

Request for Quotes

RFQ NO. - NJDOT- S2WS25_29

SNOW PLOWING AND SPREADING SERVICES AND ADDITIONAL TRUCKS

	Date	Time
Due Date For Questions	February 25 th 2026	10:00 AM
Submission Date	March 3 rd , 2026	10:00 AM

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.

All changes will be reflected in Bid Amendments to the Request for Quotes posted on Using Agency website.

RFQ Issued By:

THE New Jersey Department of Transportation

Date: February 20, 2026

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ATTACHMENT 1 – Quote Submission form and State of New Jersey Standard Terms and Conditions (6/3/2025);

ATTACHMENT 2 – SWS25_29 Price Sheet

ATTACHMENT 3 – Vendor Overview Form;

ATTACHMENT 4 – Bidder Data Sheet;

ATTACHMENT 5 – Snow Plowing Guide;

ATTACHMENT 6 – Spreading Guide; and

ATTACHMENT 7 – Waiver/DPA Form Checklist.

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by the New Jersey Department of Transportation (NJDOT), Division of Procurement.

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for snow plowing and spreading services on all State interstates and highways under the jurisdiction of the NJDOT. **This RFQ is to solicit quotes for all snow sections not awarded under Bid Solicitation 25DPP01134.**

This RFQ also intends to solicit quotes for additional trucks to be added under already awarded price lines under Bid Solicitation 25DPP01134.

It is the intent of the State to award Contracts to those responsible Bidders whose Quotes, conforming to this RFQ are most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State's best interest.

Bidders are advised that RFQ No. NJDOT- S2WS25_29 is separate from Bid Solicitation 25DPP01134 (Snow Plowing and Spreading Services) and Bid Solicitation 23DPP00860 (Snow Plowing Services by Area) advertised and awarded by the Department of the Treasury Division, of Purchase & Property. Additionally, Bidders are advised that the NJDOT reserves the right to add or delete locations/price lines/snow sections, at any time during the course of the Contract Term.

This RFQ is divided into two three sections, as described below. Bidders are not required to bid all price lines; however, Bidders must submit pricing for each price line for which it is submitting a Quote.

Snow Plowing Services (Price Lines/Snow Sections not awarded under Bid Solicitation 25DPP01134)	
Price Line #	Snow Section
215	5335266
216	5335267

Snow Spreading Services (Price Lines/Snow Sections not awarded under Bid Solicitation 25DPP01134)	
Price Line #	Crew #
352	313
357	319
374	338
375	339

Additional Trucks -Spreading Services (Additional Trucks needed for the already awarded lines under Bid Solicitation 25DPP01134)	
Price Line #	Snow Section
363	Crew 327 – Lakewood Yard
376	Crew 410 – Pennsauken Yard
378	Crew 413 – West Deptford Yard
379	Crew 414 – Deptford Yard
380	Crew 415 – Berlin Yard
382	Crew 417 – Glassboro Yard
383	Crew 420 – Elmer Yard
387	Crew 426 – Cumberland Yard
391	Crew 456 – Mays Landing Yard
392	Crew 468 – Mt Laurel Yard

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ, (2) Waiver Supplement to the Standard Terms and Conditions (3) State of New Jersey Standard Terms and Conditions, and (4) the Quote. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the Using Agency designee by email Procurement, DOT-EMS_BID [dot] DOT-EMS_BID.Procurement@dot.nj.gov . The Using Agency will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued 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. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

3.3 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Experience of the Bidder
- Quote
- Valid Vehicle Registration copies for all vehicles proposed
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.4 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms.

3.4.1 QUOTE SUBMISSION FORM

The Bidder should complete and submit the Quote submission form and agree to the State of New Jersey Combined Terms and Conditions labeled as Attachment 1 – Quote Submission Form with the Quote. The Quote Submission Form and State of New Jersey Combined Terms and Conditions must be signed by an authorized representative of the Bidder. If a Bidder does not submit the completed and signed form and the State of New Jersey Standard Terms and Conditions, with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

3.4.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Using Agency may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

3.4.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1)

of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.5 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.6 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.7 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

3.4.8 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business

Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

3.4.9 AFFIRMATIVE ACTION

The intended Contractor and its named subcontractors must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named subcontractors are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.4.10 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Bidder's Business Registration Certification Active status, **NJSTART** provides a link to take corrective action.

