

REQUEST FOR QUOTATION

Emergency Winter Towing 2020 Waiver

STATE OF NEW JERSEY

Honorable Philip D. Murphy, Governor
Honorable Sheila Y. Oliver, Lt. Governor

DEPARTMENT OF TRANSPORTATION

Diane Gutierrez-Scaccetti, Commissioner



August 19, 2020

Important Dates

Question Cut-Off:	Thursday, August 27, 2020 @ 10:00 AM Email: dot-ems_bid.procurement@dot.nj.gov
Answers to Bid Questions:	Bidders are encouraged to monitor the NJDOT – EMS website daily for updates, changes and responses to questions through the submission due date. http://www.nj.gov/transportation/business/procurement/ems/current.shtm
Bid Opening:	Thursday, September 3, 2020 @ 10:00 AM Email: dot-ems_bid.procurement@dot.nj.gov Quotes sent to any other e-mail address may result in the quote being rejected. The quote must be submitted in PDF format. No other format will be accepted.
Procurement Contact:	Marcia Warfel-Weatherbee Email: dot-ems_bid.procurement@dot.nj.gov

1.0 PURPOSE

This Bid Solicitation is issued by the New Jersey Department of Transportation (NJDOT).

The purpose of this Bid Solicitation is to provide emergency towing and roadside services at all locations identified on the State-Supplied Price Sheet during the Winter Season, from October 1, 2020 through April 30, 2020. This Bid Solicitation consists of 26 standby locations, Snow Incline Task Forces, and Roving Operations with specified milepost coverage areas.

The Vendor {Contractor} shall be responsible for all services relating to the requirements of this Bid Solicitation. These services shall be on an **as needed** basis, and **there is no guaranteed minimum or maximum work provided under this Bid Solicitation.**

This Bid Solicitation shall allow the NJDOT and the New Jersey State Police (NJSP) to have the necessary support to have vehicles blocking NJDOT roadways relocated to a safe location, by being towed off State maintained highways and roads. New Jersey State law (N.J.S.A. App.A:9-37) allows the Governor to declare a State of Emergency during significant weather events and natural disasters, which allows State agencies to quickly respond to the needs of citizens by reassigning personnel, and deploying vehicles, trucks, and equipment to adequately respond to the incident. A State of Emergency allows the government to act more quickly than it can during non-emergency times.

2.0 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

American National Standards Institute (ANSI) – The organization that oversees the development of technology standards in the United States.

Call-Out – Telephone call from NJDOT informing the Vendor {Contractor} to report for Operations at a specified time and location.

Commercial Driver License (CDL) – State-issued, commercially endorsed, photographic identification, which illustrates the class of vehicle the driver is legally permitted to drive.

Flatbed (roll-back) truck - A type of tow truck with the capability to lift and secure an entire vehicle off the roadway onto a flat-bed surface and remove the vehicle from the roadway.

Highway Operations Crew - A group of personnel assigned to a particular NJDOT yard for the purpose of Highway Operations (snow removal, litter pickup, pothole repair).

Highway Operations Jurisdiction - Geographic area as defined by NJDOT Highway Operations coverage.

Lane Miles – The number of miles considered drivable roadway in the NJ transportation system.

Minimum Compensation – The four (4) hour payable time the Vendor {Contractor} is guaranteed if all towing vehicles and drivers/operator arrive within the timeframe specified in Vendor {Contractor} Readiness and Call-Out section of this Bid Solicitation {RFP}.

National Fire Protection Association (NFPA) – The organization responsible for establishing and updating fire protection and prevention safeguards.

Occupational Safety and Health Administration (OSHA) – A federal organization that ensures safe and healthy working conditions by enforcing standards and providing workplace safety training.

Operating Time – The period of time the Vendor {Contractor} performs its duties either standing by waiting for dispatch, during roving operations, or as part of any Snow Include Task

Operations – The performance of any work pursuant to this Bid Solicitation {RFQ}.

Roving Operations - Where vendors are traveling their contracted section, performing vehicle removal/relocation as necessary and reporting activities to NJDOT.

Safe Haven Location - A location where broken down motorists can be brought that is not blocking any lanes of travel within a tow section.

Snow Incline Task Forces - Task Forces are specifically assigned to address “incline sections of roadway where traction becomes a problem. NJDOT crews, NJDOT contract plowing vendors, NJDOT spreading vendors, and towing vendors are assigned to task forces.

Tow Section - Geographic areas as defined by this agreement.

Underwriters Laboratories (UL) – is a not-for-profit testing laboratory responsible for conducting safety and quality tests on a broad range of products.

Winter Season – The season beginning October 1st through April 30th.

Wrecker Trucks - A type of tow truck with a lift arm capable of lifting a portion of a broken down vehicle off the roadway.

3.0 Scope of Work

3.1 General Information

The Vendor {Contractor} is advised that the requirements specified in this Bid Solicitation shall apply to towing services.

