



New Jersey Department of Transportation

Contract Agreement for: 2011-13

Snow Plowing & Hauling Services

Instructions:

Read the entire document and attachments. Complete and sign all required forms. Interested vendors shall enter the hourly rate of pay they are requesting to provide the service for each line bid upon. Submit the entire package by either email or hard copy to:

NJDOTWinterOperations@dot.state.nj.us

or

NJDOT - Operations
Winter Contracts
1035 Parkway Ave
Trenton, NJ 08625

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION
DIVISION OF OPERATIONS

**SNOW PLOWING, HAULING SERVICES AND OTHER EQUIPMENT (FULLY OPERATED)
2 YEAR CONTRACT AGREEMENT (11-12 & 12-13 winter seasons)**

Section #: _____ # Trucks: _____ Class: _____ Rate: _____
Section #: _____ # Trucks: _____ Class: _____ Rate: _____
Section #: _____ # Trucks: _____ Class: _____ Rate: _____

see attached for additional sections

Date: _____

THIS AGREEMENT, made by and between _____ Party of the
PRINT CONTRACTOR NAME

First Part, hereinafter referred to as the **Contractor**, and the State of New Jersey, acting by and through the Commissioner of Transportation, **Party of the Second Part**, hereinafter referred to as the **State**, is for the purpose of effecting employment of the services of the Contractor on State Highways. In consideration of the mutual promise, each to the other made, it is agreed as follows:

1. The Contractor **must** complete **Form 1** "Vendor Information & Snow Removal Services Equipment Questionnaire" and/or **Form 2** "Snow Removal Services Loaders & Graders w/Operator Questionnaire" and/or **Form 3** "Affidavit for Leasing/Subletting Trucks, Spreading Equipment, Loaders & Graders" attached hereto and made a part hereof: with the required personnel ordinarily assigned to operate the equipment.
2. To perform the work within the area designated within the time specified.
3. To perform the work in accordance with the specifications attached hereto and made a part hereof, as applied to the equipment and personnel described therein and upon the terms and conditions as more fully set out in this agreement and as defined herein.
4. To not sell, transfer, assign or otherwise dispose of this agreement to any third party.
5. The Contractor **must** fully acknowledge and complete all documents contained in **Attachment A**, the "New Jersey Department of Treasury Disclosure Documents for Waivered Services" packet.

The State agrees to pay the Contractor such sums as may be due for the use and operations of the said equipment in accordance with the terms of this agreement upon presentation of an invoice in the form prescribed for presenting claims against the State of New Jersey.

THIS AGREEMENT shall be binding on the heirs, executors, administrators, successors or assigns, as the case may be of the respective parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement in the manner provided by law, the day and year aforesaid.

CONTRACTOR: _____ DATE: _____

WITNESS: _____

PRESIDENT: _____
SIGNATURE

Name: _____ Title: _____
PRINT NAME

PRINT NAME

Attest/Witnessed/Affix Seal

For the Commissioner
New Jersey Department of Transportation

DATE:

Lisa Webber
Manager, Office of Emergency Management

Jacqueline Trausi
Secretary, Department of Transportation

DATE:

Richard M. Shaw, Assistant Commissioner, Operations

DATE: _____

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Department of Transportation (NJDOT), Division of Operations. The purpose of this RFP is to solicit bid proposals for **Snow Plowing and Hauling Services, Statewide for a two (2) year period.**

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is in support of the **Snow Plowing and Hauling Services Statewide for the NJDOT** term contract, presently in place.

1.3 PRICE ALTERATION

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the NJDOT.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

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

Subcontractor – An entity having an arrangement with a State contractor, where the State 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 of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

2.2 CONTRACT SPECIFIC DEFINITIONS

Hauling Time - Hauling time is the time spent in handling and transporting materials such as snow, anti/deicing chemicals, abrasives, storm debris, etc. at the direction and authorization of the NJDOT Regional Maintenance Engineer. Hauling time applies to Class "A" trucks only.

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

Premium Time – time worked on a Saturday, Sunday and any observed Holidays as defined in Section 3.17 of the RFP.

Deployed Time – Deployed time is the period elapsing between the time when the contractor receives instructions issued from the NJDOT Regional Emergency Operations Center or a designated representative to deploy to the designated assembly location and when instructed to begin the plowing operation or to be officially dismissed. (See Section 3.22 for further explanation of deployed time payment).

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The work to be performed under this RFP consists of **plowing snow** from state highways by the contractor(s) equipment and work force when and where directed by the NJDOT Regional Maintenance Engineer or his/her designated representative for the **period of two (2) years**. (Upon an award, a snow plowing guide and plan will be provided to each vendor to be distributed to each driver). The vendor shall furnish snow plow trucks, graders, loaders, with operators and/or drivers as well as fuel, oil, ballast, repairs, insurance, supervision with transportation, as required, and all else necessary therefore and incidental thereto.

It must be fully understood that whenever the contractor receives a call-out to provide snow plowing services, the requested number of trucks and the superintendent shall be ready to begin operations at the designated assembly area within ninety (90) minutes from the call-out. When this ninety (90) minute requirement has been met, a payment of eight (8) hours of either Deployed time, Operating time or a combination thereof, based on the needs of the NJDOT, will be guaranteed to be paid per truck.

