REQUEST FOR QUOTATION

Snow Plowing & Spreading Waiver

STATE OF NEW JERSEY
Honorable Philip D. Murphy, Governor
Honorable Sheila Y. Oliver, Lt. Governor

DEPARTMENT OF TRANSPORTATION
Diane Gutierrez-Scaccetti, Commissioner

August 24, 2020

Important Dates

Question Cut-Off:	There is NO Q&A for this.
Answers to Bid Questions:	NA
Bid Opening:	**Tuesday, November 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, Senior Buyer Email: dot-ems_bid.procurement@dot.nj.gov

1.0 INFORMATION FOR VENDORS {BIDDERS}

1.1 PURPOSE AND INTENT

This Request for Quotation (RFQ) is issued by the New Jersey Department of Transportation (NJDOT) to provide snow plowing and spreading services on all State NJDOT interstates and highways identified on the Pricing Page of this solicitation.

The State of NJ Standard Terms and Conditions **AND** Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

The NJDOT is responsible for snow and ice control on approximately 13,000 lane miles of interstate, US and State routes under its jurisdiction that it strives to keep open and passable at all times during winter weather.

There are six (6) snow sections that must be awarded prior to the 2019-2020 snow season. Each section requires a specific amount of equipment to perform snow plowing and spreading services.

Services similar to those being solicited here were previously awarded under the following Blanket P.O.s {Contracts}:

1. **Snow Plowing and Hauling Services Statewide for the NJDOT (T-0777); and**

1.3 VENDORS {BIDDERS} INTERESTED IN THE BLANKET P.O. {CONTRACT} SPECIFICATIONS AND PRICING INFORMATION MAY REVIEW THE BLANKET P.O.S {CONTRACTS} AT:

HTTPS://WWW.NJSTART.GOV/BSO/EXTERNAL/ADVSEARCH/SEARCHCONTRACT.SDO AND TYPING T0777 IN THE "CONTRACT/BLANKET DESCRIPTION" FIELD. VENDORS {BIDDERS} ARE CAUTIONED THAT THIS NEW BID SOLICITATION {RFQ} ADDRESSES CURRENT REQUIREMENTS.

2.0 DEFINITIONS

2.1 CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFQ)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this Bid Solicitation.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of NJ Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Blanket P.O. between the State and the Vendor(s) {Contractor(s)}. A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Days After Receipt of Order (ARO) – The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Disabled veterans' business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled veterans' business set-aside contract - means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Discount – The standard price reduction applied by the Vendor {Bidder} to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a Blanket P.O. award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Internet of Things (IoT) - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Master Blanket Purchase Order (Blanket P.O.) – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

No Bid – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Primary Form – An electronic form contained within a Vendor's {Bidder's} ***NJSTART*** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Blanket P.O.(s) to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation.

QRGs – Quick Reference Guides.

Quote – Vendor's {Bidder's} timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation.

Retainage – The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, "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 and Enterprise Services, Small Business Registration and M/WBE Certification Services 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 (1) of the three (3) following categories:

- For goods and services - (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).
- For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

Small business set-aside contract – "Means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated." N.J.S.A. 52:32-19.

State – The State of New Jersey.

State Confidential Information - Shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Vendor {Contractor} in fulfillment of the Blanket P.O. and any analysis thereof (whether in fulfillment of the Blanket P.O. or not);

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – The bidding document created by the State and attached to this Bid Solicitation on which the Vendor {Bidder} submits its Quote pricing as is referenced and described in Bid Solicitation Section 4.4.5.

Subtasks – Detailed activities that comprise the actual performance of a task.

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

Task – A discrete unit of work to be performed.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division.

Vendor {Bidder} – An entity offering a Quote in response to the Division's Bid Solicitation.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.

2.3 RFQ SPECIFIC DEFINITIONS/ACRONYMS

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

Assembly Location – The reporting location assigned by the NJDOT Site Supervisor, to where the Vendor {Contractor} must report to when called out to perform snow plowing and/or spreading services. This location shall be the same from snow event to snow event, unless specified otherwise by NJDOT

Ballast – Material used as weight either in the back of a dump truck, or properly affixed solid weight, per Federal Highway Administration (FHWA) regulations.

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

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

Deployed Time – The period of time that the Vendor {Contractor} truck is fully operational and prepared to commence Operations at the Assembly Location, and is on stand-by awaiting instructions from the NJDOT Regional Emergency Operations Center, or a designated representative, to either begin the Operations or be officially dismissed following NJDOT determination that Operations will not be required.

Federal Highway Administration (FHWA) – A division of the United States Department of Transportation that specializes in highway transportation.

Grader – A piece of equipment, registered for on-road use, which has an adjustable, mid-mounted grading blade which is used for large scale earthwork, but can be substituted for plowing a highway.

International Safety Equipment Association (ISEA) – The leading association for personal protective equipment and technologies that enable people to work in hazardous environments.

Lane Miles – The number of miles considered drivable roadway in the New Jersey transportation system. There are approximately 13,000 lane miles of interstate, US, and State routes under NJDOT jurisdiction that it strives to keep open and passable at all times during winter weather.

Loader – A piece of construction equipment with the ability to move aside or load materials.