The Vendor {Contractor} shall be capable of performing one (1) or both, of the following tow services for any of the locations listed on the State-Supplied Price Sheet for:

- A. Vehicles with a 11,500 lb. Gross Vehicle Weight Rating (GVWR) and under; and
- B. Vehicles over 11,500 lb. GVWR.

3.2 Winter Season

The Vendor {Contractor} shall be prepared to provide services during the Winter Season period, beginning October 1st through April 30th.

3.3 State-Supplied Price Sheet – 26 Mile Post Coverage Areas (Price Lines)

Both Spreadsheet on Pages 16 & 17 of this Bid Solicitation and the State-Supplied Price Sheet contain 26 Mile Post Coverage Areas with Deploy to Sites. These Deploy to Sites are where the Vendor {Contractor} shall remain on standby until notified by the NJDOT or the NJSP to:

- A. Begin Roving Operations; or
- B. Be dismissed as a result of the winter storm emergency concluding.

3.4 State-Supplied Price Sheet – 12 Mile Post Coverage Areas (Interstate 280 and Interstate 78 Price Lines)

Both Spreadsheet on Page 18 of this Bid Solicitation and the State-Supplied Price Sheet contain 12 Mile Post Coverage Areas, that are specifically for servicing Interstates 280 and 78. The exact location of the Deploy to Sites for these 12 Mile Post Coverage Areas/price lines will be determined after award. The Vendor {Contractor} shall remain on standby at its assigned Deploy to Site until notified by the NJDOT to:

- A. Begin Roving Operations with the plow trucks as part of the Task Force;
- B. Commence independent Roving Operations;
- C. Attend to a service call received by the NJDOT or the NJSP; or
- D. Be dismissed as a result of the winter storm emergency concluding.

3.5 Vendor {Contractor} Requirements

3.5.1 General Requirements

The Vendor {Contractor} shall:

- A. Possess, at a minimum, two (2) years' of experience performing towing services on public roadways;
- B. Comply with all applicable Federal, State, and local laws, rules, and regulations;
- C. Supply all manpower, vehicles, and as required, equipment necessary to perform services;
- D. Be available to work seven (7) days a week, 24-hours a day, including State Holidays during the Winter Season;
- E. Be responsible for any and all damage caused by the Vendor {Contractor} while performing the services related to the activities of this Bid Solicitation, including, but not limited to, damage to the following:
 - 1. State roadways;
 - 2. Government facilities including guiderails;
 - 3. Bridge railings;
 - 4. Signs;
 - 5. Delineators; and
 - 6. All other construction.

The Vendor {Contractor} shall also ensure:

- F. That its pricing is based on the **Vehicle's GVWR and not its dimensions**;
- G. That vehicle towing services will be provided in accordance with the vehicle manufacturer's standards with the use of wrecker or Flatbed (Roll-back) truck. **No tow bars or towing chains are permitted for vehicles that are 11,500 lb. GVWR and under**;
- H. All wreckers be equipped with the necessary equipment to perform emergency towing and recovery according to industry standards. All towing wreckers shall have dollies, brooms, shovels, and fire extinguishers;
- I. That its drivers and/or operators perform towing Operations only on designated roadways, in accordance with the instructions provided by the NJDOT Site Supervisor;
- J. That all trucks are installed with the proper equipment and are fully operational and ready to report for towing Operations beginning October 1st of each year;
- K. That it arrives at the designated Deploy to Site, with a full complement of trucks, within the timeframe specified in this Bid Solicitation;

- L. That all vehicles used for towing Operations comply with the safety requirements as specified in this Bid Solicitation;
- M. That all vehicles are properly registered and fully insured;
- N. That its drivers and operators assigned to perform towing Operations possess and maintain a valid Commercial Driver's License (CDL);
- O. That it is responsible for, but not limited to:
 - 1. Fuel;
 - 2. Repairs;
 - 3. Safety lighting; and
 - 4. Other items necessary for the successful operation of its trucks.
- P. That all equipment is refueled with a minimum loss of Operating time.

3.5.2 Vendor {Contractor} Readiness and Call-Out

The Vendor {Contractor} shall:

- A. Ensure that all trucks are fully operational and ready to report for a Call-Out by October 1st of each year of the Blanket P.O.;
- B. Upon receipt of a Call-Out, assemble the required number of trucks and/or equipment at the Deploy to Site, designated by the State-Supplied Price Sheet or the NJDOT;
- C. Be prepared to begin Operations with a full complement of properly prepared trucks within two (2) hours of receiving the Call-Out; and
- D. Upon arrival at the Deploy to Site with a full complement of trucks, equipment, and drivers/operators, immediately notify the NJDOT Site Supervisor that it is present and prepared to commence operations.

Please note: The arrival time at the Deploy to Site and the release time shall be verified with NJDOT authorized personnel for each event.