3.4.11 CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

3.5 QUOTE SUBMITTALS

The Bidder should submit a copy of a valid vehicle registration for each vehicle proposed. For example if the Bidder proposes five (5) Class A Trucks, five (5) valid registration copies are to be submitted with the Bidder's quote. If they are not submitted with the quote, they must be submitted within five (5) calendar days of the State's request. Failure to comply within the timeframe specified, will result with the Bidder's quote deemed unresponsive for the relevant price line/snow section.

3.5.1 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder must possess at a minimum two (2) years of experience performing snow plowing and/or spreading services on State Interstates and Highways to be considered for award.

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services similar to those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

3.5.2 BIDDER QUOTE OVERVIEW FORM

The Bidder should submit the Bidder Quote Overview Form with its Quote. The Bidder should complete all of the information requested on the form, so that the State is able to evaluate the Bidder's ability to complete the Scope of Work. The Bidder's responses to the questions on the form should demonstrate to the State that the Bidder's plans and approach to complete the Scope of Work are realistic, attainable, appropriate, and that the Bidder's Quote will lead to the successful completion of the tasks required.

3.6 STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ and located on the "Attachments" Tab.

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

This RFQ consists of the following State-Supplied Price Sheet, which separates services by following Tabs:

1. Tab 1: Snow Plowing Services
2. Tab 2: Spreading Services
3. Tab 3: Additional Trucks

The Bidder is not required to submit a quote for all price lines; however, the Bidder must complete all requested and required information for any price lines for which it submits a quote.

For each price line quoted, the Bidder:

1. **Must** submit an All-Inclusive Hourly Rate (Column E) for its Snow Plow/Spreading Truck.
2. **Must** submit an All-Inclusive Hourly Rate for its proposed Superintendent (Column F).
3. **Should** indicate the quantity of any available plows.

NOTE: The Bidder's All-Inclusive Hourly Rate for its proposed Superintendent shall not exceed 50% of the Snow Plow Rate or \$150.00.

For example if a Bidder submits a quote for price line 111, the Bidder must submit its pricing in the following format:

Price Line	Description	Quantity	Unit of Measure	Must Provide All-Inclusive Hourly Rate	MUST PROVIDE AN ALL-INCLUSIVE HOURLY RATE SNOW PLOWING SUPERINTENDENT. NOTE: SHALL NOT EXCEED 50% OF PLOW RATE, UP TO \$150. SEE RFQ SECTION 3.17.1.	ALL-INCLUSIVE HOURLY RATE HAULING ONLY
111	Snow Section 5311261 No. of Required Trucks: 12	1	Hour	\$100.00	\$50.00	\$100

All price lines must be filled out in accordance with these instructions. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

4 SCOPE OF WORK

4.1 General Information

The requirements specified below of this RFQ, apply to snow plowing/spreading services, and snow plowing services by Area "Strikeforce", unless otherwise denoted .

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

- A. Snow Plowing and, if applicable, Hauling Services;
- B. Calibrated Spreading Services for Deicing Chemicals and Abrasives (Spreading Services); and/or
- C. Snow Plowing Services by Area "Strikeforce"

4.2 WINTER SEASON

The Contractor shall provide the required services during the Winter Season period of October 1st through April 30th of each year of the Contract term.

4.3 CONTRACTOR REQUIREMENTS

The Contractor shall:

- 1. Possess, at a minimum, two (2) years' experience performing snow plowing and/or spreading services on State Interstates and Highways;
- 2. Comply with all applicable Federal and State laws, rules, and regulations;
- 3. Supply all manpower, Snow Plowing and/or Spreading Superintendent(s) (Superintendent), vehicles, equipment necessary required to perform services;
- 4. Assume full responsibility for all equipment leased, owned, or supplied by the NJDOT and used by the Contractor for the performance of the services required by this RFQ. This includes the repair and replacement of equipment if the equipment is damaged/loss due to the Contractors negligence;
- 5. 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 Contract term;
- 6. Be responsible for any and all damage caused by the Contractor while performing the services related to the activities of this RFQ, 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.
- 7. Store at its own facility all equipment owned, leased, or supplied by NJDOT, at no additional cost to the State; and

Be responsible for ensuring that all Subcontractors adhere to the requirements specified by this RFQ.

