

Pre-Bid Meeting for I-40/I-26/I-240  
Light and Heavy-Duty Tow & Recovery  
(I-2513:I-4400)

December 6<sup>th</sup>, 2024



# Today's Agenda

Sign In

Welcome

Construction Project Update

Tow Contract

- Posted (NCDOT Division 13 Letting)
- History and Purpose
- Requirements
- Performance Measures
- Details
- Submitting a Bid – Instruction to Bidders - \*December 18, 2024

Questions?

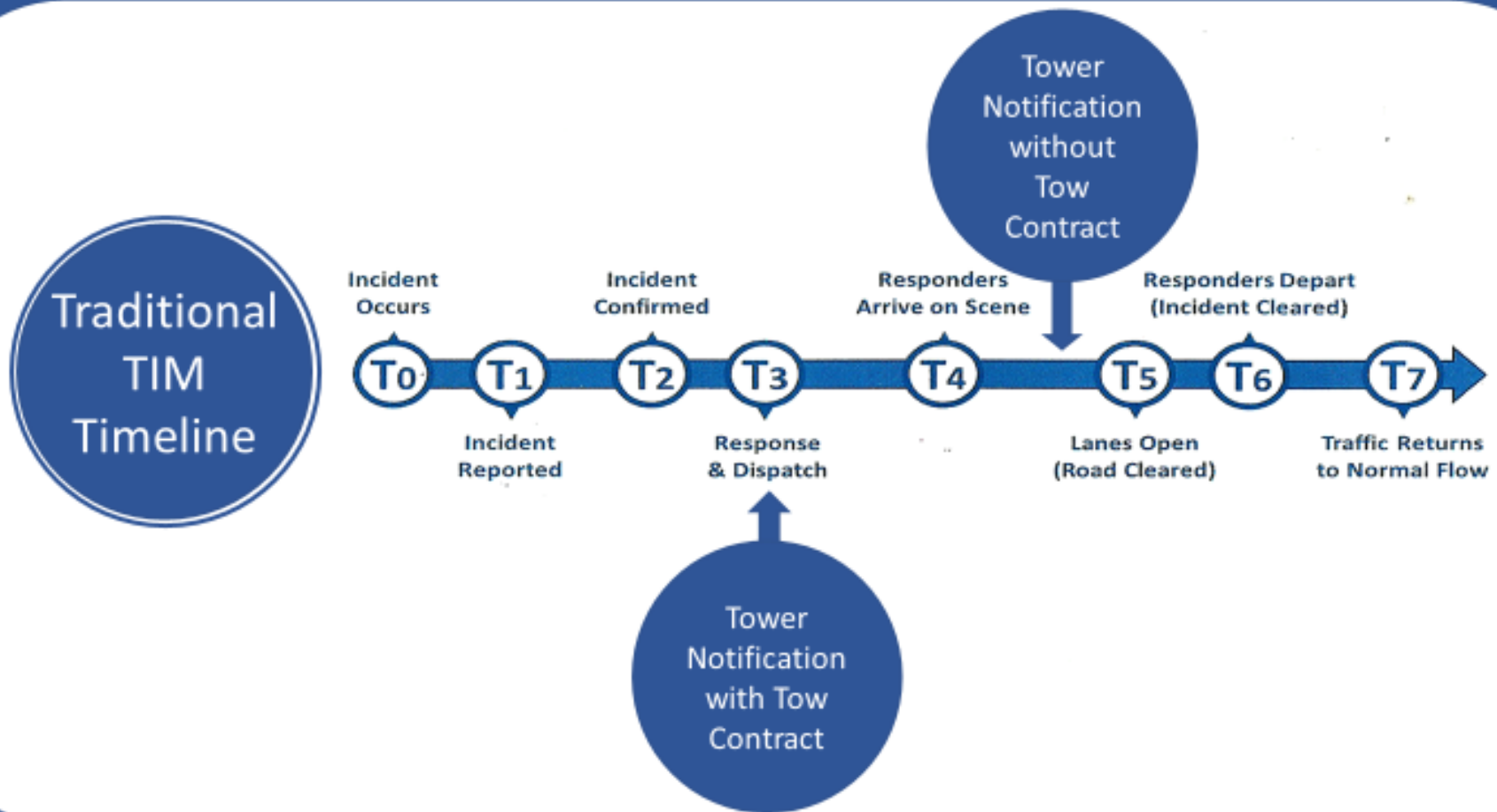


# Asheville Connector/Buncombe County Tow & Recovery Contract Purpose

- Keep Roadway Open
- Improve response and clearance times through incentives
- Performance monitoring of towers
  - Response Times
  - Roadway Clearance Times
  - Training Requirements
- Reduce Secondary Collisions