3.5.3 Mandatory Post Award Meetings

Each term year of the Blanket P.O., and prior to the beginning of the Winter Season start date (October 1st), the NJDOT intends to schedule a Mandatory Post Award Meeting with all Vendors {Contractors} to review communication protocols with NJDOT personnel during an activation. A date and time for the Mandatory Post Award Meeting(s) will be provided to the Vendors {Contractors} by the State Contract Manager (SCM). It is the Vendor's {Contractor's} responsibility to verify the date and time of the Mandatory Post Award Meeting(s).

All Vendors {Contractors} must attend the Mandatory Post Award Meeting each year. If a Vendor {Contractor} cannot attend the Mandatory Post Award Meeting, it must in writing request if it may be excused from the Mandatory Post Award Meeting, which may be granted at the discretion of the SCM. If a Vendor {Contractor} cannot attend the Mandatory Post Award Meeting, it is the Vendor's {Contractor's} responsibility to acquire all information that was provided during the meeting.

Please note: The SCM shall have final say on any matters regarding the absence or a request from a Vendor {Contractor} to be excused from the Mandatory Post Award Meeting.

3.5.4 Vendor {Contractor} Personnel Requirements

The Vendor {Contractor} shall ensure that all personnel assigned to perform towing services are able to effectively communicate with the NJDOT and the NJSP.

Additionally, the Vendor {Contractor} shall:

- A. Ensure that its personnel observe all applicable State, local, and federal laws, rules, and regulations;
- B. Be fully responsible for the conduct of its personnel; and
- C. Ensure that its personnel comply with all NJDOT instructions relative to towing services.

3.5.5 Vendor {Contractor} Driver/Operator Requirements

The Vendor {Contractor} shall provide a sufficient number of drivers and/or operators to effectively and continuously perform towing operations, 24-hours per day, seven (7) days a week, during the Winter Season, when necessary.

The Vendor {Contractor} shall ensure that its personnel:

- A. Comply with all Commercial Driver License (CDL) regulations;
- B. Possess and maintain a valid CDL throughout the term of the Blanket P.O.;
- C. Do not violate "Maggie's Law" P.L. 2003 c.143/N.J.S.A. 2C:11:5 or any other CDL regulation or requirement;
- D. Possess, at a minimum, two (2) years' experience with the operation of the truck class to which the personnel are assigned; and
- E. Upon request by the NJDOT, furnish copies of drivers' licenses and vehicle registrations.

Please note: The Vendor {Contractor} and its drivers/operators shall be held responsible for any and all accidents attributed to a driver/operator's negligence or the Vendor's {Contractor's} negligence.

The Vendor {Contractor} shall be familiar with the "State of New Jersey Highway Incident Guidelines for Emergency Responders" that can be found at: <http://www.njsp.org/info/pdf/hwincsafeprocedures.pdf>.

The Vendor {Contractor} is encouraged to attend incident management meetings held by the NJDOT and the NJSP to remain current on updated response procedures.

3.6 All-Inclusive Hourly Rate for Towing Vehicles

An all-inclusive hourly rate shall be provided for two (2) weight categories of towing vehicles for each coverage area (price line):

- A. Vehicles with an 11,500 lb. GVWR and under; and
- B. Vehicles over 11,500 lb. GVWR.

The all-inclusive hourly rate shall reflect all costs including, but not limited to the Roving Operations, hook-up costs, and the towing rate.

Please note: The hourly rate shall NOT include travel time to or from the Vendor's {Contractor's} place of business to the "Deploy to Site."

3.7 Meals

Time for meals, when taken by the Vendor's {Contractor's} personnel, shall be deducted from the total hours worked.

3.8 Vendor {Contractor} Contact Information

Within five (5) business days of the Blanket P.O. award date, the Vendor {Contractor} shall provide the SCM with names and cellular phone numbers of all key operational personnel.

Vendor {Contractor} key operational personnel shall include, but not be limited to:

- A. All of the owners/partners of the business;
- B. All drivers assigned to towing operations; and
- C. All dispatchers assigned to this Blanket P.O., if applicable.

Any changes to the employment status of any key operational personnel must be reported in writing to the SCM as soon as possible, and no later than five (5) business days after the change. Changes to any of the contact information for key operational personnel, such as a new phone number, must be immediately reported to the SCM.

The State considers the information required in Bid Solicitation Section 3.8 to be a deliverable. The Vendor {Contractor} is responsible and required to keep this information current and updated throughout the Blanket P.O. term. If this information is not provided to the NJDOT within the above referenced allotted amount of time, or is not current and updated, then a formal complaint may be filed against the Vendor {Contractor} with the Division's Contract Compliance and Audit Unit (CCAU). If a

second instance occurs, the State reserves the right to terminate the Vendor's {Contractor's} Blanket P.O.

3.9 Communication

It is the intent of the NJDOT that every towing vehicle shall be equipped with a radio that is provided by the NJDOT, and/or equivalent device for both communication and vehicle tracking capability during Operations. The device shall remain on, audible, and in the vehicle at all times during Operations. In cases where radios are not provided by the NJDOT, each driver must have a working cell-phone with which to communicate with the NJDOT and/or the Vendor's {Contractor's} dispatch personnel, for regular and ongoing contact regarding activities and assignment.

