

**REQUEST FOR PROPOSALS FOR
TOWING AND ROAD SERVICE PROVIDER**

ISSUING OFFICE

**Pennsylvania Turnpike Commission
Traffic Engineering and Operations**

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**REQUEST FOR PROPOSALS FOR
TOWING AND ROAD SERVICE PROVIDER**

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PART I

GENERAL INFORMATION FOR VENDORS

The Pennsylvania Turnpike Commission (“Commission”) is now accepting proposals for vendors to provide emergency road service/repairs, towing, recovery, and removal of abandoned and vehicles impeding traffic on the Turnpike System ranging from motorcycles to over-dimensional vehicles for the following section:

Milepost A37.9 and Milepost A67.5 North and Southbound, including Quakertown Interchange (44), Lehigh Valley Interchange (56), and the Allentown Service Plaza.

I-1. Term of Contract

The term of the contract will commence on the Effective Date (as defined below) and will end in five (5) years from the effective date. The Commission shall fix the Effective Date after the contract has been fully executed by the Vendor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-2. Requirements

The Commission requires that interested parties currently own or lease a minimum of five (5) pieces of equipment as follows:

- One (1) light-duty conventional wrecker with over a one-ton capacity and equipped with a state-of-the-art wheel lift.
- Two (2) light-duty rollbacks each with over a one-ton capacity and equipped with a state-of-the-art wheel lift.
- Two (2) heavy-duty recovery vehicles each with a minimum 25-ton (hydraulic or mechanical) capacity and each are equipped with a state-of-the-art under reach.

All facilities must meet the following:

- Clean, modern, secure facility.
- Customer waiting area and restrooms.
- Provide 24/7 response to all incidents on Commission property/roadway.
- Accept major credit cards for payment (MasterCard and Visa).
- Honor a number of roadside assistance club memberships.
- Meet specific insurance requirements as specified in section I-4. Insurance.

I-3. Compensation

Maximum Charges: Vendor agrees that no charge for towing, repairs or other services shall be in excess of competitive charges prevailing in the area for such services. It is the intention of the Commission to cause the services specified to be rendered to the public making use of the Turnpike at prices no higher than would be charged for similar services on public roads in the area. Road service compensation shall be in addition to charges for parts and materials. **There shall be no road service charge where there is a towing charge.**

(A) **Road Services:**

Road Service for vehicles up to 10,000-lbs. Gross weight, the flat charge to the motorist shall be Sixty Dollars (\$60.00). Vehicles from 10,001 lbs. To 25,000-lbs. Gross weight, the flat rate charge to the motorist shall be Eighty-Four Dollars (\$84.00). For vehicles over 25,000 lbs. Gross weight, the flat rate charge to the motorist shall be One-hundred Twenty Dollars (\$120.00). This charge shall be a once only compensation charge by the Vendor for mileage traveled on the Turnpike by the service truck in reaching point of service and shall include any or all of the following: providing water; providing fuel; battery jump; a tire change, provided a properly installed spare is available within the vehicle; replacing belts or hoses; or the first fifteen (15) minutes spent toward providing services other than those listed above. If it takes the Vendor more than fifteen (15) minutes to render a non-listed service, the Vendor may charge, in addition to the Road Service charge, an additional labor charge calculated at the prevailing competitive hourly rate, and is not to exceed that normally charged by Vendor for off-Turnpike work. Labor time for repairs on a disabled vehicle shall not exceed that normally charged by Vendor for off-Turnpike work or time as given in Chilton's Flat Rate and Parts Manual, or Motor Parts & Time Guide for both domestic and imported vehicles or in the Flat Rate Schedule issued by the manufacturer of the particular vehicle. In the event of a dispute over the prescribed labor time, the Chilton Manual or Motor Manual will be considered the final authority.

When a motorist is without funds, the Commission shall pay Vendor the sum of Ninety Dollars (\$90.00) for each such vehicle. When a vehicle is gone upon arrival or the service call is cancelled, the Commission shall pay Vendor the sum of Twenty-four Dollars (\$24.00).

