Request for Proposal

T#0777 - Snow Plowing and Spreading Services

State of New Jersey
Department of Transportation
1035 Parkway Avenue
Trenton, NJ 08625

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

DEPARTMENT OF TRANSPORTATION
Diane Gutierrez-Scaccetti, Acting Commissioner

Date: September 10, 2018

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request for Proposal (RFP) 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 RFP and should be read in conjunction with them unless the RFP 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 approximately 76 snow sections that remain un-awarded after three rounds of solicitation through the New Jersey Division of Purchase & Property. 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} that expired on **April 30, 2018:**

1. **Snow Plowing and Hauling Services Statewide for the NJDOT (T-0777); and**
2. **Calibrated Spreading Services for Icing Chemicals and Abrasives NJDOT (T-1415).**

Vendors {Bidders} interested in the Blanket P.O. {Contract} specifications and pricing information may review the Blanket P.O.s {Contracts} (T-0777 & T-1415) at http://www.state.nj.us/treasury/purchase/pricelists.shtml and are cautioned that this new Bid Solicitation {RFP} addresses current requirements.

1.3 Key Events

1.3.1 Submission of Proposal

In order to be considered for award, proposals shall be submitted using the Price Schedule included as Attachment A to the following e-mail address with the **SUBJECT LINE** by 10:00am, Monday, September 17, 2018 to:

Subject: SNOW PLOW SERVICES PROPOSAL

E-Mail: NJDOTAcctPV@dot.nj.gov.

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

1.4 Additional Information

1.4.1 Addenda: Revisions to this RFP

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

ALL RFP ADDENDA WILL BE ISSUED BY NJDOT

There are no designated dates for release of addenda. Therefore bidders should check their email on a daily basis from time of RFP issuance through the proposal submission opening.

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

1.4.2 Bidder Responsibility

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

1.4.3 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 RFP.

1.4.4 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.

1.4.5 Proposal Submission Date and Time

In order to be considered for award, proposals shall be submitted using the Price Schedule included as Attachment A to the following e-mail address with the **SUBJECT LINE** by 10:00am, Monday, September 17, 2018 to:

Subject: SNOW PLOW SERVICES PROPOSAL

E-Mail: NJDOTAcctPV@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.

1.4.6 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.

2.0 DEFINITIONS

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

NJSTART terminology is used in this document; legacy term appears in braces; thus: ***NJSTART*** term {legacy term}.

2.1 GENERAL DEFINITIONS

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 {Proposal} opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation {RFP or Solicitation} – This series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation {RFP}, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments {Addenda}.

Bid Amendment {Addendum} – Written clarification or revision to this Bid Solicitation {RFP} issued by the Bureau. Bid Amendments {Addenda}, if any, will be issued prior to Quote {Proposal} 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 {Contract Amendment} – An alteration or modification of the terms of a Blanket P.O. {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} 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 {Contracts} 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.

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 {Proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket P.O. {Contract} 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.

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.) {Contract} – The Blanket P.O. {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive Quote {Proposal} 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 {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} 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 {Proposal} for an item on a price line.

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

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 {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O.(s) {Contract(s)} to the Director and the Deputy Director.

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

QRGs – Quick Reference Guides.

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

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 {Proposal}.

Shall – Denotes that which is a mandatory requirement.

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

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue 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).

State – The State of New Jersey.

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 {Contract Amendment}.

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. {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O. {Contract}, 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 – 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. {Contract} procured by the Division. This Blanket P.O. {Contract} may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation {RFP}. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. {Contract} may be used by any Using Agency or quasi-State governmental entity.

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

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

2.2 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.

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.

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 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.

Deployed Time – The period of time that the Vendor {Contractor} is standing by waiting for instructions from the NJDOT Regional Emergency Operations Center or a designated representative to either begin the Operations, continue Operations, or be officially dismissed after Operations have ended.

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 NJ transportation system.

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

Minimum Compensation – The eight (8) hour payable time the Vendor {Contractor} is guaranteed if all snow plowing trucks, equipment and drivers/operator arrive within the timeframe specified in Section 3.8 of this Bid Solicitation {RFP}.