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

The NJDOT will furnish the contractor a snow plow together with necessary apparatus for attaching the snow plow to each of the contractor's trucks within thirty (30) days from award.

Equipment defined as "other equipment" in this RFP, to be provided by the contractor, shall be fully equipped to satisfactorily perform operational functions consisting of snow plowing, snow removal and/or the loading of vehicles with materials such as snow, abrasives and anti/deicing chemicals. When plowing parking lots, snow that is removed is not to be placed where it will become an obstruction to roadways,

driveways, sidewalks or pedestrian access to parking lots or sidewalks. Any costs involved in removing these obstructions from the above areas will be subtracted from any monies due the contractor.

Assessments may be imposed for both

- Not having any or the proper safety lights.
- Failure to report with the requested number of trucks.

The assessments are described in the related sections, **3.2 Safety Lights & Conspicuity Markings and 3.10 Call-Out.**

NOTE: IT IS THE INTENT OF THIS CONTRACT TO ALSO UTILIZE THE TRUCKS FOR THE **HAULING AND/OR LOADING OF DEBRIS AND OTHER MATERIALS AS NEEDED YEAR ROUND DUE TO EVENTS THAT CAUSE DAMAGE TO THE STATE HIGHWAY SYSTEM.**

3.1 TRUCK REQUIREMENTS

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

Each truck will be classified based on its indicated manufacturer's Gross Vehicle Weight (G.V.W.). The following classifications shall apply: Class "A" truck – GVW of 45,000 pounds or over
Class "B" truck – GVW of 20,000 to 44,999 pounds

The NJDOT **will not** accept the substitution of a Class "B" truck for a Class "A" truck.

All snow plow trucks shall be appropriately registered and/or licensed to perform the required work on the state highway system. Safety lights shall be required as noted in Section 3.2. All trucks fulfilling this contract will be subject to inspection at any time during a call-out and may not be permitted to operate if any of the requirements are not met.

3.2 SAFETY LIGHTS & CONSPICUITY MARKING REQUIREMENT

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

NOTE: All lights and mounting dimensions for all lights are to conform to all New Jersey and Federal Motor Vehicle Regulations and Safety Standards. Assessments may be levied for any vehicles not having the specified safety lights in place and operating.

*****SAFETY LIGHT ASSESSMENT*** – (per truck)**

1st occurrence - \$25 per hour deduction

2nd occurrence - \$50 per hour deduction

3rd occurrence – TRUCK WILL NOT BE PERMITTED TO OPERATE

3.3 DRIVER/OPERATOR REQUIREMENTS

The contractor is responsible for providing sufficient drivers/operators to work within the rules, regulations and requirements of the CDL license. Sufficient drivers/operators must be available to operate the vehicles twenty four (24) hours per day, seven (7) days per week if needed. All contractors must provide personnel who are able to speak and understand instructions given in English. A snow plowing guide will be provided to the vendor for distribution to all drivers/operators. Rotation of crews will be at the discretion of the

contractor in providing continuous operation, which will insure the safety of its drivers/operators and the motoring public.

NOTE: IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND THEIR EMPLOYEES TO ENSURE THAT NO CONTRACTOR EMPLOYEE OR PERSON PROVIDING DRIVING SERVICES TO THE CONTRACTOR VIOLATES THE “DRIVING WHILE FATIGUED” STATUTE OR ANY OTHER CDL REGULATION OR REQUIREMENT.

3.4 SUPERINTENDENT REQUIREMENTS

The superintendent shall be a contractor employee and act as an overseer of the snow plowing operations relative to the use and control of contractor equipment and shall be available for duty from the initial notification of a call-out until operations have been completed.

The Superintendent shall be responsible to assemble the requested number of trucks at the designated assembly area within ninety (90) minutes of the call-out by the NJDOT. The superintendent's responsibilities shall also include, but not be limited to, checking vehicles to determine if all are properly equipped, fully fueled, properly ballasted, expediting plow hook-ups on call-outs, refueling of trucks, assigning relief drivers, coordination of repairs, noting the condition of all NJDOT equipment assigned and any other duties essential to the performance of the work. The superintendent shall be responsible for maintaining communication with the NJDOT representative at all times.

The superintendent shall have their own vehicle equipped with safety lights beyond the normal vehicle hazard lights and equipped with an activated cellular telephone, which will permit NJDOT personnel accessibility at all times during a snow plowing call-out.

The Superintendent shall not ride in or drive any of the snow plow vehicles. The superintendent is required to call the NJDOT Supervisor or assigned Representative by telephone whenever it is deemed necessary to leave the snow plowing operations to inform them of the reason for and expected length of the absence.

It is the Superintendent's responsibility to inspect all equipment prior to being dismissed at the end of each storm event. The superintendent will insure that the DOT is notified and receives documentation of all damage incurred. The DOT will visually assess the damage(s) and arrange for the required/necessary repairs. The contractor will be held responsible for all negligent loss or damage to such equipment. See Sections 3.8, 3.24 and 3.29 of this RFP.

