



Request for Proposal 08-X-39688

For: SNOW PLOWING & HAULING SERVICES STATEWIDE FOR DOT

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	09/06/07	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	09/20/07	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

<p>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

State of New Jersey
Department of Transportation

Date: 11/01/07

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Department of Transportation (NJDOT), Bureau of Maintenance Engineering & Operations. The purpose of this RFP is to solicit bid proposals for Snow Plowing and Hauling Services, Statewide.

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. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 05 09 06 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 a reprocurement of the **Snow Plowing and Hauling Services Statewide for the NJDOT** term contract, presently due to expire on **October 31, 2007**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0777 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230

Directions to the Purchase Bureau can be found at the following web address:
<http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

To submit an RFP or contract related question, go to the Current Bidding Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 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.

1.4.6 BID ERRORS

In accordance with N.J.A.C. 17:12-1.22, "Bid Errors," a bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

All bid withdrawal requests must include the bid identification number and the final bid opening date and sent to the following address:

Department of the Treasury
Purchase Bureau, PO Box 230
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0230
Attention: Supervisor, Business Unit

If during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director may seek clarification from the bidder to ascertain the true intent of the bid.

1.4.7 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

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.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Director, Division of Purchase and Property or his/her designee.

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.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

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

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] Using Agency[ies], as identified herein.

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

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

State - State of New Jersey

Using Agency[ies]- The entity[ies] for which the Division has issued this RFP.

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 designated representative. (Upon an award, a snow plowing guide will be provided to each contractor for distribution to each driver/operator). Included is the furnishing by the vendor of snow plow trucks, graders, loaders, with operators and/or drivers thereof, including 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.

The 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.

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.

IT IS THE INTENT OF THIS RFP TO ALSO OBTAIN PRICES 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 EQUIPMENT 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.

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 3.7 of the RFP. All trucks fulfilling this contract will be subject to inspection at any time during a call-out and will not be permitted to operate if any of the requirements are not met.

3.2 TRUCK CLASSIFICATION

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 - 45,000 pounds or over
- Class "B" truck - 20,000 to 44,999 pounds

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

3.3 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.

Description of equipment	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	\$75.00	\$88.00
Class F: Front End Loader-2 1/4 To 2 3/4 Cy	\$90.00	\$103.00
Class G: Front End Loader-3 To 3 3/4 Cy	\$106.00	\$119.00
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 stand-by nor operational time will be permitted for graders and loaders which become disabled and are unable to continue operating in the performance of the required work.

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.

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.

The State intends to award contracts to vendors who only offer loaders & Graders, and will accept payment for same at the terms and prices as outlined in Section 3.3 of the RFP.

IMPORTANT NOTE:

The operating hourly rates specified above will not apply to snow section number 5314265 - "NJDOT parking areas". (Price line item #00269) Rates for this section will be paid at the hourly rates bid as submitted in the bid proposal.

3.4 SNOW 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.

3.4.1 HAULING AND LOADING 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.

3.5 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.

3.6 OTHER EQUIPMENT

Other equipment shall be any equipment except for snow plow/hauling trucks used for NJDOT Maintenance Operations.

3.7 SAFETY LIGHTS

All vehicles 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.

No vehicles will be permitted to operate without the specified safety lights in place and fully operational.

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

3.8 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, and failure to respond to directions applicable to the plowing operation by the designated NJDOT Regional Representative, the contract will be terminated by the state.

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; or actions constituting a danger to the public, private property, public employees or public property.

3.9 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, original to the Purchase Bureau with a copy to the NJDOT:

**BID REF: 08-X-39688
ATTN: MR. AL KARAMALI
NEW JERSEY DEPARTMENT OF TREASURY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

WITH A COPY TO:

***SNOW PLOWING CONTRACT
MANAGER, BUREAU OF MAINTENANCE ENGINEERING & OPERATIONS
NEW JERSEY DEPARTMENT OF TRANSPORTATION
1035 PARKWAY AVENUE
P.O. BOX 606
TRENTON, NEW JERSEY 08625-0606***

The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide Purchase Bureau buyer and 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 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.

3.9.1 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.

3.9.2 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.

3.10 DRIVERS/OPERATORS

The contractor is responsible for providing sufficient drivers/operators to work within the rules, regulations and requirements of the Commercial Drivers License (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. The contractor must provide personnel who are able to speak and understand instructions given in English. A snow plowing guide will be provided to the contractor 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 of the motoring public.

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” STATUTES.

3.11 UNIT HOURLY RATE PER VEHICLE FOR STRAIGHT OPERATING HOUR

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 [3.34](#), [3.35](#) and [3.36](#) of this RFP.