Minimum Compensation – The eight (8) hour payable time that the Vendor {Contractor} is guaranteed if all required trucks, equipment, and drivers/operators arrive ready to begin Operations, within the two (2) hour reporting time as designated in Section 3.8 of the Bid Solicitation. This shall only apply in the event that Operations for a specific snow event do not exceed more than eight (8) hours. The moment that Operations for a specific snow event does exceed eight (8) hours, then the Vendor {Contractor} shall be paid for the actual hours worked. Please note: this is not supplemental pay to the already established hourly rates. Vendors {Contractors} are not guaranteed Minimum Compensation if any of its trucks, equipment, and drivers/operators are unprepared and/or late to begin Operations later than the two (2) hour reporting time. This is calculated in the same manner that normal payment is done. Minimum Compensation is determined for a Vendor {Contractor} on a line by line basis and per snow event.

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

No Pay Status – The status that a Vendor's {Contractor's} vehicle enters into should the vehicle become unable to perform the duties for which it is assigned.

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

On-Board Wetting System – A truck mounted system that sprays a de-icing liquid directly on the salt, pre-wetting it as it falls down the chute to the spinner prior to the solution being applied to the roadway.

Operating Time – The period of time the Vendor {Contractor} spends performing snow plowing and/or spreading Operations.

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

Salt Spreading Truck Class P – Truck utilized for salt spreading Operations with the ability to spread 6 to 9 cubic yards of abrasives/deicing materials.

Salt Spreading Truck Class Q – Truck utilized for salt spreading Operations with the ability to spread 9 to 13.9 cubic yards of abrasives/deicing materials.

Salt Spreading Truck Class R – Truck utilized for salt spreading Operations with the ability to spread 14 or greater cubic yards of abrasives/deicing materials.

Snow Plowing Truck Class A – Trucks utilized for snow plowing with a Gross Vehicle Weight of 45,000 pounds or over and/or the ability to haul 15 cubic yards or greater. Refer to Section 3.15.2.

Snow Plowing Truck Class B – Trucks utilized for snow plowing with a Gross Vehicle Weight of 20,000 to 44,999 pounds and/or the ability to haul up to 14 cubic yards. Refer to Section 3.15.2.

Snow Section (Section) – A predetermined section of the highway requiring snow plowing and/or spreading services.

Snow Plowing Superintendent (Superintendent) – The Vendor {Contractor} employee responsible for overseeing all snow plowing Operations for a specific Snow Section. This individual is also responsible for communicating with the NJDOT Site Supervisor. Each Snow Section contains one (1) of these individuals.

Underwriters Laboratories (UL) – 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, 2020 and ending April 30th, 2021.

3.0 SCOPE OF WORK

3.1 GENERAL INFORMATION

The Vendor {Contractor} is advised that the requirements specified in Sections 3.2 up to, and including, 3.20.5 of this Bid Solicitation, apply to both snow plowing and spreading services, with the exception of Sections 3.15 through 3.19, as applicable.

The Vendor {Contractor} shall perform one (1) or both of the following services:

A. Snow Plowing and, if applicable, Hauling Services; and

B. Calibrated Spreading Services for Deicing Chemicals and Abrasives (spreading services).

3.2 WINTER SEASON

The Vendor {Contractor} shall be prepared to provide services during the Winter Season period, October 1st through April 30th of each year of the Blanket P.O. term.

If specified within the Snow Section, the NJDOT may request the use of the Vendor's {Contractor's} snow plow trucks for hauling purposes. This request may occur at any time during the term of the Blanket P.O.

3.3 VENDOR {CONTRACTOR} REQUIREMENTS

The Vendor {Contractor} shall:

A. Possess at a minimum, two (2) years' experience performing snow plowing and/or spreading services on public roadways;

B. Comply with all applicable federal and State laws, rules, and regulations;

C. Supply all manpower, the Snow Plowing Superintendent(s) (Superintendent), vehicles, and as required, equipment necessary to perform services;

D. Assume full responsibility, including repair and replacement if damage/loss is due to its own negligence, for all equipment leased, owned, or supplied by the NJDOT and used by the Vendor {Contractor} for the performance of the services required by this Bid Solicitation, ;

E. Assume full responsibility, including repair and replacement for all equipment leased, owned, or supplied by the Vendor {Contractor} that is used for the performance of the services required by this Bid Solicitation;

F. Be available to work seven (7) days a week, 24-hours a day, including State Holidays during the Winter Season, commencing on October 1st and ending on April 30th of each year of the Blanket P.O. term;

G. Where applicable, and as indicated in Bid Solicitation Section 3.12.7, *Hauling and other Equipment*, provide hauling services at any time of the year during the course of the Blanket P.O. term;

H. 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.

I. Store at its own facility all equipment owned, leased, or supplied by the NJDOT, at no additional cost to the State; and

J. Be responsible for ensuring that all of its Subcontractors adhere to the requirements specified by this Bid Solicitation.

3.4 PERSONNEL REQUIREMENTS

The Vendor {Contractor} shall ensure that all personnel assigned to perform snow plowing and/or spreading services are able to effectively communicate with the Superintendent, as well as NJDOT staff.

Additionally, the Vendor {Contractor} shall:

A. Ensure that its personnel observe all applicable State, local, and federal laws 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 snow plowing and/or spreading services.

3.4.1 DRIVER/OPERATOR REQUIREMENTS

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

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 to; and

E. Upon request by the SCM, 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’s/operator’s negligence and/or the Vendor’s {Contractor’s} negligence.