Payable time will start from the time of notification but not to exceed a maximum of ninety (90) minutes prior to reporting to the NJDOT's Regional Emergency Center or designated representative that all required equipment is prepared to commence snow plowing. If the Superintendent is unable to assemble at the contractor's designated assembly location within the ninety (90) minutes after notification, payment will not be made for this time. In this instance, payable time will begin when the trucks that have arrived at the designated assembly location are placed on either Operating or Deployed Time.

Payable time will end when vehicles return to the contractor assembly location after being dismissed by the responsible NJDOT's representative who determined that additional plowing services would not be required.

Payment for the superintendent will be made for the actual hours worked as defined above at the following flat hourly rates:

Unit Hourly Rate Operating Straight Time = \$45.00
Unit Hourly Rate Operating Premium Time = \$58.00

These hourly rates shall include the cost/expense of labor, vehicle, fuel, oil, ballast, repairs, communication devices, insurance and any other necessary related incidental charges.

Premium hourly rates for the superintendent's time will be payable for a call-out on Saturdays, Sundays, and observed holidays.

Hauling Time – Superintendents shall not be used when the trucks are being utilized under the pay item of Hauling Time.

3.4.1 COMMUNICATION

In order to permit contact with the NJDOT representative at all times, the Superintendent shall provide a cellular telephone number to the NJDOT representative when notified to report for a plowing assignment.

An operational condition for this award is the mandatory use of a hand-held radio during operational and billable service hours. Each contractor truck driver will be assigned a hand-held radio for both communication purposes and vehicle tracking capability. The radio shall remain on and audible at all times and remain in the vehicle during the plowing operation until dismissed by the NJDOT. The contractor will be provided instruction for use of the radio.

Any failure to maintain radio operability during operational hours (billable hours) will be deemed a breach in contract. This breach in contract will result in those service hours whereby the radio is not in use, being deducted from your invoice.

3.5 OTHER EQUIPMENT (LOADERS & GRADERS)

The NJDOT may rent graders and loaders to be used in its maintenance operations during the contract period, on an as-needed basis.

The different types and classes of graders/loaders and the flat hourly rates to be paid for the same, are as follows. These rates cover both the work performed as "straight time per hour" and "premium time per hour", per grader/loader.

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

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

Neither deployed time nor operating time will be allowed for graders and loaders which become disabled and are unable to continue operating in the performance of the required work.

Payment will be made for the actual number of hours that equipment was used as authorized by NJDOT personnel. Operating straight and premium time will be paid only for other equipment fully manned and ready for immediate operation from the contractor's designated assembly location. Payment of a call-out

minimum hour amount will not be made for any of the equipment categorized as other equipment, nor will any such equipment be considered eligible for the seasonal minimum compensation amount.

3.6 SNOW PLOWING SEASON

The normal snow season for plowing services is the period starting November 1 of the contract year to April 30 of the following year. The period from April 30 to October 31, for each year of the contract period is for administrative purposes, and is not considered part of the snow season however there may be times outside of this period that the NJDOT will request this service if winter weather exists.

3.7 HAULING AND OTHER EQUIPMENT SEASON

The contract period for hauling services and operated loaders and graders is October 1 of the contract year to September 30 of the following year for the full term of the contract.

3.8 PLOWS, ATTACHMENTS AND EQUIPMENT

The NJDOT will furnish the contractor snow plows and all necessary attachments and equipment for each truck listed on the "snow equipment questionnaire-trucks"(form 1) of this RFP prior to November 1, and may request return of the same at the end of the winter season. The contractor will be required to acknowledge receipt of the NJDOT equipment on form EQ-3 (to be provided by NJDOT) and will be responsible for any loss or damage that is sustained by thefts, or any other cause. All equipment shall be subject to inspection, retrieval, repair or maintenance at the end of each storm and at any time during this contract period.

All required snow plow apparatus shall be installed on trucks and the trucks ready to report for a snow call-out by November 1 of each year of the contract period. The apparatus shall remain installed continuously through the period extending from November 1 to April 30 of the following year, during each winter season this contract is in effect. Trucks from this contract shall not be used on any other plowing or spreading contracts.

Note: In the event of any negligence or carelessness in the use and maintenance of the provided equipment, the amount of the loss or value of the damaged equipment will be determined by the NJDOT for which the contractor will be charged the replacement cost of the equipment less appropriate depreciation. The contractor agrees to reimburse the NJDOT for that value, thereof, and the said value will be billed to the contractor or withheld from monies due.

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

3.9 READINESS

The contractor shall be responsible, after receipt of notice, for assembling the requested equipment at the contractor assembly location and be prepared to commence plowing within **ninety (90) minutes** with all necessary operating personnel, incidental materials such as ballast and required equipment.

The contractor shall be responsible for fuel, ballast, chains, repairs, insurance, safety lighting and all other items necessary for operations. In order to be eligible for the eight (8) hour guaranteed payment rate of either Deployed Time, Operating Time on a combination thereof, the contractor must report to the contractor assembly location, and be prepared to commence plowing with the requested complement of trucks, within **ninety (90) minutes** after receiving a call-out. The contractor shall receive no compensation for those hours during which the equipment fails to operate due to mechanical trouble, blade changes or absence of operator or crew. All equipment must be refueled with a minimum loss of operating time.