4.4 PERSONNEL REQUIREMENTS

The 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 Contractor shall:

1. Ensure that its personnel observe all applicable State, local, and federal laws and regulations;
2. Be fully responsible for the conduct of its personnel; and
3. Ensure that its personnel comply with all NJDOT instructions related to snow plowing and/or spreading services.

4.4.1 DRIVER/OPERATOR REQUIREMENTS

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

The Contractor shall ensure that its personnel:

1. Comply with all Commercial Driver License (CDL) regulations;
2. Possess and maintain a valid CDL throughout the term of the Contract.
3. 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; and
4. Possess at a minimum, two (2) years' experience performing snow plowing/spreading services on State interstates and Highways, including the operation of the truck class to which the personnel are assigned to operate.

The Contractor shall be required to provide copies of valid drivers' licenses and vehicle registrations to the State Contractor Manager (SCM), within five (5) business days of request. Failure to comply within the timeframe specified, or presenting fewer than the required drivers' licenses and vehicle registrations, may result in terminating the contract for cause.

NOTE: The 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 Contractor's negligence.

4.5 MEALS

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

4.6 CONTRACTOR CONTACT INFORMATION

Within ten (10) business days of the Contract effective date, the Contractor shall provide the SCM with the names and cellular phone numbers of all key operational personnel.

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

1. All owners/partners of the business;
2. Superintendents assigned to snow plowing Operations and/or spreading services; and
3. Dispatchers assigned to this Contract, 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 RFQ Section 4.6 to be a deliverable. The Contractor is responsible and required to keep this information current and updated throughout the Contract term. If this information is not provided to NJDOT within the above-mentioned allotted amount of time, or is not current and updated, then a formal complaint may be filed against the Contractor with the Division's Contract Compliance and Audit Unit (CCAU). If a second instance occurs, the State may exercise its right to terminate the Contractor's Contract.

4.7 COMMUNICATION DEVICES

4.7.1 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/Spreading 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. The Contractor shall be required to sign for each assigned device. All devices shall be returned to the NJDOT Site Supervisor at the end of Operations for the respective Snow Event.

4.7.2 FAILING TO MAINTAIN COMMUNICATION

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 Contract. The 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 Contractor, its employees, and/or its Subcontractors.

4.7.3 LOST, STOLEN, DESTROYED DEVICES

In the event that any of the assigned devices are lost, stolen, destroyed, or damaged beyond repair due to the Contractor's negligence, the 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 Contractor for the event in which the device was lost, stolen, destroyed, or damaged beyond repair. Additionally, a complaint may be filed with CCAU.

4.8 CONTRACTOR READINESS AND CALL-OUT

4.8.1 WINTER SEASON READINESS

The Contractor shall ensure that all trucks are fully operational and ready to report for a Call-Out by October 1st Winter Season for each year of the Contract term, including any Contract extensions.

4.8.2 CALL OUT PROCEDURE

Upon receipt of a Call-Out, the 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 Contractor shall immediately notify the NJDOT Site Supervisor when it is present and fully prepared to commence Operations.

NOTE: Upon arrival, the NJDOT Site Supervisor will conduct inspections for all trucks to confirm that the Contractor is in compliance with the RFQ requirements.

4.9 MINIMUM COMPENSATION

4.9.1 ELIGIBILITY FOR RECEIVING FULL COMPENSATION

The Contractor shall be entitled to receive the Minimum Compensation for each Snow Event as long as it reports to the Assembly Location under the following conditions:

- 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.

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

4.9.2 INELIGIBILITY FOR RECEIVING MINIMUM COMPENSATION

If the Contractor fails to provide a full complement of prepared trucks, equipment, and drivers/operators, within the two (2) hour reporting timeframe, the 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 Contractor is ineligible for the Minimum Compensation.

NOTE: Ineligibility for receiving the Minimum Compensation is determined on a line-by-line basis and per Snow Event.

4.9.3 CALCULATION 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 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 Contractor via Deployed Time.

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

4.10 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 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 Contractor would have received had the equipment been working on the section originally assigned.