3.5 MEALS

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

3.6 VENDOR {CONTRACTOR} CONTACT INFORMATION

Within ten (10) business days of the Blanket P.O. effective date, the Vendor {Contactor} shall provide the SCM with the 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 Superintendents assigned to snow plowing Operations (does not apply to spreading services); 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 3.6 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 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.

3.6.1 COMMUNICATION DEVICES

3.6.2 COMMUNICATION DEVICES - GENERAL INFORMATION

The NJDOT may assign to each truck a communication device (device) for both communication and vehicle tracking capability. The device shall remain on, audible, and in the vehicle at all times during Operations.

Superintendents within each Snow Section will be assigned a device for all snow events.

All devices will be provided at the beginning of Operations for a specific snow event by the NJDOT at the Assembly Location. All devices shall be returned to the NJDOT at the end of Operations for the respective snow event. The Vendor {Contractor} shall be required to sign for each assigned device.

3.6.3 COMMUNICATION DEVICES – FAILING TO MAINTAIN COMMUNICATION WITH THE DEVICE

Failure to maintain communication including, but not limited to, loss of GPS signal due to power failure caused by an uncharged assigned 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 assigned device is not in use, or non-operational due to the actions of the Vendor {Contractor}, its employees, and/or its Subcontractors.

3.6.4 COMMUNICATION DEVICES – LOST, STOLEN, DESTROYED, ETC.

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 Vendor {Contractor} shall be responsible for the actual cost to NJDOT for replacement. This cost shall be deducted from the payment to be received by the Vendor {Contractor} for the event in which the device was lost, stolen, destroyed, or damaged beyond repair. Additionally, a complaint may be filed with CCAU.

3.7 VENDOR {CONTRACTOR} READINESS AND CALL-OUT

3.7.1 VENDOR {CONTRACTOR} READINESS FOR THE WINTER SEASON

The Vendor {Contractor} shall 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.

3.7.2 VENDOR {CONTRACTOR} CALL-OUT PROCEDURE

Upon receipt of a Call-Out, the Vendor {Contractor} shall:

A. Assemble the required number of trucks and/or equipment at the Assembly Location and be fully able and prepared to begin Operations within two (2) hours of Call-Out; and

B. Upon arrival at the Assembly Location with a full complement of prepared trucks, equipment, and drivers/operators, the Vendor {Contractor} shall immediately notify the NJDOT Site Supervisor when it is present and fully prepared to commence Operations.

Please note: Upon arrival, the NJDOT Site Supervisor will conduct inspections for all trucks to confirm that the Vendor {Contractor} is in compliance with the Bid Solicitation requirements.

3.8 THE MINIMUM COMPENSATION

3.8.1 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 Assembly Location:

A. Within the two (2) hour timeframe with all required trucks, equipment, and drivers/operators; and

B. Is fully prepared to begin Operations within the two (2) hour timeframe.

Please note: The Minimum Compensation shall also include the Superintendent's truck, if applicable.

3.8.2 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.

3.8.3 CALCULATING THE MINIMUM COMPENSATION

The Minimum Compensation shall consist of Deployed Time and Operating Time. If during a snow event where Operations do not exceed eight (8) hours, the NJDOT will pay the Vendor {Contractor} Operating Time for only the hours that work was performed. All other remaining hours that fulfill the eight (8) hour minimum, will be paid to the Vendor {Contractor} via Deployed Time. Refer to Bid Solicitation Section 3.11, *Deployed Time*, for additional information.

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

3.9 VENDOR {CONTRACTOR} TEMPORARY REASSIGNMENT

Should the need arise, the NJDOT Site Supervisor reserves the right to temporarily reassign trucks to an alternate location. If the alternate location is a significant distance 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 a temporary reassignment shall be governed by the same Operating Time rate of pay and guaranteed minimums that the Vendor {Contractor} would have received had the equipment been working on the section originally assigned.

If a Vendor {Contractor} is temporarily reassigned, payment shall begin from the moment it reports to its originally assigned location. Payment shall end when it returns back to its originally assigned location after Operations have ceased. Payment shall include travel time from the originally assigned location to the alternate location and back. The SCM reserves the right to reduce payment if travel time is deemed to be unreasonable or excessive.

The driver/operator shall report to and accept direction and supervision from the NJDOT Site Supervisor assigned to the alternate location. The SCM shall have final say on any matters regarding temporary reassignment.

3.10 DEPLOYED TIME

Deployed Time is the period of time that the Vendor {Contractor} truck is fully operational and prepared to commence Operations at the Assembly Location, and is on stand-by awaiting instructions from the NJDOT Regional Emergency Operations Center, or a designated representative, to either begin the Operations or be officially dismissed following NJDOT determination that Operations will not be required. Determinations related to Operations, stand-by, or dismissal are at the discretion of NJDOT.

The hourly rate for Deployed Time shall be one half (½) of the Vendor's {Contractor's} hourly rate awarded for Operating Time.

The Vendor {Contractor} will be paid Deployed Time until Operations have commenced or until it is dismissed by the NJDOT Site Supervisor if Operations have not commenced.