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.

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 {RFP}.

Repair Time – The one (1) hour time the Vendor {Contractor} has to repair damaged equipment after completing four (4) hours of snow plowing and/or spreading Operations and does not cover changing or adjusting other apparatus and equipment.

Seasonal Minimum Compensation Amount – The minimum compensation amount for each snow section for each year of the Blanket P.O. {Contract} – computed by multiplying the number of Vendor {Contractor} trucks provided for each snow section by a flat rate of $1500 per each truck.

Snow 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, as well as communicating with the NJDOT Site Supervisor.

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.

3.0 SCOPE OF WORK (SOW)

3.1 GENERAL INFORMATION

The Vendor {Contractor} is advised that the requirements specified in Sections 3.2 up to, and including 3.13 of this Bid Solicitation {RFP}, apply to both snow plowing and spreading services.

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

A. Snow Plowing and Hauling Services; and
B. Calibrated Spreading Services for Deicing Chemicals and Abrasives.

3.2 VENDOR {CONTRACTOR} REQUIREMENTS

The Vendor {Contractor} shall:

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

B. Comply with all applicable Federal and State law, rules and regulations;

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

D. Assume full responsibility, including repair and replacement, 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 {RFP};

E. 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;

F. Provide hauling services at any time of the year, during the course of the Blanket P.O. {Contract} term;

G. Be responsible for damage caused to State roadways, while performing the services related to the activities of this Bid Solicitation {RFP}, including, but not limited to:

    1. Government facilities including guiderails;
    2. Bridge railings;
    3. Signs;
    4. Delineators; and
    5. All other construction.

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

3.3 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.

3.3.1 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 snow season, when necessary.

The Vendor {Contractor} shall ensure that its personnel:

A. Comply with the Commercial Driver License (CDL) regulations;

B. Possess and maintain a valid CDL throughout the term of the Blanket P.O. {Contract};

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 SCM, furnish copies of drivers' licenses and vehicle registrations.

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.

3.4 MEALS

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

3.5 SNOW SEASON

The Vendor {Contractor} shall be prepared to provide services during the Winter Season period, beginning October 1st through April 30th. However, the NJDOT may request the use of the Vendor's {Contractor's} snow plow trucks, for hauling purposes, at any time during the term of the Blanket P.O. {Contact}.

3.6 VENDOR {CONTRACTOR} CONTACT INFORMATION

Within ten (10) business days of the Blanket P.O. {Contract} effective date, the Vendor {Contactor} shall provide the SCM with the following contact information:

1. Name and cellular phone number of its Superintendent assigned to snow plowing Operations; and
2. Names and cellular phone numbers for all key operational personnel.

Any changes to the employment status of the Superintendent or key operational personnel must be reported in writing to the SCM, as soon as possible, and no later than ten (10) business days of change in employment status. Changes to any of the contact information, such as a new phone number, must be immediately reported to the SCM.

3.7 COMMUNICATION

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

Failure to maintain communication, including, but not limited to, loss of GPS signal due to power failure caused by an uncharged device, during snow plowing and/or spreading Operations may be deemed a breach of Blanket P.O. {Contract}. 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.

3.8 VENDOR {CONTRACTOR} READINESS AND CALL-OUT

All trucks must be fully operational and ready to report for a Call-Out by October 1st of each year of the Blanket P.O. {Contract}.

Upon receipt of a Call-Out, the Vendor {Contractor} shall assemble the required number of trucks and/or equipment at the Assembly Location designated by NJDOT. The Vendor {Contractor} shall be prepared to begin snow plowing Operations and/or spreading services within the following timeframe:

A. Vendors {Contractors} awarded a Blanket P.O. {Contract} in Phase One (1) Of the Procurement must report within two (2) hours of a Call-Out;
B. Vendors {Contractors} awarded a Blanket P.O. {Contract} in Phase Two (2) of the Procurement must report within three (3) hours of a Call-Out; and
C. Vendors {Contractors} awarded a Blanket P.O. {Contract} in Phase Three (3) of the Procurement must report within three (3) hours of a Call-Out.