If a Contractor is temporarily reassigned, payment shall begin from the moment it reports to its originally assigned location. Payment shall end when the Contractor returns to its originally assigned location after Operations have ceased. Payment shall include travel time from the original assigned location to the alternate location and back. The SCM reserves the right to reduce payment if the Contractor's reported 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 matter regarding temporary reassignment.

4.11 DEPLOYED TIME

Payment for Deployed Time shall begin when the 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 ($\frac{1}{2}$) of the Contractor's hourly rate awarded for Operating Time.

The 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.

4.12 EQUIPMENT

4.12.1 GENERAL EQUIPMENT REQUIREMENTS

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

1. National Fire Protection Association (NFPA);
2. Underwriters' Laboratories (UL);

3. American National Standards Institute (ANSI);
4. Occupational Safety and Health Administration (OSHA); and
5. All other safety standards in effect at the time of use.

The Contractor shall ensure that all equipment, whether provided by the Contractor or the NJDOT is installed within 10 business days of receiving notice.

4.12.2 EQUIPMENT INSPECTIONS

All vehicles and equipment, whether provided by the Contractor or the NJDOT, shall be subject to inspection. **Inspections shall take place 30 business days prior to the October 1st Winter Season each year of the contract term, including any extensions. Inspections may also take place at any time during the Contract 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 RFQ, including but not limited to Section 4.12.1, 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 Contractor may request an equipment inspection by NJDOT staff. It is not guaranteed that the NJDOT will respond to the request, and the Contractor is still expected to have the required equipment, properly equipped before the commencement of the Winter Season beginning October 1st. The Contractor shall cover all costs associated with requested equipment inspections that are provided by NJDOT personnel.

If NJDOT personnel discover any deficiencies with the 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 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 Contractor for the event in which the deficiencies were discovered by NJDOT personnel. Additionally, a complaint may be filed with CCAU against the Contractor.

4.12.3 EQUIPMENT BREAKDOWN AND REPAIRS

If any equipment experiences a breakdown during a Snow Event, the NJDOT will allow the Contractor to repair the aforementioned equipment. During the time the equipment is being repaired, it shall be set to a No-Pay Status in NJDOT's internal payment system until the equipment is fully operational again. During the time the Contractor is in "No-Pay Status", they will be off of the clock and will not be paid for the time. If the equipment is considered unrepairable, then that piece of equipment is taken off the clock for the rest of that event.

The Contractor must provide the NJDOT Site Supervisor with immediate notification when equipment is down for repair. Additionally, the 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.

4.12.4 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 Contractor shall be responsible for all costs incurred to have the vehicle towed and/or the equipment removed.

4.12.5 PROCEDURE FOR CLEANING UP AFTER BREAKDOWNS OR REPAIR WORK

For all Contractor-owned or NJDOT-owned vehicles and/or equipment, the 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. The Contractor shall immediately notify the NJDOT Site Supervisor of any breakdowns/spills. If a spill is deemed by the Contractor or NJDOT Site Supervisor to be a reportable condition to the New Jersey Department of Environmental Protection (NJDEP)—such as spills involving hazardous materials, petroleum products, or any other substances that could potentially harm the environment—the Contractor shall be required to immediately contact the NJDEP Hotline at 1-877-WARNDEP/1-877-927-6337. The Contractor shall perform any necessary remediation work to satisfy all applicable State and federal regulations at its own expense.

4.12.6 SAFETY REQUIREMENTS

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

1. All snow and ice equipment shall be equipped with a reverse signal alarm that is audible above the surrounding noise level;
2. 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. Safety lights are required in addition to the vehicle's normal operating and hazard lights;
3. All trucks shall bear reflective conspicuity markings applied to the rear and sides of each vehicle; and
4. 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 Contractor does not arrive within the two (2) hour reporting timeframe with the above-mentioned requirements for a Call-Out, the 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 Contractor's snow plow trucks must be equipped with the above equipment in compliance with Federal Highway Administration (FHWA) regulations to perform this work. Failure by the 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 may exercise its right to terminate the Contractor's Contract

4.13 HIGHWAY OPERATIONS JURISDICTIONS, 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).

4.14 THE EXPANSION OF A SNOW SECTION

A Snow Section may be expanded during the Winter Season at the request of the SCM or the NJDOT Site Supervisor, and with the consent and agreement of a 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 Contractor or such other reason(s) as may be determined to be in the best interest of the NJDOT. Please note that the same rates and guaranteed minimums shall apply.