3.11 EQUIPMENT

3.11.1 GENERAL 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.

3.11.2 EQUIPMENT INSPECTIONS

All vehicles and equipment, whether provided by the Vendor {Contractor} or the NJDOT, shall be subject to inspection at any time during the Blanket P.O. term and/or a Call-Out. If the inspection reveals that any of the vehicles and/or equipment fail to comply with the requirements of the Bid Solicitation, including but not limited to Section 3.12.1, then that respective vehicle and/or equipment will not be permitted to operate.

Outside of the usual NJDOT inspections provided for each Call-Out, 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.

If NJDOT personnel discover any deficiencies with the Vendor {Contractor} equipment during a regular Call-Out equipment inspection, then that equipment will not be permitted to operate for that snow event. As a result, 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}.

3.11.3 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 unrepairable, 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 unrepairable 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.

3.11.4 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.

3.11.5 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.

3.11.6 SAFETY REQUIREMENTS

The Vendor {Contractor} shall ensure that all vehicles conform to all applicable Federal Motor Carrier Safety Administration (FMCSA) and/or OSHA regulations. The Vendor {Contractor} must further comply with the following safety requirements:

A. All snow and ice equipment shall be equipped with a reverse signal alarm that is audible above the surrounding noise level;

B. All trucks shall be equipped with amber safety lights of the strobe, LED, or rotating type, mounted to be visible from 360 degrees, and a minimum of two (2) safety lights, one (1) mounted on the back of the truck and one (1) in the front. The safety lights are required in addition to the vehicle's normal operating and hazard lights;

C. All trucks shall bear reflective conspicuity markings applied to the rear and sides of each vehicle; and

D. Each driver/operator shall wear a reflectorized safety vest meeting the requirements of the American National Standards Institute/International Safety Equipment Association (ANSI/ISEA) any time the driver/operator is outside the vehicle.

If a Vendor {Contractor} does not arrive within the two (2) hour reporting timeframe with the above mentioned requirements for a Call-Out, the Vendor {Contractor} shall not be compensated the eight (8) hour Minimum Compensation for that specific event, but only the actual hours spent performing the services. The Vendor's {Contractor's} snow plow trucks must be equipped with the above equipment in compliance with FHWA regulations to perform this work. Failure by the Vendor {Contractor} to meet the safety requirements specified by this section may result in a formal complaint filed with CCAU. If a second instance occurs, the State reserves the right to terminate the Vendor's {Contractor's} Blanket P.O.

3.11.7 HAULING AND OTHER EQUIPMENT

3.11.7.1 HAULING AND OTHER EQUIPMENT – GENERAL INFORMATION

Hauling services are only applicable for the following price lines as identified on the State-Supplied Price Sheet accompanying this Bid Solicitation: 23, 24, 25, 26, 39, 40, 73, 74, 75, 76,77, 121,122, 123, 124, 125, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 161, 162, 163, 191, 192, 193, 200, 201, 202, 203, 204, 205, 206, 236, 238, 239, 240, 264, 265, 266, 267, 301, and 303.

The Vendor {Contractor} is not required to provide hauling services outside of the aforementioned price lines.

3.11.7.2 HAULING AND OTHER EQUIPMENT - DURING THE WINTER SEASON

Upon request by the SCM, the Vendor {Contractor} shall haul snow and/or deicing materials during the Winter Season.

3.11.7.3 HAULING AND OTHER EQUIPMENT - OUTSIDE THE WINTER SEASON

Outside of the Winter Season, the Vendor {Contractor} may be solicited by the NJDOT to haul and/or load debris and other materials as needed and/or year round due to emergencies (including but not limited to, hurricanes, damaging storms, flooding) that cause damage to the State highway system. This requirement is subject to the availability of the Vendor's {Contractor's} trucks during the non-Winter Season. The Vendor {Contractor} shall immediately notify the NJDOT if it cannot perform hauling services outside the Winter Season, after it has been solicited.

3.11.7.3.1 HAULING AND OTHER EQUIPMENT - PAYMENT

Payment for hauling services shall only be made for the actual hours worked. There shall be no minimum amount of compensation hours due to the Vendor {Contractor} for providing hauling services.

As applicable, the Vendor {Contractor} shall provide awarded hauling services, operated loaders, and graders at any time when requested by the NJDOT, subject to the availability of the Vendor's {Contractor's} trucks outside of the Winter Season.

3.12 HIGHWAY OPERATIONS JURISDICATIONS, CREWS, & SNOW 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 multiple Snow Sections (Section). Each Section is assigned to a Highway Operations Crew (Crew).

3.13 THE EXPANSION OF A SNOW SECTION

A Snow 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 Snow Section may be expanded if new lane miles are added, or if a section of the roadway adjacent to an already contracted Snow Section is not being serviced by the awarded Vendor {Contractor}. Please note that the same rates and guaranteed minimums shall apply.

3.14 SNOW PLOWING AND HAULING REQUIREMENTS

The Vendor {Contractor} shall perform snow plowing Operations in accordance with the standards established for plowing formations, speeds, and identified priority locations, including but not limited to those standards identified in Attachment #2 – Snow Plowing Guide.