Upon arrival at the Assembly Location with a full complement of trucks, equipment and drivers/operators, the Vendor {Contractor} shall immediately notify the NJDOT Site Supervisor that it is present and prepared to commence Operations. As long as the Vendor {Contractor} reports to the Assembly Location within its required timeframe and fully prepared to begin Operations, the Vendor {Contractor} shall be entitled to a minimum payment of eight (8) hours per truck, including the Superintendent's truck, if applicable. The Minimum Compensation shall consist of either Deployed Time, Operating Time or a combination of both, and shall begin only when all of the required trucks arrive on time, are fully manned, and prepared to begin Operations.

If the Vendor {Contractor} fails to arrive with a full complement of trucks within the required 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 Superintendent shall be paid from the time that the first truck arrives.

Should the need arise, the NJDOT Site Supervisor reserves the right to temporarily assign equipment 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 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; however, the SCM 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 to the alternate location.

3.9 DEPLOYED TIME

Deployed Time is the period between the time the Vendor {Contractor} receives instruction to stand by at the Assembly Location with all trucks and/or other equipment fully operational and prepared to commence Operations, and the actual time the Vendor {Contractor} is directed to begin snow plowing and/or spreading Operations. The Vendor {Contractor} will be compensated for a minimum of two (2) hours for Deployed Time. When the Deployed Time exceeds the minimum two (2) hour period, the Vendor {Contractor} will be paid Operating Time, whether Operations have commenced or not.

The hourly rate for Deployed Time shall be one half (½) of the Vendor's {Contractor's} hourly rate submitted for Operating Time and shall only be paid when all trucks and other equipment are fully manned, operational and ready for immediate Operations.

3.10 EQUIPMENT REQUIREMENTS

All equipment must be maintained in good operating condition and must conform to the National Fire Protection Association (NFPA), Underwriters' Laboratories (UL), American National Standards Institute (ANSI), Occupational Safety and Health Administration (OSHA) and all other safety standards in effect at the time of use.

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. {Contract} term or a Call-Out, and may not be permitted to operate if the inspection reveals that the vehicles or equipment fail to comply with the above requirements.

3.10.1 EQUIPMENT BREAKDOWN AND REPAIRS

Vendors {Contractors} making a good faith effort to repair damaged equipment during a work shift shall be compensated for up to one (1) hour to make repairs; however, the Vendor {Contractor} must complete four (4) hours of snow plowing and/or spreading Operations for that specific event prior to becoming eligible for the one (1) hour of compensated Repair Time. The compensated one (1) hour Repair Time shall not apply to changing or adjusting other apparatus and equipment, such as changing of plow blades.

If the equipment cannot be repaired within the one (1) hour Repair Time, the Repair Time shall not be compensated and the equipment shall be removed from paid service for all remaining hours of that specific event. Each piece of equipment shall only be compensated for one (1) breakdown per storm event, and a maximum of two (2) breakdowns per each Winter Season.

Note: Repair Time **shall** only apply during snow plowing and spreading Operations. Repair time **shall not** apply to hauling or any other services that may be required by this Bid Solicitation {RFP}.

If a vehicle and/or equipment, used for snow plowing and/or spreading 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 to State Police for removal. The Vendor {Contractor} shall be responsible for all costs incurred to have the vehicle towed, if necessary. No repairs shall be made along roadways in locations that impact traffic flow or are determined to be unsafe by the NJDOT Site Supervisor or the State Police. Vehicles in such locations shall be removed as soon as possible.

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 Vendor's {Contractor's} vehicle, equipment, whether owned, leased or supplied by 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 performing any necessary remediation to satisfy all applicable State and Federal regulations at its own expense.

3.10.2 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 & 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.

3.10.3 HAULING AND OTHER EQUIPMENT

The Vendor {Contractor} shall provide hauling services and 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.

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

Outside of the Winter Season, the Vendor {Contractor} may be required to haul and/or load debris and other materials, as needed, year round due to emergencies (e.g. hurricanes, damaging storms, etc.) 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.