3.12 UNIT HOURLY RATE PER VEHICLE FOR PREMIUM OPERATING HOUR

This 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. 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 3.34, 3.35 and 3.36 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 payed in full for work performed on Saturday, Sundays, and observed holidays.

3.13 HOURLY RATE FOR STRAIGHT-TIME 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 3.3 of this RFP.

3.14 HOURLY RATE FOR PREMIUM TIME FOR LOADERS & GRADERS

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 3.3 of this RFP.

3.15 HOLIDAYS.

Authorized state holidays to be observed are as follows:

Columbus Day	(Monday observed)
Election Day	(1st Tuesday in November)
Veterans' day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Christmas day	(December 25)
New Year's Day	(January 1)
Martin Luther king, Jr. Day	(3rd Monday in January)
Lincoln's birthday	(February 12th)
Washington's Birthday	(3rd Monday in February)
Good Friday	(Friday preceding Easter Sunday)

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.

3.16 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 stand-by time will begin at these agreed upon contractor assembly location.

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 necessary 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.

3.17 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 stand-by, hauling or dismissed.

3.18 REPORTING TIME

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

3.19 STAND-BY TIME

Stand-by 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 stand-by at the designated assembly location and when instructed to begin the plowing operation or to be officially dismissed. (See Section 3.33 for further explanation of stand-by time payment).

3.20 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.

3.21 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.

3.22 READINESS

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 minimum rate, 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 or absence of operator or crews.

Payment may be withheld or seasonal minimums may be eliminated for any vehicles not deemed ready.

3.23 REFUELING

All equipment must be refueled with a minimum loss of operating time.

3.24 MEALS

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

3.25 AVAILABILITY

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 and equipment.

3.26 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- 732-308-4085

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.

3.27 CALL-OUT

All call-outs will be issued from the NJDOT Regional Emergency Operations Center by telephone. No payment of charges will be permitted 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, as its needs dictate, one or more trucks in accordance with the terms of this contract.

Upon receiving an official call-out and meeting the ninety (90) minute readiness timeframe, the contractor will receive the eight (8) hour minimum payment. See Section 3.32 and 3.33 of this RFP.

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.

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.

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.

3.28 SNOW PLOW APPARATUS

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 spreading contracts or plowing or spreading waiver agreements for the NJDOT.

3.29 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 pick up 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.

Note: In the event of any negligence or carelessness in the use and maintenance of the said 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 State will make efforts to resolve such issues amicably as they arise.

3.30 UNAUTHORIZED USE OF NJDOT EQUIPMENT

The contractor will 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 as determined in Section 3.37 of this RFP. It will further result in 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.

3.31 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.

3.32 PAYMENT FOR OPERATING HOUR.

Payment will be made for the actual number of hours that trucks and/or other equipment were 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 stand-by 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. If the contractor has not met the ninety (90) minute call-out requirement, 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.

Neither stand-by 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.

3.33 STAND-BY TIME/PAYMENTS

Stand-by time is defined as the period elapsing between the time the contractor has been instructed by the NJDOT's Regional Emergency Center or a designated representative 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 or to be officially dismissed. A minimum of eight (8) hours of either operating, hour time or stand-by 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. Stand-by 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 stand-by hours will be made for the actual number of hours the contractor is placed on stand-by status as determined above at the following flat hourly rates:

CONTRACTOR'S PLOWING TRUCKS

Unit Hourly Rate Stand-By Straight Time = \$60.00
Unit Hourly Rate Stand-By Premium Time = \$73.00

CONTRACTOR'S OTHER EQUIPMENT (GRADERS AND LOADERS)

Unit Hourly Rate Stand-By Straight Time = \$41.00
Unit Hourly Rate Stand-By Premium Time = \$54.00

Premium hourly rates for stand-by time will be payable for a call-out on Saturdays, Sundays and observed holidays.

HAULING TIME CHARGES

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

Class "A" trucks only

Unit Hourly Rate Hauling Straight Time = \$83.00

Unit Hourly Rate Hauling Premium Time = \$96.00

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

3.34 SUPERINTENDENT

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's responsibilities shall 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 and any other duties essential to the performance of the work. The superintendent shall be responsible for maintaining available communication with the NJDOT representative at all times.

The superintendent's own vehicle will be equipped with safety lights beyond the normal vehicle hazard lights and equipped with a two-way radio and 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 any of the snow plow vehicles. The superintendent is required to call the NJDOT's Regional Emergency Operations Center 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.

