

SCOPE OF WORK**GENERAL**

The purpose of this bid is to award a contract to a vendor who can provide towing and roadside services for road vehicles, which are classified into two (2) weight categories:

- Section I - Vehicles 15,000 lb. GVWR and under;
- Section II - Vehicles 15,000 lb. GVWR and over

The above categories shall be further broken down into:

- Towing rate (all-inclusive towing cost per Loaded Mile);
- Hook-up rate (regular hours and overtime hours)
- Winching & Extrication Services (flat rate)
- Roadside Service Call Rate (regular hours and overtime hours)

All services performed under this Bid shall be in accordance with all applicable federal, State, and local laws, rules and regulations. ,

ANTICIPATED WORK

The County does not guarantee any minimum amount of work and will pay only for the actual work authorized and completed.

VENDOR RESPONSIBILITIES

The Vendor must respond and its towing vehicle must be in transit to the disabled vehicle within one (1) hour of notification by the County of Ocean, unless an alternate time frame has been mutually agreed upon by both the County of Ocean and the Vendor. While most service calls are expected to occur during business hours, the Vendor must provide the contracted service 24 hours a day, every calendar day, at the appropriate contracted pricing.

DEFINITION OF REGULAR HOURS AND OVERTIME HOURS

Regular hours are defined as any hours worked between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Overtime hours are defined as any work performed outside of "Regular Hours," which may include nights, weekends and holidays.

VEHICLE TOWING STANDARDS

Vehicle towing service shall be in accordance with the vehicle manufacturer's standards with the use of a wrecker or flatbed (roll-back) truck. No tow bars or towing chains are permitted.

The County of Ocean shall have sole discretion as to how the disabled vehicle will be towed, where the vehicle will be towed, and by whom any repairs shall be made.

STORAGE CHARGE GRACE PERIOD

The Vendor must allow a minimum grace period of two (2) business days before a storage charge can be invoiced against the County of Ocean.

The Vendor must notify the County of Ocean in writing via the email address and/or facsimile number provided within twenty-four (24) hours of when the vehicle is towed to the Vendor's location in order to eliminate the County of Ocean accruing extensive storage fees when unaware.

STORAGE CHARGE GRACE PERIOD (Cont'd)

The aforementioned grace period of two (2) business days shall not commence until proper notification has been provided by the Vendor to the County of Ocean. If proper notification cannot be documented by the Vendor, the County of Ocean shall not be liable for Vendor storage fees.

TOWING & HOOK-UP COSTS

The Vendor shall be compensated for towing services by multiplying the towing rate (miles) by the hook-up cost. Additional towing related costs incurred must be paid for by the Vendor and shall be reimbursed as follows:

Storage Fees charged by a third party that the Vendor must pay in order to retrieve the disabled vehicle;

Towing costs charged by a third party; for example, charges paid to a toll road authority, such as the New Jersey Turnpike Authority, that has towed a disabled vehicle off its toll road, to obtain the vehicle for towing.;

Reasonable, documented toll costs charged by any New Jersey or out-of-state toll authorities

Reasonable costs incurred for site clean-up. The Vendor must itemize and justify all site clean-up related costs.

Reimbursement for any additional towing related cost is subject to review and approval by the County of Ocean. The Vendor must present receipts or other acceptable forms of proof for all costs incurred for the County of Ocean to review.

All Vendors will be awarded a separate price line for County of Ocean to use for processing any approved reimbursements. Vendors will be reimbursed on a dollar-for-dollar basis with adequate justification, if approved.

MILEAGE

Mileage payment shall only be paid for Loaded Miles (actual miles the disabled vehicle is towed.) Mileage will be determined from the point at which the disabled vehicle is hooked up to the destination designated by the County of Ocean.

The Vendor shall not be paid for travel time it takes or the distance in miles to reach the disabled vehicle; nor will the Vendor be paid for any waiting time, traffic delays or after-hour costs.

The Vendor shall record the address and/or identify the location of the pick-up point on its invoice.

The Vendor must record the mileage from the pick-up/hook-up point to the designated destination or storage area, which shall also be identified on the invoice.

OUT OF STATE PICK-UPS

Out-of-State pick-ups are permitted under this Bid; however, the Vendor has the right to refuse out-of-State pick-ups. Out-of-State pick-ups are rare but may occur under this Bid. Rates and eligible Vendors for out-of-State pick-ups shall be based upon the vehicle delivery location.

VEHICLE ROADSIDE SERVICE REQUIREMENTS

The Vendor shall provide vehicle and/or roadside services when requested by the County of Ocean. The Vendor must respond and the tow vehicle must be in transit to the disabled vehicle within one (1) hour of notification by the County of Ocean, unless an alternate time frame has been mutually agreed upon by both the County of Ocean and the Vendor.