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.

3.11 HIGHWAY OPERATIONS CREW JURISDICATION & SNOW SECTIONS

A Highway Operations Jurisdiction (Jurisdiction) consists of specific State highways, including ramps and turnarounds, or portions thereof, or any other areas identified by the NJDOT. Each Jurisdiction is broken down into Snow Sections and assigned to a Highway Operations Crew (Crew). If new lane miles are added, or if a section of the roadway adjacent to a contracted Snow Section is not covered by a Vendor {Contractor}, Snow Sections may be expanded during the Winter Season at the request of the NJDOT Site Supervisor.

3.12 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 the snow plowing guide. The snow plowing guide is available for download at:
http://www.nj.gov/transportation/about/winter/

The Vendor {Contractor} must:

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 and are fully operational and ready to report for snow plowing Operations beginning October 1st of each year;

C. Arrive at the designated Assembly Location, with a full complement of trucks, within the timeframe specified in Section 3.8 of this Bid Solicitation {RFP};

D. Ensure that all vehicles used for snow plowing Operations comply with the safety requirements as specified in Section 3.10.2 of this Bid Solicitation {RFP};

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 possess and maintain a valid Commercial Driver's License (CDL).

3.12.1 VENDOR {CONTRACTOR} SUPERINTENDENT REQUIREMENTS

The Vendor {Contractor} shall provide a Superintendent who shall be responsible for overseeing all snow plowing Operations, including, but not necessarily limited to:

A. Mobilization;
B. Use and control of Vendor {Contractor} equipment;
C. Inspection of Vendor {Contractor} equipment;
D. Use and control of NJDOT assigned equipment; and
E. Vendor {Contractor} personnel.

The Superintendent shall be available for duty from the initial Call-Out until the completion of the snow plowing Operations.

The responsibilities of the Superintendent shall include, but may not be limited to:

A. Assembling all trucks;

B. Ensuring that all trucks are properly:
    a. Equipped;
    b. Fueled; and
    c. Ballasted.

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

D. Refueling of trucks;

E. Assigning relief drivers/operators;

F. Coordinating repairs;

G. Inspecting all NJDOT equipment assigned to the Vendor's {Contractor's} trucks;

H. Inspecting all Vendor {Contractor} owned equipment; and

I. Maintaining communication with the NJDOT Site Supervisor.

The Superintendent must ride in a separate vehicle equipped with safety lights and conspicuity markings in compliance with the Safety Requirements specified in Section 3.10.2 of this Bid Solicitation {RFP}.

The Superintendent shall possess a charged mobile phone, which must be powered on and maintain a charge at all times during snow plowing Operations.

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 Snow Section, without obtaining prior approval from the NJDOT Site Supervisor.

In addition, 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 Site Supervisor will inspect and assess the damage (s) and arrange for any necessary repairs. The NJDOT 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 which is attributable to its own negligence.

Payable time for the Superintendent shall begin from the time of Call-Out, provided that all trucks are present and operational within the timeframe specified in Section 3.8 of this Bid Solicitation {RFP}. If the Superintendent is unable to assemble all of the trucks, within the required timeframe, payable time for the Superintendent shall begin at the time the first truck arrives to the Assembly Location.

Payable time shall end when the Vendor {Contractor} has been released from duty by a NJDOT Site Supervisor.

3.12.2 SNOW PLOWING TRUCK REQUIREMENTS

All snow plowing trucks 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 14 cubic yards or greater.

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

A. Class A Truck – Gross Vehicle Weight (GVW) of 45,000 pounds or over; and
B. Class B Truck – GVW of 20,000 to 44,999 pounds.

The Vendor {Contractor} shall:

A. Ensure that all trucks are appropriately registered in accordance with all State, Local and Federal regulations;

B. 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;

C. 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.

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

3.12.3 VENDOR {CONTRACTOR} SUPPLIED PLOWS, EQUIPMENT AND ATTACHMENTS

If the Vendor {Contractor} supplies its own plows, it must supply any and all associated apparatus necessary for the truck to be fully equipped and operational for snow plowing Operations.