The Vendor {Contractor} shall:

A. Ensure that its drivers and/or operators perform snow plowing Operations only on designated roadways, in accordance with the instructions provided by the NJDOT Site Supervisor;

B. Ensure that all trucks are installed with the proper equipment, are fully operational, and ready to report for snow plowing Operations and hauling Operations (if applicable) beginning October 1st of each year;

C. Arrive at the designated Assembly Location with a full complement of prepared trucks/equipment, within the two (2) hour timeframe specified in Section 3.8 of the Bid Solicitation;

D. Ensure that all vehicles used for snow plowing Operations and hauling Operations (if applicable) comply with the safety requirements specified within this Bid Solicitation;

E. Ensure that all vehicles are properly registered and fully insured; and

F. Ensure that its drivers and operators assigned to perform snow plowing Operations and hauling Operations (if applicable) possess and maintain a valid Commercial Driver's License (CDL).

3.14.1 VENDOR {CONTRACTOR} SUPERINTENDENT REQUIREMENTS

The Vendor {Contractor} shall provide a Superintendent for each snow section it is awarded. The Superintendent shall be responsible for overseeing all snow plowing Operations for the respective snow section it is assigned to. These responsibilities shall include, but not be limited to:

A. Mobilization;

B. Use and control of Vendor {Contractor} equipment;

C. Inspection of all Vendor {Contractor} equipment;

D. Use and control of NJDOT assigned equipment;

E. Inspection of all NJDOT assigned equipment;

F. Supervising Vendor {Contractor} personnel;

G. Assembling all trucks;

H. Ensuring that all trucks are properly:

1. Equipped;
2. Fueled; and
3. Ballasted.

I. Expediting plow hook-ups on Call-Outs;

J. Refueling of trucks;

K. Assigning relief drivers/operators;

L. Coordinating repairs;

M. Maintaining communication with the NJDOT Site Supervisor;

N. Being available for duty from the initial Call-Out until the completion of the snow plowing Operations;

O. Possessing a charged mobile phone, which must be powered on and maintain a charge at all times during snow plowing Operations; and

P. Riding in a separate vehicle equipped with safety lights and conspicuity markings in compliance with the Safety Requirements specified within this Bid Solicitation.

The above responsibilities apply only to snow plowing Operations and do not apply to hauling Operations.

Please note: The Superintendent will be supplied with a communication device by the NJDOT, which shall remain on, audible, and in the vehicle until the Superintendent is released from duty. The device will enable the NJDOT to track the vehicle using GPS technology. The Superintendent shall not leave the assigned Section without obtaining prior approval from the NJDOT Site Supervisor.

3.14.1.1 VENDOR {CONTRACTOR} SUPERINTENDENT RESPONSIBILITIES REGARDING NJDOT EQUIPMENT

The Superintendent shall be responsible for the inspection of all NJDOT equipment, which has been assigned to the Vendor {Contractor} prior to, during, and at the end of each snow plowing Operation. In the event that any of the NJDOT equipment is found to be damaged, the Superintendent shall immediately notify the NJDOT Site Supervisor of the damage and complete any necessary paperwork for the damaged equipment. The NJDOT and/or the Site Supervisor will inspect and assess the damage(s) and arrange for any necessary repairs. The Vendor {Contractor} shall be responsible for all loss or damage to such equipment that is attributable to its own negligence.

A complaint may also be filed with CCAU against the Vendor {Contractor}.

3.14.1.2 VENDOR {CONTRACTOR} SUPERINTENDENT PAY PROCEDURE

Payable time for the Superintendent shall be in accordance with the following procedures:

A. **Procedure #1:** Payable time for the Superintendent shall begin from the moment that the Vendor {Contractor} received the Call-Out, if all the required trucks, equipment, and drivers/operators arrive fully prepared to begin Operations at the Assembly Location, within the two (2) hour reporting time; or

B. **Procedure #2:** Payable time for the Superintendent shall begin when the first non-Superintendent truck arrives at the Assembly Location, if any of the required trucks, equipment, and drivers/operators do not arrive fully prepared to begin Operations at the Assembly Location, within the two (2) hour reporting time.

If the stipulations in Procedure #1 are not met, then Procedure #2 will prevail.

Please note: Payable time for the Superintendent, under both Procedures #1 and #2, shall end when the Vendor {Contractor} has been released from duty by the NJDOT Site Supervisor.

3.14.2 SNOW PLOWING TRUCK REQUIREMENTS

All snow plowing trucks with the ability to haul shall be classified as follows:

A. Class A Truck – ability to haul 15 cubic yards or greater; and

B. Class B Truck – ability to haul up to 15 cubic yards or lower.

All snow plowing trucks of the tractor type, and not capable of hauling, shall be classified as follows:

C. Class A Truck – Gross Vehicle Weight (GVW) of 45,000 pounds or over; and

D. Class B Truck – GVW of 20,000 to 44,999 pounds.

The Vendor {Contractor} shall:

E. Ensure that all trucks are appropriately registered in accordance with all State, local, and federal laws and regulations;

F. Ensure that all snow plow trucks have the appropriate ballast to effectively plow varying amounts of snow. Deployed or Operating Time shall not begin until the appropriate ballast has been provided for each truck;

G. Be responsible for:

1. Fuel;
2. Ballast;
3. Chains;
4. Repairs;
5. Safety lighting; and
6. Other items necessary for the successful operation of its trucks.