4.15 SNOW PLOWING REQUIREMENTS

The 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 Contractor shall:

1. 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;

2. 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;
3. Arrive at the designated Assembly Location with a full complement of prepared trucks/equipment, within the two (2) hour timeframe;
4. Ensure that all vehicles used for snow plowing Operations and hauling Operations (if applicable) comply with the safety requirements specified within this RFQ;
5. Ensure that all vehicles are properly registered and fully insured; and
6. 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).

4.15.1 CONTRACTOR SUPERINTENDENT REQUIREMENTS

The 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:

1. Mobilization;
2. Use and control of Contractor equipment;
3. Inspection of all Contractor equipment;
4. Use and control of NJDOT assigned equipment;
5. Inspection of all NJDOT assigned equipment;
6. Supervising Contractor personnel;
7. Assembling all trucks;
8. Ensuring that all trucks are properly:
 - a. Equipped;
 - b. Fueled; and
 - c. Ballasted.
9. Expediting plow hook-ups on Call-Outs;
10. Refueling of trucks;
11. Assigning relief drivers/operators;
12. Coordinating repairs;
13. Maintaining communication with the NJDOT Site Supervisor;
14. Being available for duty from the initial Call-Out until the completion of the snow plowing Operations;
15. Possessing a charged mobile phone, which must be powered on and maintain a charge at all times during snow plowing Operations; and

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

The above responsibilities apply only to Snow Plowing Operations and do not apply to Hauling Operations.

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.

4.15.2 CONTRACTOR SUPERINTENDENT REQUIREMENTS REGARDING NJDOT SUPPLIED EQUIPMENT

The Superintendent shall be responsible for the inspection of all NJDOT equipment, which has been assigned to the 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 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 Contractor for any loss or damage to such equipment that is attributable to its own negligence.

4.15.3 CONTRACTOR SUPERINTENDENT PAY PROCEDURE

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

1. **Procedure #1:** 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, payable time for the Superintendent shall begin from the moment the Contractor received the Call-Out;

Or

2. **Procedure #2:** 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, payable time for the Superintendent shall begin when the first non-Superintendent truck arrives at the Assembly Location.

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

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

4.15.4 SNOW PLOWING TRUCK REQUIREMENTS

All snow plowing trucks with the ability to haul shall be classified as a **Class A Truck – ability to haul 15 cubic yards or greater**

All snow plowing trucks of the tractor type, and **not** capable of hauling, shall be classified as a **Class A Truck – Gross Vehicle Weight (GVW) of 45,000 pounds or over.**

The Contractor shall:

- A. Ensure that all trucks are appropriately registered in accordance with all State, local, and federal laws and 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.

4.15.5 BALLASTS

4.15.6 GENERAL INFORMATION

The 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 Contract, the 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.

4.15.7 ARRIVING WITHOUT BALLASTS

Contractor trucks are not permitted to begin plowing services without the proper ballasts. If any Contractor trucks do not arrive with the proper ballasts within the two (2) hour reporting timeframe for one (1) or more trucks, the 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.

All 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.

4.15.8 ADDITIONAL COSTS ACCRUED BY THE CONTRACTOR

If the State must take action to ensure that the Contractor's snow plow trucks have the appropriate ballasts, the 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 Contractor's trucks. The cost of these services will be deducted from the Contractor's total bill for that specific Snow Event. The Contractor shall only be permitted one (1) ballast loading per truck per storm event.

In addition, if a 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 Contractor shall be responsible for all costs incurred to have the vehicle towed.

4.15.9 CONTRACTOR SUPPLIED PLOWS, EQUIPMENT, AND ATTACHMENTS

At its own discretion, the Contractor may provide the following plows and equipment at no additional cost to the State:

- 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.

If the Contractor provides its own plows, the Contractor shall:

- 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.

A Contractor providing its own plows, must arrive for the Call-Out with its own plows. If the Contractor arrives without its own plows, the Contractor will **not** be permitted to complete the work under this Contract for that Price Line.