In addition, the contractor is responsible to insure that the superintendent provides the NJDOT's snow plowing representative with a "hands-free" cellular telephone to use whenever the contractor's trucks report to the contractor assembly location. The cellular telephone must permit communication between the snow plowing representative in a vehicle and the superintendent in his own vehicle equipped with a hands-free cellular telephone. This will be provided to the NJDOT at no additional cost.

The NJ DOT snow plowing representative will return the cellular telephone to the superintendent when the contractor snow plowing operation services are no longer required and the trucks are officially dismissed.

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 3.29, 3.36 and 3.41 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 snow plowing operations actually commence.

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 = \$37.00
Unit Hourly Rate Operating Premium Time = \$50.00

These hourly rates shall include the cost/expense of labor, vehicle, fuel, oil, 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.

3.35 RETURNED EQUIPMENT REMITTANCE

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 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, the contractor will not be paid the remittance. Invoices for the final returned equipment remittance must be submitted by June 1st of the final contract term year.

3.36 CHANGING SNOW PLOW BLADES

Plow blades can be changed by the NJDOT or the contractor. 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 blade change. 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.

3.37 SEASONAL MINIMUM COMPENSATION AMOUNT

The contractor is guaranteed to receive a specified seasonal minimum compensation amount per truck per each snow section providing 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 will be computed by multiplying the stipulated required number of trucks on each snow section by a flat fee of \$1500 per truck.

▪ **EXAMPLES**

- 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 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 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.

3.38 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.

3.39 SEPARATE COSTS

A contractor operating on two or more snow sections will render an invoice for each snow section and for each call-out separately.

3.40 PAYMENT PROCEDURE

Payment for services will be based on the proper completion and verification of an invoice provided by the NJDOT after each call-out event.

Invoices are to be mailed by the contractor to:

**ACCOUNTS PAYABLE SECTION
BUREAU OF ACCOUNTING
NEW JERSEY DEPARTMENT OF TRANSPORTATION
P.O. BOX 604
TRENTON, NEW JERSEY 08625**

3.41 RESPONSIBILITY FOR WORK

The contractor shall not sell, transfer, assign or otherwise subcontract the performance of the work under the 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.

3.42 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:

**AL KARAMALI
NEW JERSEY DEPARTMENT OF TREASURY
PURCHASE BUREAU, P.O. BOX 230
TRENTON, N.J. 08625-0230**

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.

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.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

4.4.1 SECTION 1 - FORMS

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. 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.

4.4.1.2 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.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

4.4.1.3 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 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S 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.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 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. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

4.4.4 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).

2. **A COPY OF THE CURRENT REGISTRATION FOR EACH TRUCK SHALL BE SUBMITTED WITH EACH BID.**
3. **ALL FORMS LISTED ABOVE MUST BE DOWNLOADED FROM THE STATE WEBSITE ALONG WITH THE RFP AND OTHER SPECIAL FORMS AS SPECIFIED IN SECTION 4.4.3 OF THIS RFP.**

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

4.4.5 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.

4.4.6 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.

4.4.7 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 bid price submitted by the vendor for the hourly straight time, per truck, to be excessive. This cost determination will be determined by the State as final and cannot be challenged or protested.

A. SUBMISSION OF BID PROPOSALS

The pricing pages in the RFP indicate the minimum number and G.V.W. 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 trucks equal to the required amount for all snow section(s) bid. The minimum number of trucks required for each snow section is as per listing on the attached bid pricing pages. A copy of the current registration for each truck shall be submitted with each bid. The State 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), copy of vehicle registration, 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 may 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.

D (A) 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.

D (B) 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 along with the current vehicle registration 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 timeframe will result in rejection of its bid proposal.

E. 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 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39688.shtml>. 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.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the Director.

5.5 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.

5.6 ITEMS ORDERED AND DELIVERED

The **Using Agency is** authorized to order and **the contractor is** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.8 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.

6.0 PROPOSAL EVALUATION

6.1 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:

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 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.

The bidder may be required to give an oral presentation to the State concerning its bid proposal. The State may also require the bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with the bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by 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 Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 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.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

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, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

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

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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 of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

7.1.1.2 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 or 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.

7.1.1.3 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 to any State or county political party 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 the Legislation 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.htm#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.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 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.

7.1.1.5 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.

7.2 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.

Award for price line item # 00269 will be made as follows:

The total bid hourly rate used for Snow Section 5314265 will be the sum of the hourly rates for the entire complement of equipment specified. The total complement of equipment specified is expected to be provided by a single bidder.

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.

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Applicable to all advertised DPP Procurements unless otherwise indicated

STANDARD TERMS AND CONDITIONS:

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** –Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lss/lspubcon.html>.

- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.

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- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY
Purchase Bureau – Bid Ref. #

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

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits 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 Employers Liability Insurance with limits not less than:
\$1,000,000 BODILY INJURY, EACH OCCURRENCE

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\$1,000,000 DISEASE EACH EMPLOYEE
\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit

State of New Jersey

Standard Terms and Conditions

Applicable to all advertised DPP Procurements unless otherwise indicated

performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire

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departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

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- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 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.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

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3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

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4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

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6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

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8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

August 30, 2007

To: All Interested Bidders

Re: RFP #: 08-X-39688
Snow Plowing & Hauling Services, Statewide for DOT

Bid Due Date: **September 20, 2007**

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

PART 1

Snow Plowing & Hauling Services, Statewide for DOT

Bid Number 08-X-39688

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.		N/A	Where would I find information about a bid for salt spreading?	Information on current bidding opportunities can be found at the following link: http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml General information on doing business with the State can be found at: http://www.state.nj.us/treasury/purchase/doingbusiness.shtml
2.		Price Pages	When you submit your bid, do you have to submit all the price list pages or only the pages that you are actually bidding on?	A bidder may submit only the price line pages for the price lines it is bidding. The bidder is still required to submit all additional forms required by the RFP and to comply with all other terms, conditions and specifications of the RFP.
3.		N/A	Will a bid, performance and/or payment bond be required? If so, how do we calculate the amount to be bonded?	No bid, performance or payment bonds are required by this RFP.

PART 2

Snow Plowing & Hauling Services, Statewide for DOT

Bid Number 08-X-39688

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section	Additions, Deletions, Clarifications and Modifications
1.	26, 27	4.4.4, 4.4.7	<p>The pages and sections listed have a mandatory requirement for the bidder to submit copies of current vehicle registrations for all vehicles which are a part of its bid proposal. As a clarification, wherever such mandatory language occurs it is modified as follows:</p> <p>The State would prefer the bidder submit copies of current vehicle registrations for vehicles included in the bidder's bid proposal with the bid; however, if the bidder does not submit the registration copies with its bid proposal, it must do so within five days of verbal or written notification by the State. A bidder who fails to provide current registration copies for vehicles included in any of the price lines will have its bid proposal rejected for those price lines only.</p>



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PURCHASE BUREAU
P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE
Governor

BRADLEY I. ABELow
State Treasurer

September 7, 2007

To: All Interested Bidders

Re: RFP #: 08-X-39688
Snow Plowing & Hauling Services, Statewide for DOT

Bid Due Date: **September 20, 2007**

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. It answers questions which have been submitted per section 1.3.1 of the RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

Snow Plowing & Hauling Services, Statewide for DOT

Bid Number 08-X-39688

Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1.	19	3.33	If a bidder submits a price quote for line 276 (Plowing contractors standby), is that cause for rejection of the entire bid proposal?	Bidders are not to bid price line 00276 or any of price lines 00270 through 00299 since the State has established set rates as identified in the RFP and pricing lines. A bidder's price proposal for price lines 00270 through 00299 will not be entertained or evaluated and the established rates set forth in the RFP/pricing lines will prevail. In order to receive an award for one or more of the DOT locations, all the established rates must become part of the contract.
2.		N/A	Under Current Bidding Opportunities for this RFP, an Addendum 02 is listed; however, it is not showing when you bring up the downloadable forms.	The addendum has been posted and is available. Typically, there is a delay of one (1) day between the e-mail notification through the eRFP service and the posting of RFP's and/or addenda.
3.		N/A	Will you accept bids from out of state contractors?	Any bidder who can meet all the terms, conditions and specifications of the RFP is eligible to bid.
4.	19	3.33	Why aren't bidders allowed to bid on Standby Rates? Does the current fixed price procedure for the standby rate (which prevents competitive bidding) comply with state law of establishing lowest cost?	The State contract is for snow plowing and hauling services and the contract award for snow plowing is based on the bid responses for those services only. Establishing a fixed rate for the standby time is fair to suppliers who are ready and prepared to plow but must wait given the uncertainty of the weather. The RFP and its terms and conditions comply with State law and Administrative rules for procurements.
5.	27	4.4.7	Is there a price increase for the second and third year as was the practice in the last three year contract? There was in the old three year contracts.	As stated in section 4.4.7, the bidder is to submit firm prices for the entire three (3) year term of the contract. Neither price escalation clauses nor CPI increases are permitted under the terms of this contract. Any bid proposals submitted with stipulated price increase will be rejected.