Failure to maintain communication, including, but not limited to, loss of GPS signal due to power failure caused by an uncharged device, during Operations may be deemed a breach of Blanket P.O. The Vendor {Contractor} will not be paid for any time during which the device is not in use, or non-operational due to the actions of the Vendor {Contractor}, its employees, or its subcontractors.

The Vendor {Contractor} shall be required to sign for each assigned device. In the event that any of the assigned devices are lost, stolen, destroyed or damaged beyond repair due to the Vendor's {Contractor's} negligence, the amount of the loss or value of the damaged equipment will be determined by the NJDOT. The Vendor {Contractor} shall be charged for the replacement cost of the equipment, less appropriate depreciation.

3.10 Incident Reporting

The Vendor {Contractor} is responsible to submit vehicle and driver information for every incident which includes the following circumstances, but is not limited to:

- A. Crashes;
- B. Abandonment;
- C. Straightening-out trapped vehicles; and
- D. Vehicle relocation.

Information provided shall include license plate number and driver name (if available). How this information is to be provided will be reviewed at the Mandatory Post Award Meetings.

Every crash must be reported to the NJSP and/or the local police. Vehicles that are abandoned, stuck, or have experienced failure do not require an accident report. In any case, the Vendor {Contractor} is fully responsible for towing of the vehicle in question and must still submit vehicle and driver information.

The Vendor {Contractor} shall record the address or identify the location of the pick-up point on its invoice. All Vehicles towed must be stored in a Safe Haven.

3.11 Storage Requirements

The Vendor {Contractor} shall abide to the following procedures regarding storing towed vehicles:

- A. Within the bounds of this Bid Solicitation, if the NJDOT requests the Vendor {Contractor} to tow a vehicle off the roadway, the Vendor {Contractor} shall place the vehicle in a secure storage location, also known as a Safe Haven location, safe from theft or vandalism;
- B. Once vehicle storage has been completed, the Vendor {Contractor} shall provide the necessary information to NJDOT so that the vehicle owner can retrieve the vehicle; and
- C. If a vehicle needs to be towed to a storage facility and storage fees are required, the fee must be negotiated with the vehicle owner. The Vendor {Contractor} shall allow a minimum grace period of 48 hours before a storage charge can be invoiced against the vehicle owner. The State and/or the NJDOT will not compensate for any storage costs.

Please note: The SCM shall have final say on any matters regarding the release and costs of all vehicles towed by the Vendors {Contractors} under this Bid Solicitation. Should the SCM determine that any unreasonable actions have occurred by said Vendors {Contractors}, a complaint may be filed against the Vendor {Contractor} with CCAU. All Vendors {Contractors} are expected to release all towed vehicles to its owners within a timely manner. It is expected that all Vendors {Contractors} communicate efficiently and cooperate with the SCM, the NJDOT, and the vehicle owners so that vehicles can be claimed as quickly as possible. If requested by the vehicle owner, the Vendor {Contractor} must provide the SCM information to resolve any issues that have or will arise.

3.12 Two (2) Hour Reporting Time Frame

This is the two (2) hour period that the Vendor {Contractor} has to report to its assigned location with a full complement of prepared trucks, equipment, and drivers/operators to begin Operations. This two (2) hour reporting time frame commences as soon as the Vendor {Contractor} receives a Call-Out from the NJDOT; and ends two (2) hours after receiving the Call-Out.

3.13. The Minimum Compensation

3.13.1 Eligibility for Receiving the Minimum Compensation

The Vendor {Contractor} shall be entitled to the Minimum Compensation for each snow event as long as it reports to the Deploy to Site:

- A. Within the two (2) hour reporting timeframe with all required trucks, equipment, and drivers/operators; and
- B. Is fully prepared to begin Operations within the two (2) hour reporting timeframe.

3.13.2 Ineligibility for Receiving the Minimum Compensation

If the Vendor {Contractor} fails to provide a full complement of prepared trucks, equipment, and drivers/operators, within the two (2) hour reporting timeframe, the Vendor {Contractor} shall not be

eligible for the Minimum Compensation and shall only be paid for the actual number of hours worked for each truck. The SCM shall have the final say on any matters regarding if a Vendor {Contractor} is ineligible for the Minimum Compensation.

Please note: Ineligibility for receiving the Minimum Compensation is determined on a line by line basis and per snow event.

3.13.3 Calculating the Minimum Compensation

The Minimum Compensation shall consist of the same hourly rate that the Vendor {Contractor} was awarded to perform the services for that respective price line. If during an event where Operations do exceed four (4) hours, the NJDOT will pay the Vendor {Contractor} its normal hourly rate for all hours worked. If during an event Operations do not exceed four (4) hours, the Vendor {Contractor} will be paid up to four (4) hours of work, regardless of how long Operations were performed for.