(B) **Towing Services:**

- (1) Vehicles up to 10,000 lbs. Gross weight, the charge shall be a flat rate of Seventy-two Dollars (\$72.00) for a service charge (hook-up), and Three and 50/100 Dollars (\$3.50) per mile for each traveled mile.
- (2) Vehicles from 10,001 lbs. to 25,000 lbs. Gross weight, the charge shall be a flat rate of One Hundred Thirty-two Dollars (\$132.00) for a service charge (hook-up), and Four Dollars (\$4.00) per mile for each traveled mile.
- (3) Vehicles over 25,001 lbs. Gross weight, the charge shall be a flat rate of Two Hundred four Dollars (\$204.00) for a service charge (hook-up), and Five Dollars (\$5.00) per mile for each traveled mile.
- (4) The charges for (1) through (3) above, shall include towing from the point of breakdown to the Vendor's exit interchange or to any other service facility in the vicinity of Vendor or to the next interchange in the same (customer's) direction of travel. When the operator of a vehicle elects to be towed to a destination beyond the vicinity of the Vendor, the Vendor may apply an additional towing charge in accordance with prevailing rates. The Vendor is required to inform each customer of additional towing charges to be made before services are rendered.

- (C) When a vehicle is certified by Pennsylvania State Police as abandoned, the Vendor shall remove it from the Turnpike. For each such vehicle removed, the Commission shall pay Vendor the sum of Ninety Dollars (\$90.00). This fee does not preclude the Vendor from charging the patron additional fees involved in removing said vehicle from the roadway. It is understood and agreed that this is the maximum sum to be paid to the Vendor by the Commission for each said vehicle irrespective of whether or not Vendor eventually incurs any costs in storage, sale or disposal of said vehicle.
- (D) When the Pennsylvania State Police deem a vehicle as impeding traffic flow or by an official of the Commission, it will be moved by the Vendor to the next safest wide area, away from the flow of traffic on the system. For each such vehicle so removed, the Commission shall pay Vendor the sum of Ninety Dollars (\$90.00) for all classes of vehicles. It is understood and agreed that this is the maximum sum to be paid to the Vendor by the Commission for each said vehicle impeding the flow of Vendor traffic where no customer is apparently present with the vehicle.
- (E) The Vendor will also tow any vehicle, which the Pennsylvania State Police request to be towed relative to an investigation.
- (F) The Vendor may charge an additional fee at prevailing competitive hourly rates for time spent in excess of fifteen (15) minutes from arrival time, in righting an overturned vehicle, removed of parts to permit proper towing, use of cutting torch or other special tools and transferring of material from one vehicle to another.
- (G) If the Vendor sublets additional crane and/or recovery vehicle services, the fee charged to the customer shall be no more than the schedule of rates as noted in the agreement.
- (H) The Commission reserves the right to periodically review rates charged by the Vendor. Failure by the Vendor to adhere to the requirements and standards set forth in Section I-3 Compensation may, at the Commission's discretion be considered a breach of the agreement and grounds for its termination.
- (I) The Vendor agrees that the Commission may set off the amount of any state tax liability or other obligation of the Vendor or its subsidiaries to the Commonwealth against any payments due the Vendor under any contract with the Commission.

I-4. Insurance

Vendor will comply with the Insurance requirements as described in Appendix A – Insurance Requirements.

I-5. Indemnification. The Vendor shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Vendor, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Vendor is responsible for any

use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to the Agreement upon award and the awarded vendor may be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the Commission and attend annual ethics training provided by the Commission. Proposers can find these two documents on the Commissions website at www.paturnpike.com (Doing Business, General Information, Integrity Provisions).

PART II

INFORMATION REQUIRED FROM VENDORS

II-1. Response

To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **2:00 PM** local time on **Monday, November 16, 2015**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission.

Vendors mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposal. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Vendors are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Vendor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the advertisement.

The Commission may make such investigations as deemed necessary to determine the ability of the Vendor to perform the work, and the Vendor shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy the Commission that such Vendor is properly qualified to carry out the obligations of the agreement and to complete the work specified.

The Vendor shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Vendor.

An official authorized to bind the Vendor to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (**Appendix B to this RFP**) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this Advertisement, the proposals must remain valid for at least **120** days. Moreover, the contents of the proposals of the selected Vendor will become contractual obligations if a contract is entered into.

Each and every Vendor submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Vendor chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Vendor or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new proposal or submission of a modification which complies with the requirements of this solicitation.

II-2. Proposal Cover Sheet (Appendix B)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: Authorized Service Provider Milepost A37.9 and Milepost A67.5 North and Southbound, including Quakertown Interchange (44), Lehigh Valley Interchange (56), and the Allentown Service Plaza, RFP 15-ASP-7233. Appendix B must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition it is required that all information requested in Appendix B be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

II-3. Authorized Service Provider Questionnaire (Appendix C)

All completed proposals and supporting documents submitted will become the property of the Commission. The Commission reserves the right to reject any and all proposals. Vendors should list and describe any equipment it owns, experience, services, facilities, etc. that meet or are in addition to the stated requirements.

