRICE SHEETS**

The pricing pages in the RFP indicate the number of trucks required for each snow section. The bidder may submit a bid proposal for one or more snow sections in one or more regions or multiple snow sections within a region.

The bidder must submit a separate hourly rate bid for Class "A" and Class "B" trucks if the bidder is proposing using both types of trucks in a specific snow section. The bidder must also indicate how many trucks will be fully equipped with the bidder's equipment. Failure to do so will result in the rejection of its bid proposal for that snow section only.

Bidder should indicate their preference for a specific section on the bid price line.

The bidder must complete all information requested on the bid price sheets.

Bidders only need to submit the pages where they are offering a bid.

## **B. SUBMISSION OF PROPOSAL DOCUMENTS**

**The bidder must furnish all information required by completing the following forms accompanying this RFP for one or more snow sections bid and offering optional graders & loaders. These forms should be submitted by the bidder with its proposal. If not received with the bid proposal, the bidder must submit these forms within five (5) days from either verbal or written request by the State. Failure to submit the forms within this time frame will result in rejection of its bid proposal.**

### **THE BIDDER MUST FURNISH ALL INFORMATION REQUIRED BY COMPLETING THE ATTACHED FORMS:**

**"FORM 1" *Vendor Information & Snow Plowing Services Equipment Questionnaire***

**"FORM 2" *Certification for Leasing/ Subletting – Trucks/Equipment***

**"FORM 3" *Snow Removal Questionnaire - Vendor Information Form  
for Rental of Graders /Loaders w/ Operator***

**"FORM 4" *Certification of Truck/Equipment Registration***

**"FORM 5" *List of Drivers/Subcontractors/Experience***

**"FORM 6" *Experience of Bidder***

- C. FORM 1:** This form must be submitted by the bidder who is offering snow plowing services for any snow section(s) listed in this RFP. The bidder must list the make, year, model, license plate number(s), the G.V.W. rating for each truck he owns or will lease from another party, for each section bid.
- D. FORM 2:** This form is required for each truck, grader or loader that the bidder does not own but will lease/sublet from another party, as identified by the bidder on either Form 1 or Form 3. Information of the person(s) from whom the bidder intends to lease the equipment must be provided on Form 2 and the form must be notarized for State acceptability.
- E. FORM 3:** This form must be submitted by the bidder who either owns or will lease from another party, the types and classes of graders or loaders listed on Form 2 that may be rented by the NJDOT to supplement their winter operations. The bidder must provide the make,

year, model, license plate number for each grader or loader the bidder owns/leases on this form.

**F. FORM 4 – CERTIFICATION OF TRUCK/EQUIPMENT REGISTRATION:** On this form the bidder certifies that the trucks/equipment offered by the bidder will have a current valid registration and the registrations will remain valid for the life of the contract. No copies of registrations are needed for this RFP.

**G. FORM 5- List of Drivers/Subcontractors/Experience** – This form must include all drivers and subcontractors that the bidder will use to carry out the contract. If awarded a contract, the vendor will be required to submit this form at the beginning of each contract year.

**H. FORM 6 – Bidder’s Experience** – On this form, the bidder must describe its experience in snow plowing operations. The bidder’s experience will be a factor in the bid evaluation.

**IMPORTANT NOTE:** If additional space is needed to list all required information on all forms, the bidder should photocopy the attached forms.

## **I. CAUSES FOR REJECTION OF PROPOSAL**

The NJDOT reserves the right to inspect the bidder's equipment to ascertain that it is in satisfactory working condition prior to award of contract and anytime during the contract period. The Director may terminate the contract if equipment is found to be unsatisfactory.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the vendor's proposal, any best and final offer and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The base term of the contract shall be for a **period of one (1) year** or a lesser timeframe dependent on the date of execution through July 31<sup>st</sup>, 2016. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the vendor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

## **5.5 VENDOR RESPONSIBILITIES**

The vendor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the vendor. The vendor shall have sole responsibility for all payments due any subcontractor.

The vendor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The vendor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the vendor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the vendor's performance of this contract.