Please note: The SCM shall have final say on any matters regarding how the Minimum Compensation is calculated.

3.14 Temporary Reassignment

Should the need arise, the NJDOT Site Supervisor reserves the right to temporarily reassign equipment to an alternate location. If the alternate location is over 50 miles away from the original location, the Vendor's {Contractor's} response time may be waived, at the discretion of the NJDOT Site Supervisor, on a case by case basis. Payment for temporary reassignment shall be governed by the same rate of pay and guaranteed minimums that the Vendor {Contractor} would have received had the equipment been working on the section originally assigned. Should this occur, the Vendor {Contractor} will be paid actual travel time at the hourly rate that it was awarded for the section it was originally assigned to. However, the NJDOT reserves the right to reduce travel time payment if travel time appears to be unreasonable or excessive. The driver/operator shall report to and accept direction and supervision from the NJDOT Site Supervisor assigned at the alternate location.

3.15 Vendor {Contractor} Equipment

3.15.1 Equipment Requirements

All equipment must be maintained in good operating condition and must conform to the following requirements:

- A. National Fire Protection Association (NFPA);
- B. Underwriters' Laboratories (UL);
- C. American National Standards Institute (ANSI);
- D. Occupational Safety and Health Administration (OSHA); and
- E. All other safety standards in effect at the time of use.

3.15.2 Equipment Inspections

All vehicles and equipment provided by the Vendor {Contractor} shall be subject to inspection at any time during the Blanket P.O. term and/or a Call-Out. Vendor {Contractor} vehicles and equipment may not be permitted to operate if a Call-Out inspection reveals that the vehicles and/or equipment fail to comply with the requirements set forth in this Bid Solicitation. If this results in the Vendor {Contractor} vehicles and equipment not being utilized for that event, the Vendor {Contractor} shall reimburse the State for any costs incurred to the State as a result of these deficiencies. This cost shall be deducted from the payment to be received by the Vendor {Contractor} for the event in which the deficiencies were discovered by NJDOT personnel. Additionally, a complaint may also be filed with CCAU against the Vendor {Contractor}.

Outside of the conducted NJDOT inspections provided throughout the Blanket P.O. terms and/or Call-Outs, a Vendor {Contractor} may request an equipment inspection by NJDOT staff. It is not guaranteed that the NJDOT will respond to the request, and the Vendor {Contractor} is still expected to have the required equipment, properly equipped before the commencement of the Winter Season beginning October 1st. The Vendor {Contractor} shall cover all costs associated with requested equipment inspections that are provided by NJDOT personnel.

3.15.3 Equipment Breakdown and Repairs

Should any equipment experience a breakdown during a snow event, the NJDOT will allow the Vendor {Contractor} to repair the aforementioned equipment. During the time the equipment is being repaired, it shall be set to a No-Pay Status until the equipment is fully operational again. If the equipment is considered unreparable, then that piece of equipment is taken off the clock for the rest of that event.

The Vendor {Contractor} must provide the NJDOT Site Supervisor with immediate notification when equipment is down for repair. Additionally, the Vendor {Contractor} must provide immediate notification to the NJDOT Site Supervisor when the equipment is repaired and operational, or when the equipment is deemed to be unreparable and removed from Operations.

No repairs shall be made along roadways in locations that impact traffic flow or are determined to be unsafe by the NJDOT Site Supervisor, the State Police, or local police. Vehicles in such locations shall be removed as soon as possible.

3.15.3.1 Procedures for Cleaning up After any Breakdown or Repair Work

The Vendor {Contractor} shall be responsible for cleaning up and removing any and all fluids, debris, spills, etc., resulting from any breakdown or repair work of the vehicles and/or equipment that it is utilizing, regardless if the aforementioned is owned by the Vendor {Contractor} or the NJDOT. If a spill is a reportable condition to the New Jersey Department of Environmental Protection (NJDEP), the Vendor {Contractor} shall be responsible for notifying the NJDEP and the NJDOT Site Supervisor. The Vendor {Contractor} shall perform any necessary remediation work to satisfy all applicable State and federal regulations at its own expense.

3.16 Vehicles and Equipment Left on the Side of Roadways

If any vehicle(s) and/or equipment used for Operations has been left on any roadway for more than two (2) hours, the NJDOT Site Supervisor shall have the right to report the vehicle and/or equipment to the State Police or local police for removal. The Vendor {Contractor} shall be responsible for all costs incurred to have the vehicle towed and/or the equipment removed.

3.18 Highway Operations Crew, Jurisdiction, & Towing Sections

A Highway Operations Jurisdiction (Jurisdiction) consists of specific State highways, including but not limited to, ramps, turnarounds, or any other areas identified by the NJDOT. Each Jurisdiction is broken down into Towing Sections and assigned to a Highway Operations Crew (Crew).