3.10 CALL-OUT

All call-outs will be issued from the NJDOT Regional Emergency Operations Center by telephone. No payment of charges will be allowed unless an official regional call-out is issued. Upon receipt of a call-out, the contractor will prepare trucks and/or other equipment for snow plowing/removal operations. The contractor will assemble the requested number of trucks and/or other equipment at the contractor assembly location, which is located within or not further than one (1) mile from the contracted snow section, **within ninety (90) minutes** and be prepared to commence snow plowing/removal operations. The contractor will notify the NJDOT Regional Emergency Operations Center or the designated representative immediately when the trucks and/or other equipment arrive at the designated assembly location fully prepared to commence snow plowing/removal operations. The NJDOT reserves the right to call-out one or more trucks as its needs dictate, in accordance with the terms of this contract.

Upon receiving an official call-out and meeting the ninety (90) minute readiness timeframe with the requested number of trucks, the contractor will then be eligible to receive the eight (8) hour guaranteed payment rate of either Deployed Time, Operating Time on a combination thereof, See Section 3.9 of the RFP. Trucks not reporting may subject the contractor to the following assessment.

*****ASSESSMENT*****

- A Lump Sum assessment of \$100.00 per truck for failure to report without two (2) or more (the first one will not be imposed) of the requested number of contracted trucks after a time frame of two (2) hours will be assessed to the Vendor for each call-out occurrence. *Example: Down 1 truck \$0, 2 trucks \$100, 3 trucks \$200 and so on.*

At the direction of a NJDOT Crew Supervisor or snow plowing representative assigned to the snow section, contractor trucks and/or other equipment will be required to be operated in accordance with the NJDOT standards established for plowing formations, speeds, and identified priority locations.

NOTE: Should the need arise, the NJDOT Regional Maintenance Engineer, or his/her designee, reserves the right to temporarily assign snow plow trucks and/or other equipment to another roadway or designated location within a reasonable distance. Payment for temporary reassignment of trucks and/or equipment shall be governed by the same rate of pay and guaranteed minimums that the contractor would have received on its regularly assigned snow section.

3.11 MEALS

Time for meals when taken by contractor's personnel, will be deducted from total hours worked, including the contractor's superintendent time.

3.12 CHANGING SNOW PLOW BLADES (STEEL & RUBBER)

Plow blades can be changed or adjusted (if rubber) by either the NJDOT or the contractor. The NJDOT may not have the resources available to change the contractors plow blade at all times. If the contractor changes a plow blade when required or directed by the NJDOT, a flat fee of **\$50.00** will be paid for each **steel blade change** or **rubber blade adjustment**. The contractor shall not be paid for any time that a truck is out of service having the blade changed and being paid to change it. If the NJDOT changes the blade then the contractor shall not receive the \$50.00 blade change payment. The NJDOT will provide the required blade for each model snow plow along with the necessary hardware to fasten the blade securely to the plow and perform the blade change in minimum time. The contractor shall receive a maximum deduction for a steel blade change of one (1) half hour. Rubber blades may be used as determined by the NJDOT representative. **Note:** The DOT supervisor will need to be contacted whenever a rubber blade requires either flipping or replacement and will instruct the contractor at that time as to the procedure.

3.13 ACCIDENT REPORTING

Any accident shall be reported immediately by telephone to the appropriate NJDOT Regional Emergency Operations Center listed below.

Region North Emergency Operations Center-	973-770-5001
Region Central Emergency Operations Center-	732-625-4320
Region South Emergency Operations Center-	856-486-6641

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

3.14 SNOW SECTION

A snow section encompasses a state highway, highways, or portion thereof or as otherwise described on the bid pricing sheets included in this RFP. If new lane miles are added or if a section of roadway adjacent to a contracted snow section is not covered by contracted forces, snow sections may be expanded during the snow season at the request of NJDOT if the contractor for that section agrees to provide additional equipment at his current contracted price.

3.15 HOURLY PAY RATES PER TRUCK

This will be the hourly bid price for **straight time** per truck for each snow section. This payment includes the cost of all work performed on any calendar day, exclusive of Saturdays, Sundays, and observed holidays. The hourly rate includes the cost of labor, drivers and/or operators, materials, equipment, transportation, fuel, oil, repairs, ballast, tire chains, safety lights, maintenance, insurance and all else necessary therefore and incidental thereto except for the superintendent, attach/detach of preliminary apparatus and snow plows, changing snow plow blades, and plow hook-up as specified per Sections 3.12 and 3.24 of this RFP.

Premium time will be a flat hourly rate of **thirteen (\$13) dollars per hour**, per truck, added to the bidder's hourly bid price for straight time per truck, for each snow section. This payment will be the total amount paid in full for the work performed on Saturdays, Sundays, and observed holidays. (See Section 3.17) The hourly rate includes labor, drivers and /or operators, materials, equipment, transportation, fuel, oil, repairs, ballast, tire chains, safety lights, maintenance, insurance, and all else necessary therefore and incidental thereto except for the superintendent, attach/detach of preliminary snow plow apparatus, changing snow plow blades, as specified per Sections 3.12 and 3.24 of the RFP.