4.15.10 NJDOT SUPPLIED PLOWS, ATTACHMENTS AND EQUIPMENT

4.15.11 EQUIPMENT PICK-UP

The NJDOT will furnish the 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 Contractor along with the necessary mounting hardware. The Contractor will be provided with wear and tear replacement parts by the NJDOT. **The Contractor shall be required to pick-up NJDOT supplied equipment within five (5) business of notice.**

The 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 withing five (5) business days of receiving notice;
- 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.

4.15.12 EQUIPMENT RETURN

The Contractor shall:

- A. Return all NJDOT equipment no later than fifteen (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 Contractor's negligence.

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 charge the Contractor for any equipment that is not returned or damaged. **Cost of the equipment shall be based on a straight line depreciation of the purchase price paid by the NJDOT. Parts for any damaged or missing parts will be based upon the contract price under T0085 Snow Plow Parts, and Grader And Loader Blades.**

4.15.13 CHANGING SNOW PLOW BLADES – NJDOT PLOWS ONLY

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

The 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 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 Contractor's hourly rate for that specific event.

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

4.16 SNOW PLOWING REQUIREMENTS BY AREA "STRIKEFORCE"

4.16.1 REGIONAL MAINTENANCE AREAS

The State has been divided into three (3) regions (Northern, Central, and Southern). Each region is divided into Maintenance Areas, which are comprised of Maintenance Yards. Each Maintenance Yard is made up of specific areas of the highways, including ramps and turnarounds, or portions thereof, or any other areas identified by the NJDOT.

The 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 Contractor must:

- Provide seven (7) Class A trucks for each Maintenance Area it is assigned to;
- 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;
- 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;
- Arrive at the designated Assembly Location, with a full complement of trucks, within the timeframe specified Contractor Readiness and Call-Out;
- Ensure that all vehicles used for snow plowing Operations comply with the safety requirements
- Ensure that all vehicles are properly registered and fully insured; and
- Ensure that its drivers and operators assigned to perform snow plowing Operations possess and maintain a valid Commercial Driver's License (CDL).

4.16.2 SNOW PLOWING TRUCK REQUIREMENTS

The Contractor must supply seven (7) Class A trucks for each Maintenance Area it is assigned to.

The Contractor shall not use any truck assigned to perform snow plowing Operations for any other snow plowing contract if such use conflicts with the requirements of this Contract.

All snow plowing trucks shall be classified as Class A Trucks – Gross Vehicle Weight (GVW) of 45,000 pounds or over

The Contractor shall:

- Ensure that all trucks are appropriately registered in accordance with all State, local and federal regulations;
- Be responsible for:
 - Fuel;
 - Ballast;
 - Chains;
 - Repairs;
 - Safety lighting; and
 - Other items necessary for the successful operation of its trucks.
- Ensure that all snow plow trucks have the appropriate Ballast to effectively plow varying amounts of snow. Standby or Operating Time shall not begin until the appropriate Ballast has been provided for each truck; and
- Ensure that all equipment is refueled with a minimum loss of Operating Time.

4.16.3 CONTRACTOR SUPPLIED PLOWS, EQUIPMENT, AND ATTACHMENTS

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

At a minimum, the Contractor must supply the following:

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

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

The Contractor shall be responsible for the maintenance and repair of all snow plows and associated apparatuses. Time utilized for blade changes during a Call-Out will be deducted from Operating Time.

The Contractor should make every effort to ensure that its snow plow and apparatuses remain continuously installed during the entire Snow Season.

4.17 CALIBRATED SPREADING SERVICES

4.17.1 GENERAL SPREADING REQUIREMENTS

The 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 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 contract;
- C. Arrive at the designated assembly location, with a full complement of prepared trucks, within the two (2) hour reporting timeframe;
- 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).