3.19 The Expansion of a Towing Section

A Towing Section may be mutually expanded during the Winter Season at the request of the SCM or the NJDOT Site Supervisor, and the agreement of a Vendor {Contractor}. A Towing Section may be expanded if new lane miles are added, or if a section of the roadway adjacent to an already contracted Towing Section is not being serviced by the awarded Vendor {Contractor}. Please note that the same rates and guaranteed minimums shall apply.

3.20 Towing Sections

There are a total of 26 Mile Post Coverage Areas. Each Mile Post Coverage Area requires one (1) Medium Duty Tow Truck and one (1) Heavy Duty Tow Truck.

These 26 Mile Post Coverage Areas or Towing Sections are listed as follows:

	Deploy To Site	Address	Mile Post Coverage Area
1	COLUMBIA MAINTENANCE YARD	SIMMSON RD OFF RT 80 WB, MILEPOST 3.7, COLUMBIA	RT 180; MP 0 to 15
2	HAMILTON MAINTENANCE YARD	2779 KUSER RD OFF OF RT 130 BY I-195, MILEPOST 61.5, HAMILTON	RT 195; MP 0.0 to 16.7
3	FREEHOLD MAINTENANCE YARD	140 DANIELS WAY OFF OF RT 79, MILEPOST 0.35, FREEHOLD	RT 195; MP 16.7 to 34.2
4	SUMMIT MAINTENANCE YARD	RT 24 EB @ 46 SPRINGFIELD AVE, MILEPOST 10.0, SUMMIT	RT 24; MP 0 to 10.2
5	WEST ORANGE MAINTENANCE YARD	1255 PLEASANT VALLEY WAY OFF 280, MILEPOST 22.6 BEHIND THE ARMORY, WEST ORANGE	RT 280; MP 0 to 9
6	WEST ORANGE MAINTENANCE YARD	1255 PLEASANT VALLEY WAY OFF 280, MILEPOST 22.6 BEHIND THE ARMORY, WEST ORANGE	RT 280; MP 9 to 17
7	POMPTON LAKES WINTER YARD	RT 287 SOUTH MP 61.1, POMMTON LAKES	RT 287: MP 53.9 to NY State line
8	BEDMINSTER MAINTENANCE YARD	455 ROUTE 202 & 206, MILEPOST 31.0, PLUCKEMIN	RT 287; MP 13.5 to 30.2
9	HANOVER MAINTENANCE YARD	211 EDEN LANE OFF RT 10 AND JEFFERSON AVE, MILEPOST 13.3, EAST HANOVER TWP.	RT 287; MP 30.2 to 37.9
10	HANOVER MAINTENANCE YARD	211 EDEN LANE OFF RT 10 AND JEFFERSON AVE, MILEPOST 13.3, EAST HANOVER TWP.	RT 287; MP 37.9 to 46
11	RIVERDALE MAINTENANCE YARD	RT 23 @ 1 RIVERDALE RD (BEHIND THE ARMORY), MILEPOST 12.6. BUTLER	RT 287; MP 46 to 53.8
12	DEEPWATER MAINTENANCE YARD	RT 259 NB AND HOOK RD NEAR TP&295NB	RT 295; MP 0.95 to 15
13	WEST DEPTFORD MAINTENANCE YARD	RT 130 SOUTH @ CROWN POINT RD, MILEPOST 24.0, WEST DEPFORD	RT 295; MP 15 to 28
14	MOUNT LAUREL MAINTENANCE YARD	RT 38 1/2 MILES EAST OF I-295, MILEPOST 10.8, MT. LAUREL TWP	RT 295; MP 28 to 40
15	BORDENTOWN MAINTENANCE YARD	DUNN MILL RD AND RT 206, MILEPOST 34.6, BORDENTOWN	RT 295; MP 40 to 58
16	LAWRENCE MAINTENANCE YARD	2798 BRUNSWICK PIKE RT 1 BUSINESS, MILEPOST 2.3, LAWRENCE TWP.	RT 295; MP 58 to 68
17	WEST TRENTON MAINTENANCE YARD	780 BEAR TAVERN RD. EXIT 75 OFF I-295, WEST TRENTON	RT 295; MP 68 to 76
18	KEASBEY MAINTENANCE YARD	90 CROWS MILL RD AND SMITH ST, MILEPOST 1.5, KEASBEY	RT 440; MP 0.0-4.0 & RT 287; MP 0-13.5