At a minimum, the Vendor {Contractor} must supply the following:

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

The Vendor {Contractor} shall maintain a sufficient quantity of spare plows to ensure the continuity of Operations.

The Vendor {Contractor} shall 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.

The Vendor {Contractor} should make every effort to ensure that its snow plow and apparatus remain continuously installed during the entire Winter Season.

3.12.4 NJDOT SUPPLIED PLOWS, ATTACHMENTS AND EQUIPMENT

3.12.4.1 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 Vendor {Contractor} shall:

A. Be responsible for picking up the equipment from a NJDOT facility and for the installation of the additional equipment;

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

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

D. Acknowledge receipt of the NJDOT equipment.

3.12.4.2 EQUIPMENT RETURN

The Vendor {Contractor} shall return all NJDOT equipment no later than five (5) business days following the last day of the Winter Season (April 30th) of each year.

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

3.12.4.3 CHANGING SNOW PLOW BLADES – NJDOT PLOWS ONLY

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. 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.

3.13 OTHER EQUIPMENT

3.13.1 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.

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 and shall not be utilized for snow plowing services.

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

Should a Blanket P.O. {Contract} 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.

3.14 CALIBRATED SPREADING SERVICES

3.14.1 SPREADING REQUIREMENTS

The Vendor {Contractor} shall perform calibrated spreading services in accordance with the NJDOT standards established for spreading services. A copy of the spreading guidelines is available for download at http://www.nj.gov/transportation/about/winter/. Application rates will be determined by the NJDOT and based on the guidelines established by the Federal Highway Administration (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. {Contract};

C. Arrive at the designated Assembly Location, with a full complement of trucks, within the timeframe specified in Section 3.8 of this Bid Solicitation {RFP};

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).

3.15 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:

E. Ensure that all trucks are appropriately registered in accordance with all State, Local and Federal regulations;

F. 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;

G. 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.

H. Ensure that all spreader trucks comply with the safety requirements specified in Section 3.10.2 of this Bid Solicitation {RFP}; and

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

3.15.1 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 specified 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 automatically varying the amount of material delivered, based on the driving speed of the vehicle, in order to dispense a constant preset density of deicing chemicals and/or abrasives per lane mile;

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

D. 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);

E. Be capable of dispensing material at 1,350 lbs. per mile at 30 mph;

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

G. 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;

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

I. 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;

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

K. 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 right or left; and
    4. All three (3) lanes.

L. If a "V" Box Truck is used, it must have dumping capabilities.

3.15.2 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} spreader not utilized for that event.

3.15.3 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 certificate 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.

3.16 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 and return any unused material remaining in the Vendor's {Contractor's} spreader. Applying excess material on the roadway, as a method of spinning off any unused material, is strictly prohibited.

3.16.1 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 a NJDOT Site Supervisor. Any violation of this requirement may result in the Vendor not receiving its Seasonal Minimum Compensation Amount, and may further result in civil or criminal penalties.

If the Vendor {Contractor} is found in violation of the above, it shall be responsible for reimbursing the State for any and all costs associated with the unauthorized use of NJDOT spreading materials.

3.17 ADDITIONAL BLANKET P.O {CONTRACT} REQUIREMENTS

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

3.17.1 ACCIDENT REPORTING

The Vendor {Contractor} shall immediately report any accidents to the proper authorities (e.g. State Police, local Police, local fire department, etc.). As soon as possible thereafter, the driver shall report the accident to the appropriate NJDOT Site Supervisor.

Within 48 hours, the Vendor {Contractor} shall submit a written report to the SCM, of any accidents, regardless of how minor, arising out of or in connection to the services provided under this Blanket P.O. {Contract}.

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.

3.17.2 LICENSES, REGISRATION AND INSURANCE REQUIREMENTS

During the term of the Blanket P.O. {Contract}, 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's attached to Bid Solicitation {RFP}; and
C. Ensure that each of its drivers/operators possess and maintain a valid CDL.