II-4. Commitment to Diversity

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify Diverse Business (DB) firms, expected to participate in the Contract, in their proposal submittal. Proposed DB firms must be certified by a Third-party Certifying Organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. This includes: (1) the National Minority Supplier Development Council; (2) the Women's Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

II-5. Proposal Contents

Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the application becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be

reviewed and evaluated by any person other than competing Vendors at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposals. Selection or rejection of the proposals does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Vendors shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Vendors should note that “trade secrets” and “confidential proprietary information” are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both “trade secrets” and “confidential proprietary information” as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure *would* cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at www.openrecords.state.pa.us.

II-6. Debriefing Conferences. Vendors whose proposals are not selected will be notified of the name of the selected Vendor and given the opportunity to be debriefed, at the Vendor's request. The Issuing Office will schedule the time and location of the debriefing. The Vendor will not be compared with other Vendors.

II-7. Vendor's Representations and Authorizations

Each Vendor by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Vendor in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The proposal is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any vendor or person to submit a complementary or other noncompetitive proposal.
- c. To the best knowledge of the person signing the proposal for the Vendor, the Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Vendor in its proposal.
- d. To the best of the knowledge of the person signing the proposal for the Vendor and except as otherwise disclosed by the Vendor in its proposal, the Vendor has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Vendor that is owed to the Commonwealth.
- e. The Vendor is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Vendor cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- f. The Vendor has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- g. Each Vendor, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Vendor; and (b) properly signed by the Vendor.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in the proposal, (2) allow the Vendor to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation

Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the vendor(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified vendor for the assignment or the vendor whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each vendor's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the vendor, vendor's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Vendor determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

An on-site videotaping and inspection will be scheduled to verify that the information contained in the proposal is accurate.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest in evaluating each proposal:

- a. Equipment** - Number of towing/recovery vehicles, ownership or lease status of towing equipment, age/condition of equipment, specialty equipment.
- b. Primary Facility** – Distance to nearest interchange or access gate within the advertised coverage area, condition of facility, ownership or lease status of facility, and number of service bays (passenger and commercial). In addition, the facility's availability of the following: restrooms, waiting room, parts inventory, and locked storage area for vehicles as well as the accessibility to lodging and rental vehicles.

- c. **Roadside service club affiliation:** AAA affiliated, other.
- d. **Salvor:** certification/license and any other state licenses.
- e. **Personnel:** Number of wrecker/operators, recovery experience of operators, number of mechanics, mechanics hours of operation, formal training of both wrecker/operators and mechanics.
- f. **Other services/capabilities:** in-house commercial tire service, commercial roadside service, off-loading fuel, etc.
- g. **Commitment to Diversity and Inclusion:** This refers to the inclusion of DB firms, as described in Part II-4. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.

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Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Towing Contractor will provide and maintain the following minimum levels of insurance at Towing Contractor's own expense. The cost of the required insurance shall be included in the Towing Contractor's cost proposal and no adjustment shall be made to the contract price on account of such costs. The term Towing Contractor shall include Contractors, Subcontractors and Sub-Subcontractors of every tier, utilized by Towing Contractor in the performance of this Contract. Towing Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. If found to be non-compliant, the Pennsylvania Turnpike Commission (the "Commission") may purchase the required insurance coverage(s) and the cost will be borne by the Towing Contractor through direct payment/reimbursement to the Commission or the Commission may withhold payment to the Towing Contractor for amounts owed to them.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Towing Contractor shall not have a Self Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Towing Contractor. If Towing Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Towing Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Towing Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Towing Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the Towing Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Towing Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

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- e) Towing Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below, ten days prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Towing Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to the Commission.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Towing Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Commission with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

- f) The Commission, (including the Commission's Parent, Subsidiaries, and Affiliates) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The Commission reserves the right to require Towing Contractor to name other parties as additional insureds as required by the Commission.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

- g) Waiver of Rights of Subrogation: Towing Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Towing Contractor.