## Timeline Change with a Tow Contract





# Buncombe County Tow & Recovery Contract Structure

- One contract with one primary vendor
  - Light Duty Towing
  - Heavy Duty Towing
- One Zone
  - Same zone for both Light and Heavy-Duty Towing
- One year period
  - Options for two (2) – one (1) year renewals



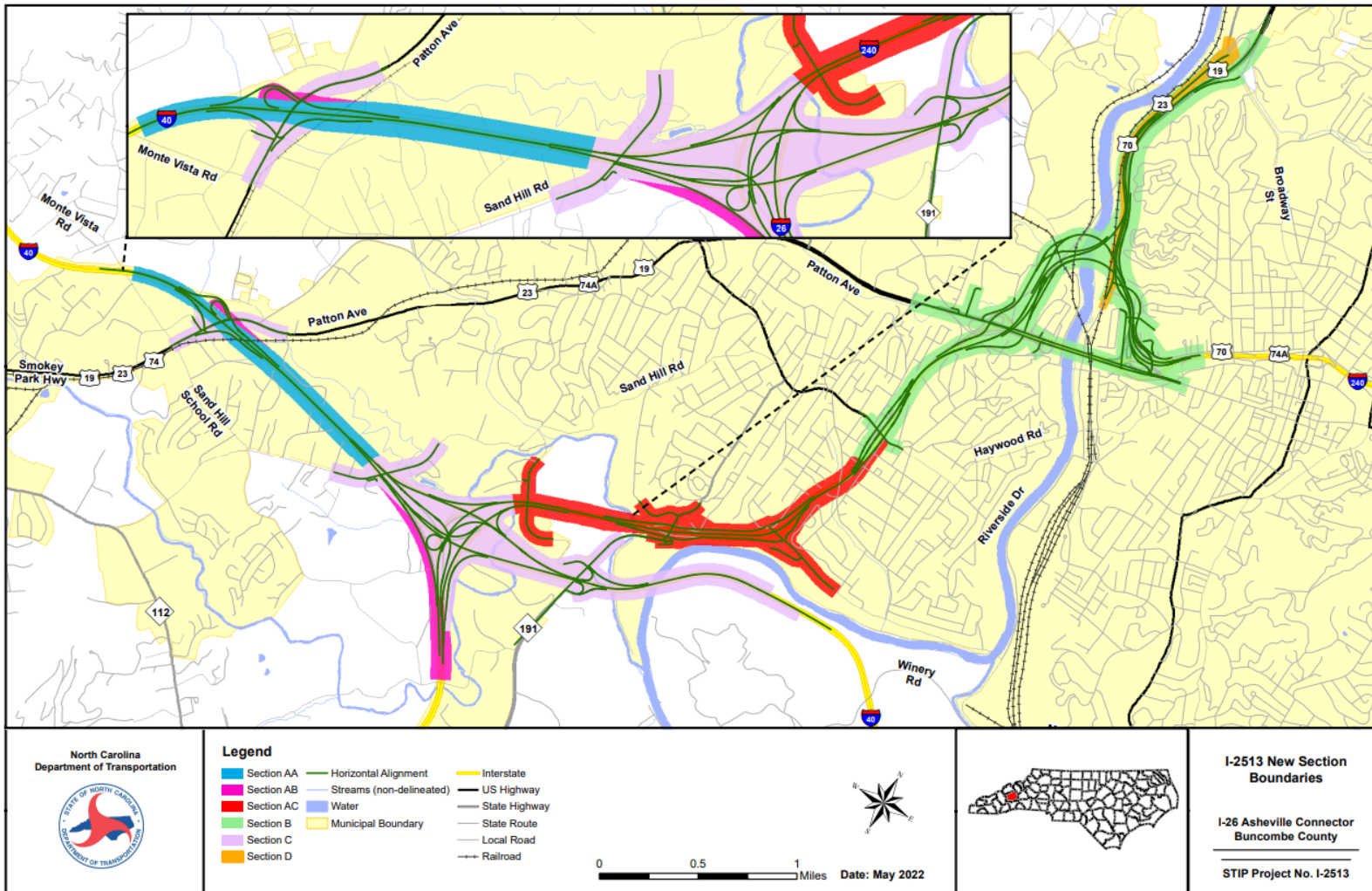
# I-2513

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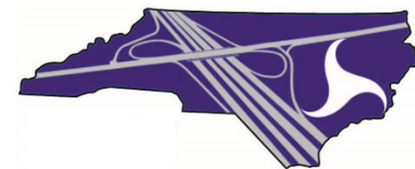