The Vendor {Contractor} shall be further obligated to report the loss, revocation or suspension of any of its drivers/operators licenses throughout the term of the Blanket P.O. {Contract}. The use of any unlicensed driver/operator shall be considered a breach of the Blanket P.O. {Contract}.

3.17.3 PAYMENT PROCEDURE

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

3.17.4 SEASONAL MINIMUM COMPENSATION

The Vendor {Contractor} is guaranteed to be compensated no less than $1,500.00 per each truck, for each Snow Section, for each year of the Blanket P.O. {Contract}, provided the Vendor {Contractor} has performed in accordance with the provisions set forth herein throughout the entire Winter Season. The Seasonal Minimum Compensation Amount per each snow section, for each year of the Blanket P.O. {Contract} will be computed by multiplying the number of Vendor {Contractor} trucks assigned to each snow section by a fee of $1,500.00 per truck.

At the end of each snow season, after all Vendor {Contractor} invoices have been submitted to the NJDOT, the sum of all monies paid to the Vendor {Contractor} will be totaled. If the total monies paid to the Vendor {Contractor} for each snow section, during the snow season indicates:

A. Less than the Seasonal Minimum Compensation Amount, the NJDOT will pay the Vendor {Contractor} the difference between the amount already paid and the Seasonal Minimum Compensation Amount; or

B. Exceeds the amount of the Seasonal Minimum Compensation Amount, the Vendor {Contractor} shall receive no additional compensation.

The Vendor {Contractor} shall not be eligible if:

A. It fails to arrive within its required timeframe for a Call-Out; and/or
B. The Blanket P.O {Contract} is terminated for cause, prior to its expiration.

If the Vendor {Contractor} is eligible for the Seasonal Minimum Compensation Amount, but owes the NJDOT costs incurred for any damage or loss caused by the Vendor's {Contractor's} negligence, the total amount due shall be deducted from its Seasonal Minimum Compensation Amount.

The Seasonal Minimum Compensation Amount due or portions thereof shall be determined by the NJDOT at the end of the Winter Season. The Vendor {Contractor} must submit an invoice to the NJDOT after April 30th, and prior to June 1st, in order to be eligible to receive payment.

3.17.5 PERFORMANCE

The services required by this Bid Solicitation {RFP} 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 the SCM or the NJDOT Site Supervisor for each snow event, based on the following criteria:

A. Response time;
B. Reporting with less than the minimum required amount of trucks and/or equipment;
C. Unsafe plowing/spreading practice;
D. No show;
E. Vehicle safety markings;
F. Compliance with NJDOT Site Supervisor instruction;
G. Use of an unlicensed driver/operator; and
H. Violation of any NJDOT plowing/spreading guidelines.

Two (2) or more documented violations of one or any of the above, may result with termination of the Vendor's {Contractor's} Blanket P.O. {Contract}.

3.17.6 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. {Contract};

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

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

Proposals including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFP or the State's NJ Standard Terms and Conditions ("RFP/SSTC"), as may be amended by addenda, or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. In the event that prior to notice of intent to award, the State notifies the Bidder of any such term or condition and the conflict it poses, the State may require the Bidder to either withdraw it or withdraw its proposal. After award of contract:

a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP/SSTC, the term or condition of the RFP/SSTC will prevail; and

b) if the result of the application of a supplemental term or condition included in the proposal would diminish the State's rights, the supplemental term or condition will be considered null and void.

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

4.2 Proposal Submission and Identification

In order to be considered for award, proposals shall be submitted using the Price Schedule included as Attachment A to the following e-mail address with the **SUBJECT LINE** by 10:00am, Monday, September 17, 2018 to:

Subject: SNOW PLOW SERVICES PROPOSAL

E-Mail: NJDOTAcctPV@dot.nj.gov.

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

5.0 SPECIAL TERMS AND CONDITIONS

5.1 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 RFP, is/are most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Division. The Director may initiate additional negotiation or BAFO procedures with the selected Bidder(s).

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

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

5.2 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 RFP may be bypassed for an award issued as a result of this RFP.

6.0 CONTRACT ADMINISTRATION

6.1 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.

6.1.1 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.

6.1.2 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.