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

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

Under this example the contractor would be paid \$63 (sixty-three dollars) per operating hour which includes premium time additive per truck. Premium time shall be paid for work performed on Saturday, Sundays, and observed holidays.

3.16 HOURLY PAY RATES FOR LOADERS & GRADERS

The hourly rate to be paid as **straight time** for the rental of loaders and graders, if used, for work to be performed on any calendar days, exclusive of Saturdays, Sundays, and observed holidays, has already been determined as per section 3.5 of this RFP.

The hourly rate to be paid as **premium time** for the rental of loaders and graders, if used, for the work performed on Saturdays, Sundays, and observed holidays, has already been determined as per section 3.5 of this RFP.

3.17 HOLIDAYS

AUTHORIZED STATE HOLIDAYS TO BE OBSERVED ARE AS FOLLOWS:

THANKSGIVING DAY (4th THURSDAY IN NOVEMBER)

CHRISTMAS DAY (DECEMBER 25)

NEW YEARS DAY (JANUARY 1)

NOTE: In the event any of the above holidays fall on a Sunday, it will be celebrated on the following Monday, and if the holiday falls on a Saturday, it will be celebrated on the preceding Friday.

3.18 CONTRACTOR ASSEMBLY LOCATION

A contractor assembly location will be designated by the NJDOT Regional Maintenance Engineer within the contracted snow section or not further than one (1) mile from the contractor's snow section. This location will be determined prior to furnishing and attaching the snow plows provided by the NJDOT. All operating and deployed time will begin at these agreed upon contractor assembly locations.

Upon receiving a call-out from the NJDOT Regional Maintenance Engineer or his designee, the contractor must report to the designated contractor assembly location prepared for plowing within ninety (90) minutes with all requested operating personnel and equipment. Upon arrival at the assembly location, the contractor must notify the Regional Emergency Operations Center or designated person in charge. The contractor will not receive any compensation during periods which the truck fails to operate due to mechanical failure or the absence of a driver/operator. The contractor shall be responsible for fuel, tire chains, safety lights, repairs, insurance and all other items necessary for operation of the plow.

All equipment shall be operated in accordance with state laws and regulations.

3.19 LEASING/SUBLETTING

The contractor may lease/sublet equipment and/or personnel from a third party; however, the responsibility for this contract rests with the contractor. Should the contractor lease/sublet, a signed and notarized "**Affidavit for Leasing/Subletting, Trucks, Graders and Loaders**" (Form 3) is required and is to be attached to its bid proposal.

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

3.20 SCOPE OF PAYMENT

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

3.21 PAYMENT FOR OPERATING HOUR

Payment will be made for the actual number of hours that trucks and/or other equipment are used as authorized at the unit hourly rates bid in the RFP and as provided herein.

Payable operating time will begin when the contractor, after receiving a call-out from the NJDOT's Regional Emergency Operations Center or designated representative to assemble at the designated contractor assembly location, reports back to the NJDOT's Regional Emergency Operations Center or designated person that the requested number of trucks and/or other equipment are assembled and prepared to commence snow plowing operations on the assigned snow section, and subsequently receives direction to commence plowing. The established operating hourly rates shall include one driver and/or operator for each truck, grader and/or loader, and all associated necessary operating expenses.

A minimum of eight (8) hours of either operating time, hauling time or deployed time, or a combination thereof, will apply when the contractor is issued a call-out and reports ready for work within ninety (90) minutes from the initial call-out from the NJDOT with the requested number of trucks. If the contractor has not met the ninety (90) minute call-out requirement and has not reported with the requested number of trucks, then payment will be made only for the actual hours worked.

Whenever the contractor is called-out to provide trucks to haul exclusively, there will be no minimum hours and payment will be made only for the actual hours worked and a Superintendent is not needed.

Neither deployed or operating time will be allowed for trucks, graders and/or loaders which become disabled and are unable to continue snow plowing/removal during a call-out event.

3.22 PAYMENT FOR DEPLOYED TIME HOUR

Deployed time shall be defined as the period elapsing between the time the contractor has been instructed by the NJDOT's Regional Emergency Center to stand-by after all trucks and/or other equipment are assembled at the contractor's designated assembly location, prepared to commence snow plowing operations and the actual time the contractor is directed to commence snow plowing operations. A guaranteed of eight (8) hours of either operating, hour time or deployed time, or a combination thereof, will apply when the contractor is issued a call-out and reports ready for work at the contractor's designated assembly location within ninety (90) minutes as described in this RFP. Deployed time will be paid only when trucks and other equipment are fully manned and ready for immediate operation.

All hourly rates shall include the cost of furnishing the specified snow plow trucks, other equipment, drivers and/or operators, labor, materials, fuel, oil, ballast, repairs, maintenance, transportation and all other costs and expenses necessary therefore and incidental thereto. It should be noted that the NJ Prevailing Wage Act & Regulations do not apply to this service contract per N.J.S.A. 34:11-56.26(5).

Payment for deployed hours will be made for the actual number of hours the contractor is placed on deployed status as determined above at the following flat hourly rates:

Contractor Plowing Trucks

Unit Hourly Rate Deployed Straight Time = \$70.00

Unit Hourly Rate Deployed Premium Time = \$83.00

Contractor's Other Equipment (Graders and Loaders)

Unit Hourly Rate Deployed Straight Time = \$45.00

Unit Hourly Rate Deployed Premium Time = \$58.00

Premium hourly rates for deployed time will be payable for a call-out on Saturdays, Sundays and observed holidays. (See Section 3.17 of this RFP.)