## **5.6 CLAIMS AND REMEDIES**

### **5.6.1 CLAIMS**

All claims asserted against the State by the vendor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.6.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

## **5.7 ELECTRONIC PAYMENTS**

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

## **5.12 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The vendor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional subcontractors are authorized to begin work until the vendor has received written approval from the Director.



If it becomes necessary for the vendor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the vendor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The vendor must provide detailed justification documenting the necessity for the substitution or addition.

The vendor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the vendor in its proposal.

### **5.13 PROGRAM EFFICIENCY ASSESSMENT**

The State Using Agencies shall be charged an assessment equal to one-quarter of one percent (0.25%) of the value of all transactions under this contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

## **6.0 PROPOSAL EVALUATION**

### **6.1 RIGHT TO WAIVE**

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; and
- (3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

### **6.2 DIRECTOR'S RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The Director reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### **6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES**

The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

### **6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform

the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined.

## **6.5 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After the proposals are reviewed, one, some or all of the bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a proposal. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

## **6.6 EVALUATION CRITERIA**

The following criteria will be used to evaluate all responsive bid proposals. The criteria are not necessarily listed in order of importance:

- a) Price – For purposes of determining the lowest bid price, the Procurement Bureau will use a consumption model. The consumption model will use the hourly Operating Time rate, the hourly Superintendent rate and the hourly Deployed Time rate proposed by the bidder to calculate an overall bid price for evaluation purposes. Points will be awarded based on price, with the lowest price for any given snow section receiving the highest number of points. The consumption model will be made available after the issuance of the letter of intent to award;
- b) Experience of the bidder – Points will be awarded based on the bidder's experience as documented on Form 6 and Bidder's Data Sheet

### **6.6.1 PROPOSAL DISCREPANCIES**

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

### **6.6.2 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, , and other factors during the evaluation process and makes a recommendation to the

Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.7 below, the Director reserves the right to negotiate price reductions with the selected bidder.

## **6.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating proposals, the NJDOT may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Division to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Division may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the State will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Division may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of proposals and as applicable, negotiation(s) and/or BAFO(s), the Division will recommend, to the Director, the responsible bidder(s) whose proposal(s), conforming to the RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected bidder(s).

**Negotiations will be conducted only in those circumstances where they are deemed by the Division or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

## **6.8 COMPLAINTS**

A bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Vendor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Not applicable to this RFP.

### **7.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a bidder and its named subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 4.4.2.1 of this RFP for further information.)

### **7.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose proposal(s), conforming to this RFP, is (are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

### **7.3 INSURANCE CERTIFICATES**

The vendor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

### **7.4 PERFORMANCE SECURITY**

Not applicable to this RFP.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the vendor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the vendor, assuring that Purchase Orders are issued to the vendor, directing the vendor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the vendor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the vendor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the vendor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a vendor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The vendor may contact the State Contract Manager if the vendor cannot resolve a dispute with contract user.

## **9.0 Bidders Checklist**

- Read and understand the Request for Proposal (RFP).
- Know the methods of a bid submission, US mail/Express mail services, and hand delivered. No emailed bids are accepted.
  
- Completed all of the required equipment forms.
  - Form 1 - Vendor Information & Snow Plowing Services Equipment Questionnaire
  - Form 2 - Certification for Leasing/ Subletting – Trucks/Equipment **(if applicable)**
  - Form 3 - Snow Removal Questionnaire - Vendor Information Form for Rental of Graders /Loaders w/ Operator **(if applicable)**
  - Form 4 - Certification of Truck/Equipment Registration
  - Form 5 - List of Drivers/Subcontractors/Experience
  - Form 6 - Experience of Bidder
  
- Completed all of the required business forms.
  - Signatory Page (Cover Sheet)
  - Ownership Disclosure (MUST provide all information for anyone who owns 10% or more
  - Bidders Data Sheet
  - Business Registration Certificate
  
- Signed all documents where required.
- Ensured that all proposal prices are typed or written in ink.
- Initialed any changes that may have been made or your bid will be rejected.