VEHICLE ROADSIDE SERVICE REQUIREMENTS (Cont'd)

When calling for services, the user department's representative will provide the email address and phone number to be utilized when services are required

All roadside service shall be completed within thirty (30) minutes after arrival by the Vendor at the site of the disabled vehicle, conditions permitting. This service shall be completed without the installation of major repair parts or equipment.

Roadside service refers to any service that can be performed at the disabled vehicle's location without requiring the vehicle to be towed. Roadside services shall include, but may not be limited to:

- Changing of tires;
- Replacement of fuel (up to 5 gallons);
- Jump-starting of the disabled vehicle;
- Unlocking a vehicle;
- Correction of minor problems such as faulty ignition and loose wires.

The Vendor shall be compensated for vehicle roadside service at the awarded flat Roadside Service per call rate. No additional payment will be made to the Vendor for these services. The flat labor rate for roadside service shall be all-inclusive.

The Vendor will be paid for a road service call in the event that it is called for a towing and/or roadside service job but finds upon arrival that the disabled vehicle is no longer at the site.

Also, in the event that a Vendor is called out for a service and the initial job cannot be completed because the job requires major parts or equipment and/or the intended vehicle for servicing is functioning normally, then the Vendor will be compensated for driving out to the vehicle's location and inspecting the designated vehicle based on the Roadside Service per call rate.

VEHICLE WINCHING AND EXTRICATION SERVICES

Vendor must provide vehicle Winching & Extrication Services when requested by the County of Ocean, if feasible, and without incurring additional vehicle damage. The Vendor must extricate passenger vehicles from snow, mud, water, ditches, or other off-road areas, to a passable, established road/thoroughfare, where the vehicle can then be safely reached from the hard road surface by towing/flatbed equipment.

The Vendor shall be compensated in accordance with the all-inclusive awarded hourly rate for Winching & Extrication Services. The Vendor will be paid a minimum of two (2) hours at the awarded hourly rate for each call out for Winching & Extrication Services performed by the Vendor. The hourly rate shall begin when the Vendor arrives at the scene, and shall end when the Vendor has completed the service.

The hourly rate shall be rounded up to the nearest 15 minute interval. For example, if a Winching & Extrication Services job takes three (3) hours and nine (9) minutes, the Vendor will be paid for three (3) hours and fifteen (15) minutes (3.25 hours) at the corresponding awarded rate. If a job takes one (1) hour and thirty (30 minutes), the Vendor will be paid for two (2) hours at the corresponding awarded rate. The hourly rate for Winching & Extrication Services shall be a flat rate and shall not be subject to overtime or off-hour increases in pricing.

METHOD OF AWARD

Contract shall be awarded on a lump sum by section basis. The County reserves the right to award to the two (2) lowest vendors per section. Work orders shall be placed with the lowest vendor first and, if the Vendor is unable to perform the work or meet the time constraints of the County, the County may then offer the job to the next low vendor. If the low vendor already has three (3) or more jobs pending completion and new work needs to be done, the County reserves the right to move to the next low vendor in order to avoid any delay in job completion.

INVOICING

Each service call or request shall generate a separate invoice detailing all charges and itemizing such by the awarded bid items. An invoice shall be generated after work has been performed and submitted to an authorized County representative within two (2) weeks.

All invoices must include the following documentation, if applicable:

- Date of the requested service
- Pick up location and drop-off location
- Mileage to and from each location
- Itemization of each separate pricing line item amount billed

Note: If the invoice references Item #7 or #14, "*Reimbursable Towing Related Costs*", the vendor must submit receipts to the County of Ocean for review and approval prior to payment being processed.

Vendor must invoice for all documented time used performing work and indicate which pricing line items were used, even if vendor's pricing is zero dollars.

LICENSES AND PERMITS

The Vendor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform services under this contract. Notwithstanding the requirements of this bid, the Vendor shall supply the County of Ocean with evidence of all such licenses, permits and authorizations. This evidence will be required prior to contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor.

INSURANCE

The Vendor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the County of Ocean. If the Vendor's insurer cannot provide 30 days written notice, then it will become the obligation of the Vendor to provide the same. The Vendor shall provide the County of Ocean with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Vendor shall not begin to provide services or goods to the County of Ocean until evidence of the required insurance is provided.

INSURANCE (Cont'd)

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

- A. Occurrence Form Commercial 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 Commercial General Liability Insurance policy or its equivalent shall name the County of Ocean, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial 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 \$1,000,000 per occurrence as a combined single limit. The County of Ocean must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the County of Ocean’s behalf or on County of Ocean controlled property;
- 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. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 - 3. \$1,000,000 DISEASE AGGREGATE LIMIT.