3.23 PAYMENT FOR HAULING TIME

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

Class "A" trucks only

Unit Hourly Rate Hauling Straight Time = \$90.00

Unit Hourly Rate Hauling Premium Time = \$103.00

Premium hourly rates for hauling time will be payable for work performed during a call-out on Saturdays, Sundays and observed holidays.

Superintendents shall not be paid when the contracted trucks are being utilized for hauling.

3.24 PAYMENT FOR RETURNED EQUIPMENT

The NJDOT will provide necessary attachment/hook-up apparatus for each truck with the contractor responsible for the installation. This apparatus will consist of a bumper and axle mounting bracket, and an electrical pump to be installed inside the cab. All trucks shall be ready for service by November 1 each winter season this contract is in effect.

All snow plows, push frames and related apparatus will be subject to inspection, retrieval, maintenance or replacement at any time during this contract period by NJDOT forces.

At the conclusion of the three (3) year contract term, the contractor will be paid a flat payment of **\$400.00** for each truck disconnected. All equipment must be returned before payment is made. If the equipment is not returned or returned in an inoperable condition, the contractor will not be paid the remittance. If the contract is dissolved by either party the payment for returned equipment shall be prorated for the time in effect. Invoices for the final returned equipment remittance must be submitted by June 1st of the final contract term year. If the contract is cancelled by either party after entering into this agreement, the payment for returned equipment shall be as follows: Two (2) years \$300, One (1) year \$150

3.25 SEASONAL MINIMUM COMPENSATION AMOUNT

The contractor is guaranteed to receive a specified seasonal minimum compensation amount per truck per each snow section provided the contractor performs in accordance with all the provisions of this contract throughout the entire snow season. The minimum compensation amount established per truck, per each snow section for each year of the contract, will be computed by multiplying the stipulated required number of trucks on each snow section by a flat fee of **\$1500** per truck.

Example

A. Snow section stipulates four (4) trucks required:

4 Trucks x \$1500 = \$6,000 Seasonal Minimum Compensation Amount

B. Snow section stipulates six (6) trucks required:

6 Trucks x \$1500 = \$9,000 Seasonal Minimum Compensation Amount.

At the end of each year the snow season, the sum of all monies paid to the contractor for operating, stand-by and hauling hours for each of the trucks under contract for a snow section will be combined. The total monies paid will then be deducted from the specified seasonal minimum compensation amount and any balance due will be paid accordingly. If the total monies paid to the contractor exceeds the specified seasonal minimum compensation amount for that snow section, additional monies will not be paid.

Any contractor who is issued a call-out and does not respond in accordance with procedures described herein will not be eligible for the seasonal minimum compensation amount. Eligible yearly seasonal minimum compensation amounts due or portions thereof shall be determined at the end of the snow season and the amount submitted to the NJDOT after April 30 but before June 1, for payment. Contractors who enter into an agreement with the NJDOT after December 31st, shall be guaranteed a specified seasonal minimum as follows:

PRIOR TO DECEMBER 31	\$1500
JANUARY 1 – 31	\$1250
FEBRUARY 1 – 28	\$1000
MARCH 1 – 31	\$ 750
APRIL 1 – 30	\$ 0

3.26 SUPPLEMENTING EQUIPMENT

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

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

3.27 SEPARATE STATE PAYMENT VOUCHERS

A contractor operating on two or more snow sections will render a State Payment Voucher for each snow section and for each call-out separately.

3.28 PAYMENT PROCEDURE

Payment for services are based on the proper completion and verification of a payment voucher provided by the NJDOT after each call-out event. No faxed copies are allowed.

Invoices are to be mailed by the contractor to:

**ACCOUNTS PAYABLE SECTION
BUREAU OF ACCOUNTING
NEW JERSEY DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVE
TRENTON, NEW JERSEY 08625**

Payment Vouchers can be found online @ <http://www.state.nj.us/transportation/business/vendorhelp>

3.29 RESPONSIBILITY FOR WORK & EQUIPMENT

The contractor shall not sell, transfer, assign or otherwise subcontract the performance of the work under this contract to any third party.

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

During the period the contractor has custody of equipment owned by the NJDOT, the contractor shall be responsible for any negligent loss or damage to such equipment. The contractor will also be held responsible for any negligent damage to state facilities including guide rails, bridge railings, signs, delineators and all other construction, caused while performing snow plowing/removal operations.

3.30 PROOF OF INSURANCE

The following section supplements Section 2.3 of the States Standard Terms and conditions within 30 days of the award, the contractor shall furnish certificates of insurance, together with declaration pages in a form satisfactory to the purchase bureau showing compliance with this subsection. Failure to do so may result in cancellation of the contract.

The following Section Supplements 2.3 of the States Standard Terms and Conditions. Certificates shall be mailed to the addresses given below.