H. Ensure that all equipment is refueled with a minimum loss of Operating Time.

3.14.3 BALLASTS

3.14.3.1 BALLASTS – GENERAL INFORMATION

The Vendor's {Contractor's} snow plow trucks must be equipped with the proper ballasts. These ballasts must be in compliance with Federal Highway Administration (FHWA) regulations to perform this work. Under this Blanket P.O., the Vendor {Contractor} is required to provide the appropriate ballasts for all of its snow plow trucks, in accordance with the FHWA regulations. These ballasts must be equipped and operational for all trucks within the two (2) hour reporting timeframe.

3.14.3.2 BALLASTS – ARRIVING WITHOUT BALLASTS

Vendor {Contractor} trucks are not permitted to begin plowing services without the proper ballasts. If any Vendor {Contractor} trucks do not arrive with the proper ballasts within the two (2) hour reporting timeframe for one (1) or more trucks, the Vendor {Contractor} shall not be compensated the eight (8) hour minimum rate for that specific snow event in the respective snow section, but only the actual hours spent plowing on a truck-by-truck basis, in accordance with Bid Solicitation Section 3.9.2.

All Vendor {Contractor} trucks without proper ballasts must wait at the Assembly Location until those trucks can be properly furnished with the appropriate ballasts. After the trucks are equipped with the proper ballasts and are approved by the NJDOT Site Supervisor, then they may begin snow plowing operations. The trucks that arrived equipped with the appropriate ballasts may begin Operations immediately.

3.14.3.3 BALLASTS – ADDITIONAL COSTS ACCURED BY THE VENDOR {CONTRACTOR}

If the State must take action to ensure that the Vendor's {Contractor's} snow plow trucks have the appropriate ballasts, the Vendor {Contractor} will be charged the State's cost for the ballast material plus the State personnel hours (at the All-Inclusive Hourly Rate whether straight time or overtime) to load the material into the Vendor's {Contractor's} trucks. The cost of these services will be deducted from the Vendor's {Contractor's} total bill for that specific snow event. The Vendor {Contractor} shall only be permitted one (1) ballast loading per truck per storm event.

In addition, if a Vendor's {Contractor's} snow plow truck has been left on any roadway for more than two (2) hours because it is stuck due to a poor ballast, the NJDOT Site Supervisor shall have the right to report the vehicle to State Police or local police for removal, and the Vendor {Contractor} shall be responsible for all costs incurred to have the vehicle towed.

3.14.4 VENDOR {CONTRACTOR} SUPPLIED PLOWS, EQUIPMENT, AND ATTACHMENTS

The Vendor {Contractor} shall:

A. Supply any and all associated apparatus necessary for its trucks to be fully equipped and operational for snow plowing Operations, if it supplies its own plows;

B. At a minimum, supply both of the following requirements per truck:

    1. A two (2) way manual plow, a minimum of 11 feet (ft.) wide; and
    2. One (1) funnel plow, a minimum of 11 ft. wide.

C. Maintain a sufficient quantity of spare plows to ensure the continuity of Operations;

D. Be responsible for the maintenance and repair of all snow plows and associated apparatus. Time utilized for blade changes during a Call-Out will be deducted from Operating Time; and

E. Make every effort to ensure that its snow plows and apparatus remain continuously installed during the entire Winter Season.

3.14.5 NJDOT SUPPLIED PLOWS, ATTACHMENTS, AND EQUIPMENT

3.14.5.1 EQUIPMENT PICK-UP

If the Vendor {Contractor} does not supply its own equipment, the NJDOT will furnish the Vendor {Contractor} with snow plows and all necessary attachments and additional equipment for each truck. The additional equipment will consist of a bumper and axle mounting bracket, and an electrical pump to be installed inside the cab. The NJDOT will provide the required blade or cutting edge and curb bumpers for each model snow plow assigned to a Vendor {Contractor}, along with the necessary mounting hardware. Please note, that Vendors {Contractors} who are not supplying their own equipment and therefore are utilizing NJDOT supplied equipment, will be provided with wear and tear replacement parts by the NJDOT.

The Vendor {Contractor} shall be responsible for:

A. Coordinating with NJDOT personnel to pick up the equipment from a NJDOT facility;

B. Picking up all equipment prior to October 1st of each year;

C. The installation of the equipment;

D. Making every reasonable attempt to mount the hydraulic pumps in a location to ensure that it is protected from the elements; and

E. Providing an email confirmation within five (5) business to NJDOTAcctPV@dot.nj.gov, acknowledging the receipt of the aforementioned equipment.

3.14.5.2 EQUIPMENT RETURN

The Vendor {Contractor} shall:

A. Return all NJDOT equipment no later than 15 business days following the last day of the Winter Season (April 30th) of each year; and

B. Be responsible for any and all damage to any equipment loaned by the NJDOT due to the Vendor's {Contractor's} negligence.

Please note: The State considers the return of its equipment a tangible deliverable and requirement specific to the close out of the Winter Season. Therefore, the State reserves the right to withhold payment in whole or in part for any Vendor {Contractor} until its equipment is returned to NJDOT.

3.14.5.3 CHANGING SNOW PLOW BLADES – NJDOT PLOWS ONLY

Steel plow blades on NJDOT supplied plows may be changed by either the NJDOT or the Vendor {Contractor}.

The Vendor {Contractor} shall change the blade when necessary and/or directed by the NJDOT Site Supervisor to do so. Upon request by the NJDOT Site Supervisor, the Vendor {Contractor} or its drivers/operators, shall assist with the changing of the blade.