19	GLASSBORO MAINTENANCE YARD	GROVE ST. WEST OF RT 47, MILEPOST 62.0, GLASSBORO	RT 55; MP 39 TO 60
20	DEPTFORD MAINTENANCE YARD	RT 41 & RT 42 SUPERIOR HWY, MILEPOST 3.3, DEPTFORD	RT 76; MP 0.0 to 1.9, RT 676; MP 0.0 to 3.7
21	CLINTON MAINTENANCE YARD	84 BEAVER AVE RT 626 NE OF RT 31/78, MILEPOST 32.1, CLINTON	RT 78; MP 16.2 to 30.1
22	BEDMINSTER MAINTENANCE YARD	455 ROUTE 202 & 206, MILEPOST 31.0, PLUCKEMIN	RT 78; MP 30.1 to 42.7
23	BLOOMSBURY MAINTENANCE YARD	RT 173 EB W.PORT AL, MILEPOST 4.0, BLOOMSBURY	RT 78; MP 4.0 to 16.2
24	SUMMIT MAINTENANCE YARD	RT 24 EB @ 46 SPRINGFIELD AVE, MILEPOST 10.0, SUMMIT	RT 78; MP 42.7 to 58
25	NETCONG MAINTENANCE YARD	90 ROUTE 183 N, MILEPOST .2, NETCONG	RT 80; MP 15.1 to 30
26	HANOVER MAINTENANCE YARD	211 EDEN LANE OFF RT 10 AND JEFFERSON AVE, MILEPOST 13.3, EAST HANOVER TWP.	RT 80; MP 30 to 45

Interstate 280						
	Deploy To Site	Crew	Mile Post Coverage Area	Towing Equipment	Unit	Quantity
1	HANOVER YARD	Task Force #1	MP 1.0-7.0	Medium Duty	< 11,500 lb. GVWR	1
2	HANOVER YARD	Task Force #1	MP 1.0-7.0	Heavy Duty	>11,500 lb. GVWR	1
3	WEST ORANGE YARD	Task Force #2	MP 7.0-1.0	Medium Duty	< 11,500 lb. GVWR	1
4	WEST ORANGE YARD	Task Force #2	MP 7.0-1.0	Heavy Duty	>11,500 lb. GVWR	1
5	WEST ORANGE YARD	Task Force #3	MP 7.0-13	Medium Duty	< 11,500 lb. GVWR	1
6	WEST ORANGE YARD	Task Force #3	MP 7.0-13	Heavy Duty	>11,500 lb. GVWR	1
7	WEST ORANGE YARD	Roving Tow	MP 1.0-13	Medium Duty	< 11,500 lb. GVWR	2
8	WEST ORANGE YARD	Roving Tow	MP 1.0-13	Heavy Duty	>11,500 lb. GVWR	2

Interstate 78						
	Deploy To Site	Crew	Mile Post Coverage Area	Towing Equipment	Unit	Quantity
9	BLOOMSBURY MAINTENANCE YARD	Task Force #4	MP 3.0-12.0	Medium Duty	< 11,500 lb. GVWR	1
10	BLOOMSBURY MAINTENANCE YARD	Task Force #4	MP 3.0-12.0	Heavy Duty	>11,500 lb. GVWR	1
11	BLOOMSBURY MAINTENANCE YARD	Roving Tow	MP 3.0-12.0	Medium Duty	< 11,500 lb. GVWR	1
12	BLOOMSBURY MAINTENANCE YARD	Roving Tow	MP 3.0-12.0	Heavy Duty	>11,500 lb. GVWR	1

ADDITIONAL BLANKET P.O {CONTRACT} REQUIREMENTS

The following sections apply to all Blanket P.O {Contract} services provided by the Vendor {Contractor}:

ACCIDENT REPORTING PROCEDURE

In the case of an accident, the Vendor {Contractor} shall:

- A. Immediately report the accident to the proper authorities, including but not limited to, the State police, local police, and local fire department;
- B. Report the accident to the appropriate NJDOT Site Supervisor. This shall be done as soon as possible, but only after contacting the proper authorities; and
- C. Within 48 hours, submit a written report to the SCM of the accident, regardless of how minor, arising out of or in connection to the services provided under this Blanket P.O.

Please note: In the event of death, serious injury, or property damage resulting from an accident, the Vendor {Contractor} shall notify the NJDOT Site Supervisor and SCM by telephone immediately after notifying the proper authorities.

LICENSES, REGISTRATION, AND INSURANCE REQUIREMENTS

During the term of the Blanket P.O., the Vendor {Contractor} shall:

- A. Maintain a current vehicle registration for each vehicle;
- B. Ensure that all vehicles are legally insured, meeting at a minimum, the requirements set forth in Section 4.2 of the SSTC (Bid Solicitation Section 9.0);
- C. Ensure that each of its drivers/operators possess and maintain a valid CDL; and
- D. Report the loss, revocation, or suspension of any of its drivers/operators licenses throughout the term of the Blanket P.O.

Please note: The use of any unlicensed driver/operator shall be considered a breach of the Blanket P.O. and will lead to a formal complaint filed with CCAU.

PAYMENT PROCEDURE

The Vendor {Contractor} will receive an electronic timesheet via email from the NJDOT, also known as an MT89. The MT89 outlines all the times worked, as well as any deductions for a previous snow event.