**SNOW PLOWING CONTRACT MANAGER
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF OPERATIONS
1035 PARKWAY AVENUE
TRENTON, NEW JERSEY 08625**

The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the NJDOT with current certificates of insurance for all coverages and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after providing thirty (30) days written notice to the individuals at the addresses given above.

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

The insurance to be provided by the contractor shall be as follows:

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

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

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

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

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

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

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

CERTIFICATES OF INSURANCE MUST INCLUDE THE FOLLOWING PROVISIONS:

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

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

3.31 CAUSES FOR TERMINATION OF SNOW PLOWING CONTRACT

The satisfactory performance mandated for this contract is directly related to the safety of all roadway users. Should the contractor's performance during the contract be deemed unsatisfactory by the NJDOT Regional Maintenance Engineer for reasons which may include late response for call-outs, unavailability of a full complement of trucks and drivers, poor plowing practices, or failure to respond to directions applicable to the plowing operation by the designated NJDOT Regional Representative, the contract will be terminated by the Director.

The Director may also cancel the contract based upon the contractor's failure to provide a valid insurance certificate; cancellation of insurance; failure to renew insurance; failure to report ready, willing and able to plow snow, on the snow section(s) awarded within the ninety (90) minute call-out period; unsafe plowing practices; improper plowing practices; failure to follow the instructions of the NJDOT Regional Maintenance Engineer or his representative; failure to report with a full complement of trucks; failure to equip trucks with required safety equipment (Section 3.2 of RFP) or actions constituting a danger to the public, private property, public employees or public property.

3.32 CONTRACTOR INDEMNIFICATION OBLIGATION

The following section supplements Section 2.2 of the States Standard Terms and Conditions.

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

3.33 CONTRACTOR DAMAGE CLAIMS

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

3.34 CANCELLATION

The contractor may request cancellation of the contract by submitting a written detailed justification for the cancellation thirty (30) days in advance of the cancellation to:

Attn: Winter Contracts Manager

**DIVISION OF OPERATIONS
NEW JERSEY DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
TRENTON, NEW JERSEY 08625-0606**

However, the NJDOT reserves the right to either accept or reject vendor request to cancel any one (1) specific snow section if two (2) or more snow sections were awarded as part of the original contract. The final decision would permit the State to cancel the entire awarded contract.

The NJDOT Regional Maintenance Engineer or his/her representative may suspend the operations of a contractor for any of the reasons given for cancellation above until such time as the contractor has satisfied the NJDOT Regional Maintenance Engineer that it has fully complied correcting the deficiencies leading to the suspension or until the Department of Treasury has ruled on the issue of cancellation. Due to the immediate nature of snow plowing/removal and the serious public safety issues involved, the NJDOT Regional Maintenance Engineer may obtain these services from any available source and the contractor will be responsible for any additional costs caused by the need to replace them.

If this clause is exercised, the seasonal minimum compensation amount as specified may not be paid and will not be considered applicable to this contract.

The NJDOT may cancel this contract at any time for any reason giving the vendor 30 days notice of cancellation.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

4.2 BID PROPOSAL CONTENT

4.2.1 FORMS/PROOF OF REGISTRATION REQUIRED WITH BID PROPOSAL

4.2.2 SIGNATORY PAGE

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

4.2.3 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

4.2.4 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

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

4.2.5 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE BY THE BIDDER TO SUBMIT A COPY OF ITS BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.2.6 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.2.7 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract.

4.2.8 SUBMITTALS

- 1. THE BIDDER MUST FURNISH ALL INFORMATION REQUIRED BY COMPLETING THE ATTACHED FORMS FOR ONE OR MORE SNOW SECTIONS BID AND OFFERING OPTIONAL GRADERS & LOADERS. FAILURE TO PROVIDE ALL REQUIRED INFORMATION MAY RESULT IN THE REJECTION OF ITS BID PROPOSAL:**

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

"FORM 2" *Snow Removal Questionnaire - Vendor Information Form for Rental of Graders /Loader with Operator* [\(Section 4.4.7 of this RFP\).](#)

"FORM 3" *Affidavit for Leasing/ Subletting - Trucks, Graders and Loaders*
[\(Section 4.4.7 of this RFP\).](#)

- 3. ALL FORMS LISTED ABOVE MUST BE DOWNLOADED FROM THE STATE WEBSITE ALONG WITH THE RFP AND OTHER SPECIAL FORMS AS SPECIFIED IN SECTION 4.4.7 OF THIS RFP.**

4.2.9 FINANCIAL CAPABILITY OF THE BIDDER

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

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

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.2.10 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request. Each bidder is required to hold its prices firm through issuance of contract.

4.2.11 METHOD OF BIDDING/PRICE SHEET INSTRUCTION

IMPORTANT NOTE: The State requires the bidder to submit firm prices for the entire three (3) year period of this contract. No price escalation clauses or CPI increases will be permitted under the terms of this contract. Any bid proposals submitted with stipulated price increases will be rejected. No exceptions.

The state also reserves the right to reject bid proposals if it considers the cost too high.