4.17.2 CONTRACTOR SUPERINTENDENT REQUIREMENTS

The Contractor shall provide a Superintendent for each spreading section it is awarded. The Superintendent shall be responsible for overseeing all spreading services 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 contractor equipment;
- C. Inspection of all contractor equipment;
- D. Supervising contractor personnel;
- E. Assembling all trucks;
- F. Ensuring that all trucks are properly:
 - a. Equipped;
 - b. Fueled;
- G. Refueling of trucks;
- H. Assigning relief drivers/operators;
- I. Coordinating repairs;
- J. Maintaining communication with the NJDOT Site Supervisor;
- K. Being available for duty from the initial call-out until the completion of the spreading operations;
- L. Possessing a charged mobile phone, which must be powered on and maintain a charge at all times during spreading operations; and

- M. Riding in a separate vehicle equipped with safety lights and conspicuity markings in compliance with the safety requirements specified within this RFQ.

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.

4.18 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 Contractor shall:

- A. Ensure that all spreader trucks are appropriately registered in accordance with all State, local, and federal laws and regulations;
- B. Ensure that all spreader trucks are equipped with an NJDOT approved 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;
- C. 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.
- D. Ensure that all spreader trucks comply with the safety requirements specified within this RFQ; and
- E. Ensure that all equipment is refueled with a minimum loss of operating time.

4.18.1 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.

4.18.2 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 in the Contractor’s truck not being utilized for that event, which will reflect in the payment received by the Contractor for that specific event. Furthermore, a complaint may be filed with CCAU against the Contractor for failure to meet the requirements of this section.

4.18.3 CALIBRATION

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

The 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 Contractor immediately.

4.19 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 Contractor shall return to its designated stockpile any unused material remaining in the Contractor's spreaders.

4.19.1 UNAUTHORIZED USED OF NJDOT DEICING/SPREADING MATERIALS

The 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 Contractor's Contract 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 Contract termination.

4.20 ADDITIONAL CONTRACT REQUIREMENTS

The following sections apply to all Contract services provided by the Contractor.

4.20.1 ACCIDENT REPORTING

In the case of an accident, the Contractor shall:

1. Immediately report the accident to the proper authorities, including but not limited to, the State police, local police, and local fire department;
2. 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
3. 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 Contract

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

4.20.2 LICENSES, REGISTRATION, AND INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor shall:

1. Maintain a current vehicle registration for each vehicle;
2. Ensure that all vehicles are legally insured, meeting at a minimum, the requirements set forth in Section 4.2 of the SSTC;
3. Ensure that each of its drivers/operators possess and maintain a valid CDL; and
4. Report the loss, revocation, or suspension of any of its drivers/operators licenses or vehicle registrations throughout the term of the Contract

NOTE: The SCM reserves the right to request the Contractor to furnish copies of drivers' licenses, vehicle registrations and vehicle insurance at any time during the contract term, including prior to or during a snow event. The use of any unlicensed driver/operator, unregistered or uninsured vehicle shall be considered a breach of the Contract and will lead to a formal complaint filed with CCAU and terminating the contract for cause.

4.20.3 PAYMENT PROCEDURE

The 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 Contractor shall review it for accuracy. If according to the Contractor's records the MT89 is accurate, the Contractor shall electronically sign the MT89 and submit it to the two (2) email addresses provided on the MT89. If according to the Contractor's records there is a discrepancy between the hours listed on the MT89 and the Contractor's records, the 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 Contractor's email package.

The NJDOT will attempt to deliver the MT89 to the Contractor within ten (10) business days after a Snow Event; however, it should be noted, that this is not guaranteed. Be advised, the Contractor is responsible for contacting either the NJDOT Site Supervisor or the SCM if it does not receive its MT89.

4.20.4 PERFORMANCE

The services required by this RFQ 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 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:

1. Response time;
2. Reporting with less than the minimum required amount of trucks and/or equipment;
3. Unsafe plowing/spreading practices;
4. No show;
5. Vehicle safety markings;
6. Usage of ill-equipped and/or faulty equipment;
7. Compliance with the NJDOT Site Supervisor instructions;
8. Damage caused to State property due to the Contractor's personnel's negligence;
9. Use of an unlicensed driver/operator; and
10. Violation of any NJDOT plowing/spreading guidelines.

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 Contractor's Contract, and/or the termination of the Contractor's entire Contract.

4.20.5 PROHIBITED ACTIONS

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

4.20.6 PAYMENT PROCEDURE

The 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 Contractor shall review it for accuracy. If according to the Contractor's records the MT89 is accurate, the Contractor shall electronically sign the MT89 and submit it to the two (2) email addresses provided on the MT89. If according to the Contractor's records there is a discrepancy between the hours listed on the MT89 and the Contractor's records, the 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 Contractor's email package.