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- h) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Towing Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Towing Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Towing Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Towing Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Towing Contractor arising in the course of operations under the contract. The Towing Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
- c) USL&H, and FELA Coverage, if applicable.
- d) Includes sole proprietorships and officers of corporation who will be performing the work.
- e) Where applicable, if the Towing Contractor is lending or leasing its employees to the Commission for the work under this contract (e.g. crane rental with operator), it is the Towing Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

2. **Commercial General Liability:**

Provided on ISO form CG 00 01 12 07 or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

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- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
 - c) The General Aggregate Limit must apply on a **Per Project basis**.
 - d) No Exclusions for development, construction, building conversion, etc with respect to the project's location and / or where the work is to be completed by the Contractor.
 - e) Coverage for "Resulting Damage".
 - f) No sexual abuse or molestation exclusion.
 - g) No amendment to the definition of an "Insured Contract" except as noted below.
 - h) The definition of an "Insured Contract" must be amended to provide coverage for all work on or within 50 feet of a railroad. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.
3. **Automobile Liability:**
- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above
 - b) Per Accident Combined Single Limit \$1,000,000
 - c) For Towing Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
4. **Commercial Umbrella Liability:**
- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
 - b) Minimum Limits of Liability
 - Occurrence Limit: \$ 5,000,000
 - Aggregate Limit (where applicable): \$ 5,000,000

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5. **Owned, Leased, Rented or Borrowed Equipment or Property:**
 - a) Towing Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc. for the full replacement cost of the equipment.
 - b) Coverage to be provided on an Agreed Amount Basis with no Coinsurance
 - c) Coverage to be provided on an All Risk basis.

6. **Garagekeepers Coverage:**
 - a) Comprehensive Limit of Insurance: \$1,000,000 Per Accident
 - b) Collision Limit of Insurance: \$1,000,000 Per Accident
 - c) Coverage must apply on a “Primary” basis.

APPENDIX B – PROPOSAL COVER SHEET

Pennsylvania Turnpike Commission

Authorized Service Provider

Milepost A37.9 and Milepost A67.5 North and Southbound, including Quakertown Interchange (44), Lehigh Valley Interchange (56), and the Allentown Service Plaza.

RFP #15-ASP-7233

Vendor Information:	
Vendor Name	
Vendor Mailing Address	
Vendor Website	
Vendor Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Vendor Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

<input type="checkbox"/> Questionnaire Submittal
Signature
Signature of an official authorized to bind the Vendor to the provisions contained in the Vendor's Questionnaire: _____
Print Name
Title

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE QUESTIONNAIRE MAY RESULT IN THE REJECTION OF THE QUESTIONNAIRE.



**PENNSYLVANIA TURNPIKE COMMISSION
AUTHORIZED SERVICE PROVIDER QUESTIONNAIRE**

RFP #15-ASP-7233

Coverage Section: Milepost A37.9 and Milepost A67.5 North and Southbound, including Quakertown Interchange (44), Lehigh Valley Interchange (56), and the Allentown Service Plaza.

1. Name, address, business phone number, fax phone number, 24-hour number e-mail address and web-site address of your company.

2. Provide the actual mileage and accurate directions from your primary facility to the nearest access point (interchange, access gate) that is located within the Coverage Section.

3. Name of owner(s)/proprietor(s).

4. Form of ownership:

Individual proprietorship _____
Partnership _____
Registered business corporation _____
Other (Please provide written explanation) _____

5. Do you own the primary facility? Yes _____ No _____

If yes, how long have you been operating at this location? _____

6. Do you lease the primary facility? Yes _____ No _____
 If yes how long have you been operating at this location? _____
7. If leased, provide the owner's name, address, and expiration date of lease. Provide a copy of the lease.

8. Is your company fully equipped to handle all types of repairs for passenger and commercial vehicles?
 Passenger Vehicles Yes _____ No _____
 Commercial Vehicles Yes _____ No _____
9. Does your company currently provide 24 hour towing and recovery service?
 Yes _____ No _____
10. Years' experience in Towing (Business) _____
 Years' experience in Recovery (Business) _____
11. Are you capable of performing the following:
 Commercial roadside service Yes _____ No _____
 Commercial tire service Yes _____ No _____
12. Prior to accident recovery (i.e., upright/removal of vehicles) do you have the capability to off-load fuel? Yes _____ No _____
 If yes, what is the amount? _____
 What is the time length required? _____
13. How many repair bays are in your primary facility? _____
 Passenger Bays _____ Commercial Bays _____

14. Do you maintain an inventory of parts? Yes _____ No _____

If yes provide a description of parts stocked

15. Do you have a customer waiting(s) room and restrooms at each of your facilities?

Yes _____ No _____

16. Describe your business/service facility(ies), noting the square footage size of the entire building(s), office size, size of the waiting room, description of the rest room(s), etc.