Upon receipt of the MT89, the Vendor {Contractor} shall review it for accuracy. If according to the Vendor's {Contractor's} records the MT89 is accurate, the Vendor {Contractor} shall electronically sign the MT89 and submit it to the two (2) email addresses provided on the MT89. If according to the Vendor's {Contractor's} records there is a discrepancy between the hours listed on the MT89 and the Vendor's {Contractor's} records, the Vendor {Contractor} is to contact the NJDOT Site Supervisor to discuss and/or rectify the discrepancy.

All instructions for the proper completion of the MT89 will be included in the Vendor's {Contractor's} email package.

The NJDOT will attempt to deliver the MT89 to the Vendor {Contractor} within five (5) business days after a snow event; however, it should be noted that this is not guaranteed. Be advised, the Vendor {Contractor} is responsible for contacting either the NJDOT Site Supervisor or the SCM if it does not receive its MT89.

Please note: Under this Bid Solicitation, payment will not be made by the NJDOT to a Vendor {Contractor} for towing services unless authorized by an NJDOT employee.

PERFORMANCE

The services required by this Bid Solicitation are essential to the safety and welfare of all roadway users. As such, all services must be provided promptly, efficiently, and without delay.

The performance of the Vendor {Contractor} shall be evaluated by either the SCM or the NJDOT Site Supervisor for each snow event, based on the following criteria and possible infractions:

- A. Response time;
- B. Reporting with less than the minimum required amount of trucks and/or equipment;
- C. Unsafe towing practices;
- D. No show;
- E. Vehicle safety markings;
- F. Usage of ill-equipped and/or faulty equipment;
- G. Compliance with the NJDOT Site Supervisor instructions;

- H. Damage caused to State property due to the Vendor's {Contractor's} personnel's' negligence;
- I. Use of an unlicensed driver/operator; and
- J. Violation of any NJDOT guidelines.

Please note: Two (2) or more documented violations of one (1) or any of the above referenced infractions, may result in the termination of the awarded towing section in question from the Vendor's {Contractor's} Blanket P.O., and/or the termination of the Vendor's {Contractor's} entire Blanket P.O.

PROHIBITED ACTIONS

The Vendor {Contractor} shall be prohibited from the following:

- A. Using any of its trucks and/or equipment on any towing services contract, if such use will hinder or conflict with the requirements of this Blanket P.O.; and
- B. Using any State owned equipment for non-State use.

Bidding instructions:

The NJDOT intends to make awards through this solicitation based on prices quoted for each weight category and coverage area. Vendor {Contractor} may bid on each weight category for any or all locations with the NJDOT reserving the right to award in whole or in part, any part of this solicitation. NJDOT reserves the right to make primary and secondary awards as deemed necessary.

4.0 Quote Content

A quotation must arrive at NJDOT in accordance with this RFQ, within the time frame indicated to the e-mail address noted in this RFQ. The quote should be submitted in two (2) sections with the content of each as indicated below.

A. Section 1 – Forms

The Vendor **must submit ALL of the forms listed on the checklist** including signing both the **State of New Jersey Standard Terms & Conditions** and **Waivered Contracts Supplement to State of NJ Standard Terms & Conditions**, as well as submitting the vendor's **insurance certificate printed on the Acord Insurance form**, which **MUST include** General, Auto and Liability at **NO less than \$1M** per occurrence (please see page 8 of the Standard Terms for more details).

The checklist and all of the required forms can be found at the following link:

<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>.

All forms must be completed and submitted in their entirety with the bidder's proposal. Failure to submit DPA Forms may result in the proposal being rejected.

NOTE: The Vendor must be registered in NJSTART to qualify for an award.

NJSTART registration link as follows: <https://www.njstart.gov/bsol>

B. Section 2 – Price

The Vendor may supply their own quote; however, the total price for all aspects of the bid must appear on the Price Schedule accompanying this RFQ.

The quote must be submitted in PDF format. No other format will be accepted.

5.0 Negotiation and best and final offer (BAFO)

After evaluating the quote, NJDOT may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. 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 (1) Bidder or multiple Bidders. Negotiations will be structured by NJDOT to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where they are deemed by NJDOT 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 price quote in response to this solicitation since NJDOT may, after evaluation, make an award based on the content of the initial submission, without further negotiation and/or Best and Final Offer (BAFO), with any Bidder.

6.0 Award

- A. Award of this contract will be based upon the lowest responsible bid.
- B. The New Jersey Department of Transportation (NJDOT) reserves the right to reject all bids.
- C. NJDOT reserves the right to award this project in whole or in part.
- D. Awarded Contractors, along with their proposal amount will be posted on the NJDOT, Equipment Materials & Supplies, Awarded Projects' webpage.
- E. Award of this contract shall not be interpreted to mean approval to proceed until an authorized purchase order is issued to the contractor.

Effective immediately, NJDOT is required to comply with P.L. 2012, c. 4, which requires all agencies to encourage awarded contractors to notify their employees of organ and tissue donation options.

“Organ and Tissue Donation: As defined in section 2 of P.L. 2012, c. 4 (N.J.S.A. 52:32-33), contractors are encouraged to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.”

AND

ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.