A. SUBMISSION OF BID PROPOSALS

The pricing pages in the RFP indicate the minimum number and G.V.W./Class of truck needed for each snow section within each region. The bidder may submit a bid proposal for one or more snow sections in one or more regions or multiple snow sections within a region, but must be able to provide the total number of trucks equal to the required amount for all snow section(s) bid. The number of trucks required for each snow section is on the attached bid pricing pages. A copy of the current registration for each truck shall be submitted with each bid. The NJDOT will accept the substitution of a Class "A" truck for a Class "B" truck but will not accept the substitution of a Class "B" truck for a Class "A" truck for any snow section bid that requires both Class "A" and Class "B" trucks.

Bidders must submit a separate hourly rate bid for Class "A" and Class "B" trucks if the snow section requires both classes of trucks as specified on the bid pricing pages of this RFP. Failure to do so will result in the rejection of its bid proposal for that snow section only.

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

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

**"FORM 2" Snow Removal Questionnaire - Vendor Information Form
for Rental of Graders /Loaders w/ Operator**

"FORM 3" Affidavit for Leasing/ Subletting - Trucks, Graders and Loaders

- B. **FORM 1:** This form should be submitted by the bidder who is offering snow plowing services for any snow section(s) listed in this RFP. The bidder must list the make, year, model, license plate number(s), the G.V.W. rating for each truck he owns or will lease from another party, for each section bid. The number of trucks owned/leased by the bidder should equal the minimum number of trucks the state has listed for each snow section in this RFP. Failure to do so will result in the rejection of its bid proposal for that snow section only.
- C. **FORM 2:** This form should be submitted by the bidder who either owns or will lease from another party, the types and classes of graders or loaders listed on Form 2 that may be rented by the NJDOT to supplement their winter operations. The bidder must provide the make, year, model, license plate number for each grader or loader the bidder owns/leases on this form.
- D. **FORM 3:** This form is required for each truck, grader or loader that the bidder does not own but will lease/sublet from another party, as identified by the bidder on either Form 1 or Form 2. Information of the person(s) from whom the bidder intends to lease the equipment must be provided on Form 3 and the form must be notarized for state acceptability.
- E. **FORM 3 - TRUCKS:** This form should be submitted for each truck listed on Form 1, as **LEASED** equipment to be used by the bidder for each snow section bid.
- F. **FORM 3 - GRADERS/LOADER:** This form should also be submitted by the bidder for each grader/loader listed on Form 2, as **LEASED** equipment to be used by the bidder for rental by the NJDOT.

IMPORTANT NOTE: Bidder(s) should photocopy the attached forms, if additional space is needed to list all required information of the equipment offered on all three (3) forms.

These forms should be submitted by the bidder with its bid proposal. If not received with the bid proposal, the bidder must submit these forms within five (5) days from either verbal or written request by the state. Failure to submit the forms within this time frame will result in rejection of its bid proposal.

The bidder is also required to submit a copy of the current DMV registration for each truck listed on either Form 1 or Form 3, with its bid proposal. In case DMV registration submitted does not comply with the Gross Vehicle Weight (GVW) listed for each truck on either Form 1 or Form 3, the bidder must submit proper DMV registration within five (5) days of either verbal or written notification by the State. Failure to submit the same within this timeframe will result in the rejection of its bid proposal for ONLY that snow section under which the truck(s) were listed on either Form 1 or Form 3.

G. CAUSES FOR REJECTION OF BID PROPOSAL

The state may reject any or all bids not in accordance with the RFP specification or irregular in other respects, if the hourly rates bid are deemed to be excessive, or if it is deemed advisable to do so in the best interest of the state. The NJDOT reserves the right to inspect the bidder's equipment to ascertain that it is in satisfactory working condition prior to award of contract and anytime during the three (3) year contract period. The Director may reject a bid proposal or rescind a contract if equipment is found to be unsatisfactory.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director

5.2 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.3 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.4 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

During the performance of this contract, the contractor agrees as follows:

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

d) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.5 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.6 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

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 must provide detailed justification documenting the necessity for the substitution or addition.

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

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

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. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

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

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

6.2 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.2.1 Price

6.2.2 Experience of the bidder

6.2.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.3 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

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

Bidders may not attend the oral presentations of their competitors.

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

6.3.1 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in 6.5 below, the Director reserves the right to negotiate price reductions with the selected vendor.

6.4 BID DISCREPANCIES

In evaluating bids:

- 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 corrected sum of the column of figures.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

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

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

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51. Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.2 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Reportable Contributions -- contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's spouse or civil union partner and any child residing with that person.¹

c) Officer -- a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

d) Partner -- one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

7.1.3 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.4 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

c) Further, the 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. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.5 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.6 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.7 AFFIRMATIVE ACTION

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

7.2 FINAL CONTRACT AWARD

Line item awards shall be made with reasonable promptness by written notice to those responsible bidder(s), whose bid proposal(s), conforming to this RFP, are most advantageous to the state, price, and other factors considered. Any or all bid proposals may be rejected when the state treasurer or the director determines that it is in the public interest to do so.

7.3 PERFORMANCE BOND

Not Applicable to this Procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

ATTACHMENTS

- FORM 1 – Vendor Information & Snow Plowing Services Equipment Questionnaire
- FORM 2 – Vendor Loader & Grader Information
- FORM 3 – Leasing/Subletting Affidavit
- ATTACHMENT “A” – Waiver Services Package
- AVAILABLE SECTIONS.