If the NJDOT is changing the blade, there shall be a deduction of one half (1/2) hour from the Vendor's {Contractor's} hourly rate for that specific event.

When the Vendor {Contractor} is changing the blade, the truck shall remain in No Pay Status until its truck is fully operational and back in service.

3.15 OTHER EQUIPMENT

3.15.1 LOADERS AND GRADERS

The Vendor {Contractor} may provide the following equipment to be used in NJDOT's maintenance operations:

A. Class C Grader – 20,000 to 27,999 lbs.;

B. Class D Grader – 28,000 lbs. and up;

C. Class E Front End Loader – 1 ¼ to 2 Cubic Yards (CY);

D. Class F Front End Loader – 2 ¼ to 2 ¾ CY.;

E. Class G Front End Loader – 3 to 3 ¾ CY.;

F. Class H Front End Loader – 4 to 6 CY.;

G. Class I Front End Loader – 6 ¼ to 8 CY.;

H. Class J Front End Loader – 8 ¼ to 10 CY.; and

I. Class K Front End Loader – 10 ¼ CY and up.

The Vendor {Contractor} shall be advised that the use of the above equipment will be on an as-needed basis, at the discretion of the NJDOT. Should the need arise, the equipment will be used for the loading of deicing/spreading materials into salt spreading trucks or for the removal of excess snow from roadways or intersections. The aforementioned equipment shall not be utilized for hauling services.

If the NJDOT elects to use the equipment during a snow Call-Out, the equipment must be delivered within the two (2) hour timeframe referenced in Section 3.8 of the Bid Solicitation. Only when the Call-Out time is met will the Vendor {Contractor} be eligible to receive the minimum eight (8) hour compensation time for the equipment specified by this section.

Should a Blanket P.O. be awarded solely for this type of equipment, the State makes no guarantee of any minimum or maximum number of Call-Outs to provide services.

3.16 CALIBRATED SPREADING SERVICES

3.16.1 GENERAL SPREADING REQUIREMENTS

The Vendor {Contractor} shall perform calibrated spreading services in accordance with the NJDOT standards established for spreading services within Attachment #3 – Spreading Services Guide.

Application rates will be determined by the NJDOT, which are based on the guidelines established by the FHWA for solid chemical application rates in pounds per lane mile.

The Vendor {Contractor} shall:

A. Ensure that its drivers and/or operators perform spreading services only on designated roadways, in accordance with the instructions provided by the NJDOT Site Supervisor;

B. Ensure that all spreaders are fully operational and ready to report and perform spreading services beginning October 1st of each year of the Blanket P.O.;

C. Arrive at the designated Assembly Location, with a full complement of prepared trucks, within the two (2) hour reporting timeframe specified in Section 3.8 of the Bid Solicitation;

D. Ensure that all vehicles are properly registered and fully insured; and

E. Ensure that its drivers and operators assigned to perform spreading Operations possess and maintain a valid Commercial Driver's License (CDL).

3.17 SPREADING EQUIPMENT

All spreading trucks shall be classified as follows:

A. Class P – ability to spread 6 to 9 cubic yards of deicing materials;

B. Class Q – ability to spread 9.1 to 13.9 cubic yards of deicing materials; and

C. Class R – ability to spread 14.0 or greater cubic yards of deicing materials.

The Vendor {Contractor} shall:

D. Ensure that all spreader trucks are appropriately registered in accordance with all State, local, and federal laws and regulations;

E. Ensure that all spreader trucks are equipped with an NJDOT approved Vendor {Contractor} owned automated synchronization (ground speed control), adjustable controls inside the cab of the truck, and spill plates on the tailgate, if a tailgate spreader is utilized;

F. Be responsible for all:

1. Fuel;
2. Tailgate chains, if applicable;
3. Repairs;
4. Safety lighting; and
5. Other items necessary for the successful operation of its trucks.

G. Ensure that all spreader trucks comply with the safety requirements specified within this Bid Solicitation; and

H. Ensure that all equipment is refueled with a minimum loss of operating time.

3.17.1 SPREADER TRUCK REQUIREMENTS

The spreader trucks may be of an integral design type (tailgate or mid-body type) or component type ("V" box slide in body type); however, all design types must perform in accordance with the specifications outlined below.

At a minimum, all spreader trucks shall:

A. Be closed loop to allow for control of the spread width and auger rate;

B. Be capable of spreading deicing chemicals and/or abrasives, which may include a calcium chloride additive at varying application rates, at truck speeds ranging between zero (0) to 30 miles per hour (MPH);

C. Automatically vary the quantity of material delivered from the spreader based on changes of the vehicle's speed, to ensure that the material is dispensed at a constant rate (lbs. per lane mile);

D. Be capable of dispensing spreading materials at 1,350 lbs. per mile at 30 mph;

E. Ensure that the discharge conveyance system stops when the vehicle is stopped regardless of the discharge rate setting;

F. Include a "blast" function in the spreading control system in order to allow the driver/operator to apply the maximum amount of material for a short period of time, regardless of the vehicle speed;

G. Include a safety guard around the spinner assembly in order to minimize the possibility of injury while the spinner is in operation;

H. Ensure that the spinner disc remains horizontal to the road surface at all times with a minimum clearance of eight (8) inches between any spreader appendage and the pavement whenever the body of the truck is raised;