17. Does your company have a secured (locked) storage area for vehicles?

Yes _____ No _____

If yes, describe the size, location and how vehicles are secured.

18. Total number of wrecker/operators _____

19. Identify formal training of all wrecker/operators who will be rendering service on behalf of the applicant in the following areas light, medium, and heavy towing and recovery. (List on separate sheet and attach to this questionnaire.)

20. Total number of mechanics _____

21. List the days and hours your mechanics are on duty.

22. Identify formal training of all mechanics who will be rendering service on behalf of the applicant (List on a separate sheet and attach to this questionnaire.)
23. Submit the names and driver's license of all proposed drivers, employees and wrecker/operators who will be rendering service on behalf of the applicant on Commission property (List on a separate sheet and attach list and photocopies to this questionnaire.)
24. Please provide a letter of reference from each of the following: a commercial account, a motor club, and a city, county, or state agency.
25. Have you, any principal officer(s), or key employee(s) ever been convicted of a crime(s)? Yes _____ No _____
- If yes, please state the name(s) of the individual(s), nature of the crime(s) and dates (List on a separate sheet and attach to this questionnaire.)
26. Please provide a criminal history report of any individual who will respond to incidents on Commission property (all principals, officers, owners, directors or employees). <https://epatch.state.pa.us/Home.jsp>
27. Are you currently a licensed salvor? Yes _____ No _____
- If yes, note your license number _____
28. Is your facility (ies) readily accessible to lodging and/or rental vehicles?
Yes _____ No _____
29. Are you currently affiliated with a AAA Club? Yes _____ No _____
- If yes, provide the AAA Club information and affiliation designation
- _____
- _____
- _____
30. List any additional motor club/roadside assistance programs with which you are currently affiliated.
- _____
- _____
- _____
- _____

31. Name, address, and telephone number of your company's insurance company and agent. Also, provide all insurance documentation as outlined in the advertisement.

32. Please provide a copy of all city and state licenses you and/or your company possess, including but not limited to mercantile, towing, repair, long-term storage of vehicles other than for repair.
33. Please list and describe on a separate sheet all towing/recovery vehicles, service vehicles, including the year, make, model, VIN number, boom capacity, and under lift capacity; include a photograph of each vehicle showing the front, rear and side(s) of each unit.
34. Please list and describe all specialty/ miscellaneous towing/recovery equipment owned by your company. Include a photograph of each vehicle showing the front, rear and side(s) of each unit.
35. Please provide current photographs of your facility(ies) that show at least the following:
- a) Exterior of facility (ies), showing all sides of the building(s).
 - b) Storage lot(s), on or off-site, including a secured fenced storage lot, if available.
 - c) Interior of facility (ies), showing all bays, office areas, waiting room(s), and rest room(s), etc.
 - d) All towing/recovery equipment (See #33 & #34 above.)

By my signature, I swear, or affirm, that the foregoing information is a true and accurate description of the business of _____.

Name of Company

I understand that failure to truthfully and accurately provide the requested information may eliminate _____ from consideration

Name of Company

as a contracted service facility with the Commission.

The Commission will schedule an on-site visit to evaluate your facility (ies).

Signed _____

Title _____

Date _____

State of _____

County of _____

_____, being duly sworn, deposes and says
he is _____ of the above-named garage.

Sworn before me this _____ day of _____

in the year _____.

Notary Public

Addendum No. 1

RFP #15-ASP-7233

TOWING AND ROAD SERVICE PROVIDER

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

REVISION:

1. The response date referenced in Part II-1 of the RFP has been extended and revised as follows:
I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before 2:00 PM local time on ~~Monday, November 16, 2015~~ **Wednesday, November 18, 2015.**

QUESTIONS AND ANSWERS:

Following are the answers to questions submitted in response to the above referenced RFP as of 10/29/15. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. What is the call volume for the following RFP's, 15-ASP-7233 and 15-ASP-7234?

The call volume for the coverage area advertised in RFP 15-ASP-7233 is as follows:

January 2015-August 2015=115

The call volume for the coverage area advertised in RFP 15-ASP-7234 is as follows:

January 2015-August 2015=1524

All other terms, conditions and requirements of the original RFP dated October 26, 2015 remain unchanged unless modified by this Addendum.