The NJDOT will attempt to deliver the MT89 to the Contractor within ten (10) business days after a Snow Event; however, it should be noted, that this is not guaranteed. Be advised, the Contractor is responsible for contacting either the NJDOT Site Supervisor or the SCM if it does not receive its MT89.

4.20.7 PERFORMANCE

The services required by this RFQ 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 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:

11. Response time;
12. Reporting with less than the minimum required amount of trucks and/or equipment;
13. Unsafe plowing/spreading practices;
14. No show;
15. Vehicle safety markings;
16. Usage of ill-equipped and/or faulty equipment;
17. Compliance with the NJDOT Site Supervisor instructions;
18. Damage caused to State property due to the Contractor's personnel's negligence;
19. Use of an unlicensed driver/operator; and
20. Violation of any NJDOT plowing/spreading guidelines.

NOTE: Two (2) or more documented violations of one (1) or more of any of the above referenced infractions, may result in the termination of the awarded snow section in question from the Contractor's Contract, and/or the termination of the Contractor's entire Contract.

4.20.8 PROHIBITED ACTIONS

The Contractor shall be prohibited from the following:

- E. 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 Contract;
- F. Using any State owned equipment for non-State use;
- G. Applying excess material onto the roadway as a method of spinning off unused material; and

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

5 GENERAL CONTRACT TERMS

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

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of three (3) years.

This Contract may be extended up to four (4) years, with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

5.2 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 365 calendar days beyond the expiration date of this Contract, including any extensions exercised.

5.3 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the Quick Reference Guide entitled “Vendor Profile Management – Company Information and User Access” for instructions. The Quick Reference Guide is available on the [NJSTART Vendor Support Page](#).

6 QUOTE EVALUATION AND AWARD

6.1 RECIPROCITY FOR JURISDICTIONAL BIDDER PREFERENCE

In accordance with N.J.S.A. 52:32-1.4, the State of New Jersey will invoke reciprocal action against an out-of-State Bidder whose state or locality maintains a preference practice for its in-state Bidders. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Bidder may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Using Agency within five (5) business days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Using Agency within five (5) business days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

6.2 TIE QUOTES

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

6.4 STATE'S RIGHT TO CHECK REFERENCES

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

6.5 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.5.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate Quotes received in response to this RFQ:

- A. The Bidder's demonstration in the Quote that the Bidder understands and is able to complete the requirements of the Scope of Work as sought.

6.5.2 PRICE EVALUATION

The Using Agency will utilize a weighted consumption/market basket model to evaluate pricing. The pricing model will be date-stamped and entered into the record before Quote opening.

6.6 QUOTE DISCREPANCIES

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

6.7 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to *State of New Jersey Standard Terms and Conditions Section 5.7(B)*;
- B. information contained in Vendor performance records;
- C. information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. current licensure, registration, and/or certification status and relevant history thereof; or

E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

6.8 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Using Agency will recommend to the Director of the Division of Purchase and Property for award, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.

6.9 CONTRACT AWARD

Contract awards will be made with reasonable promptness by written notice to those responsible Bidders, whose Quotes, conforming to this RFQ, are most advantageous to the State, price, and other factors considered.

7 GLOSSARY

Acceptance – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

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.

Bid or RFQ – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

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

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bidder – An entity offering a Quote in response to the RFQ.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

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 Contract between the State and the 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.

Commercial off the Shelf Software or **COTS** - Software provided by Provider that is commercially available and that can be used with little or no modification.

Customized Software - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, "Customized Software" is not permitted to be sold to the State under the scope of this Contract.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

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.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

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 Bidder to all items.

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

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.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

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.

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

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

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

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

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or passord that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

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.

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

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by

electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

Quote Opening Date - The date Quotes will be opened for evaluation and closed to further Quote submissions.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

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

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

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 six (6) 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.

Software - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

Software as a Service or SaaS - means the capability provided to a purchaser to use the Provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

State Confidential Information - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

State Contract Manager or SCM – The individual, 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 Data - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

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

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

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

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

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

Vendor – Either the Bidder or the Contractor.

Vendor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.