I. When operating at maximum capacity, be capable of an overall spreading width of 40 feet (ft.);

J. Include an adjustment device to the spreader's spinner assembly, to allow the material to be spread evenly, and in the following patterns:

    1. To the left of truck;
    2. Behind the truck;
    3. To the right of truck; and
    4. All three (3) lanes.

K. If a "V" box truck is used, have dumping capabilities.

3.17.2 SPILL PLATES

Spill plates must be mounted inside the spreader box if a tailgate spreader is being used. Responding to a Call-Out without mounted spill plates shall not be acceptable, and may result with the Vendor's {Contractor's} truck not being utilized for that event, which will reflect in the payment received by the Vendor {Contractor} for that specific event. Furthermore, a complaint may also be filed with CCAU against the Vendor {Contractor} for failure to meet the requirements of this section.

3.17.3 CALIBRATION

The Vendor {Contractor} must ensure that its spreading equipment is properly calibrated. The Vendor {Contractor} must supply the NJDOT with a copy of its calibration certificates for all spreading trucks to be utilized under this Blanket P.O. prior to October 1st of each year.

The Vendor {Contractor} shall carry a calibration certificate in each spreading truck at all times while performing spreading services for the NJDOT.

At any time during the Winter Season, the SCM or the NJDOT Site Supervisor may request a copy of a calibration certificate, which must be provided by the Vendor {Contractor} immediately.

3.18 DEICING/SPREADING MATERIALS

All spreading materials will be furnished by the NJDOT. The materials may consist of anti/deicing materials, such as:

A. Sodium chloride;

B. Calcium chloride;

C. Salt brine; or

D. Abrasives.

At the end of each spreading Operation, prior to being dismissed, the Vendor {Contractor} shall return to its designated stockpile any unused material remaining in the Vendor's {Contractor's} spreaders.

3.18.1 UNAUTHORIZED USE OF NJDOT DEICING/SPREADING MATERIALS

The Vendor {Contractor} shall be prohibited from using NJDOT spreading materials for any purpose other than the spreading of State roadways or as directed by an NJDOT Site Supervisor. Any violation of this requirement may result in the Vendor's {Contractor's} Blanket P.O. being terminated.

Additionally, applying excess material on the roadway as a method of spinning off any unused material is strictly prohibited, and may also result in a formal complaint with CCAU and possible Blanket P.O. termination.

3.18.2 ADDITIONAL BLANKET P.O REQUIREMENTS

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

3.18.3 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.

3.18.4 LICENSES, REGISRATION, 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.

3.18.5 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.

3.18.6 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 plowing/spreading 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 plowing/spreading 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 snow 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.

3.18.7 PROHIBITED ACTIONS

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

A. Using any of its trucks and/or equipment on any other snow plowing or spreading services contract, if such use will hinder or conflict with the requirements of this Blanket P.O.;

B. Using any State owned equipment for non-State use;

C. Applying excess material onto the roadway as a method of spinning off unused material; and

D. Using of NJDOT anti/deicing materials for any purpose other than use on State roadways.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 KEY EVENTS

4.1.1 ADDENDA: REVISIONS TO THIS RFQ

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by addendum. Any addendum to this RFQ will become part of this RFQ and part of any contract awarded as a result of this RFQ.

ALL RFQ ADDENDA WILL BE ISSUED BY NJDOT.

There are no designated dates for release of addenda. Therefore, bidders should check the NJDOT Procurement website on a daily basis from time of RFQ issuance through the proposal submission opening.
https://www.nj.gov/transportation/business/procurement/ems/current.shtm

It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.

4.1.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFQ. 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 RFQ.

4.1.3 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 RFQ.

4.1.4 CONTENTS OF PROPOSAL

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):
Subsequent to the proposal submission opening, all information submitted by Bidders in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the State. A bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and or factual basis for such assertion. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

4.1.5 PROPOSAL SUBMISSION DATE AND TIME

In order to be considered for award, fully completed; signed and dated proposals and all DPA forms shall be submitted to the following e-mail address with the **SUBJECT LINE** by **10:00am, Tuesday, November 3, 2020** to:
Subject: SNOW PLOW/SPREADING SERVICES PROPOSAL

E-Mail: DOT-EMS_Bid.Procurement@dot.nj.gov

Proposals submitted to any other e-mail address may result in the submission being deemed non-responsive.

All information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the award.

4.1.6 PRICE ALTERATION

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

4.1.7 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating proposals, the State 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 RFQ, 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 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 RFQ 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.

4.1.8 COMPLAINTS

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

4.2 BLANKET P.O. TERM AND EXTENSION OPTION

The base term of this Waiver shall be for a period of **three (3) years pending appropriate State funding.**

This Blanket P.O. may be extended up to **two (2) years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and NJDOT at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. or rates more favorable to the State.

4.3 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 fully completed; signed and dated, and submitted in their entirety with the bidder's proposal. Failure to submit DPA Forms may result in the proposal being rejected.

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 CONTRACT ADMINISTRATION

5.1.1 CONTRACT MANAGER

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

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

5.1.2 SCM RESPONSIBILITIES

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

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

5.1.3 COORDINATION WITH THE STATE CONTRACT MANAGER

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

6.0 SPECIAL NOTICES

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.