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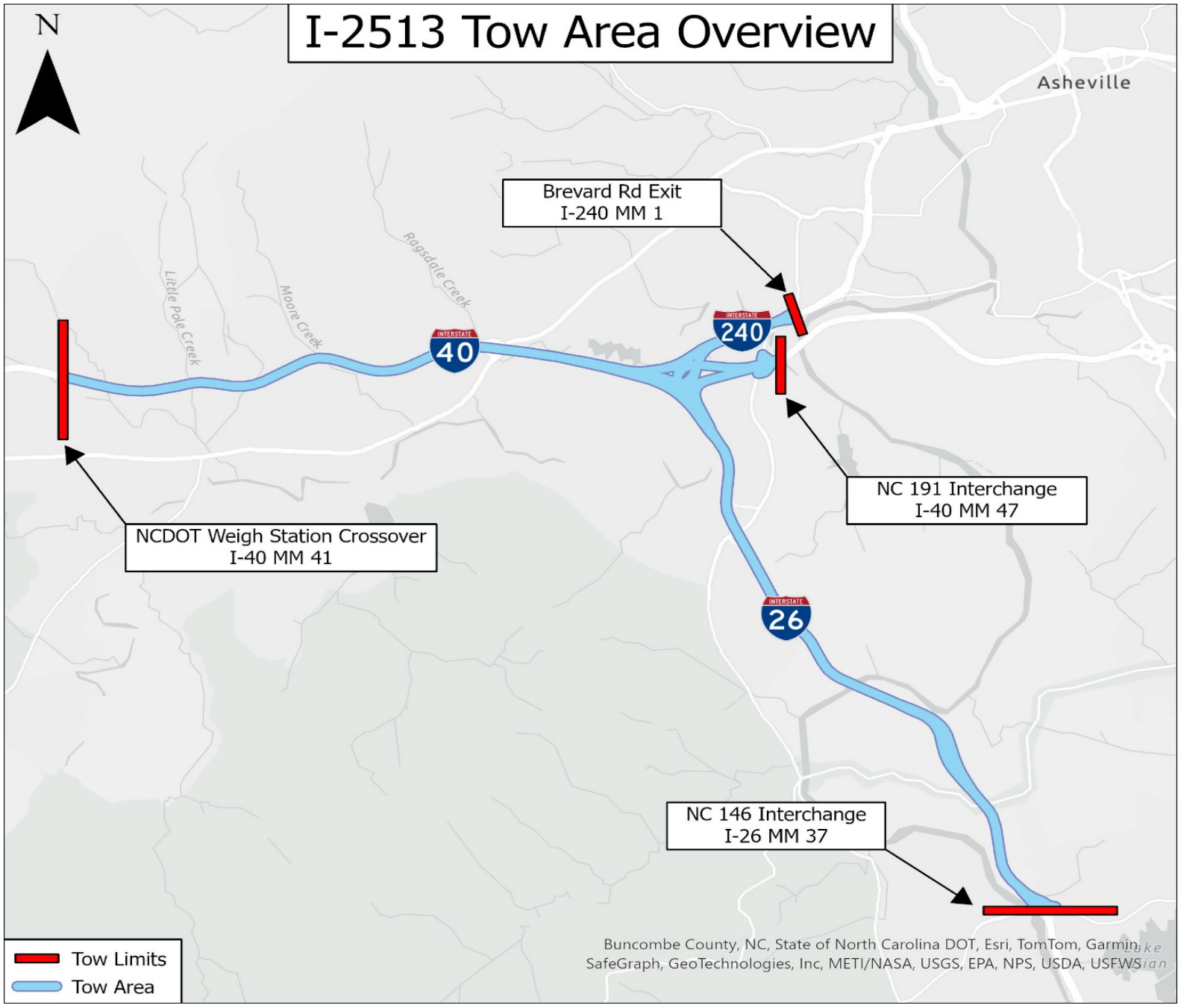
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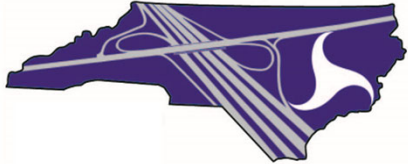
Nathan Moneyham-Division 13 Construction Engineer



# I-2513 Tow Area Overview



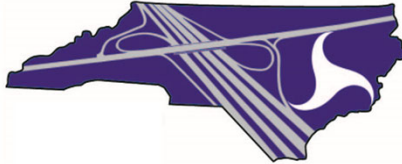
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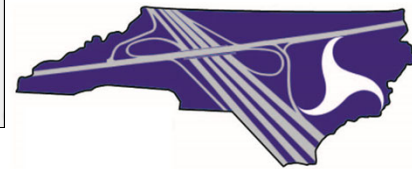
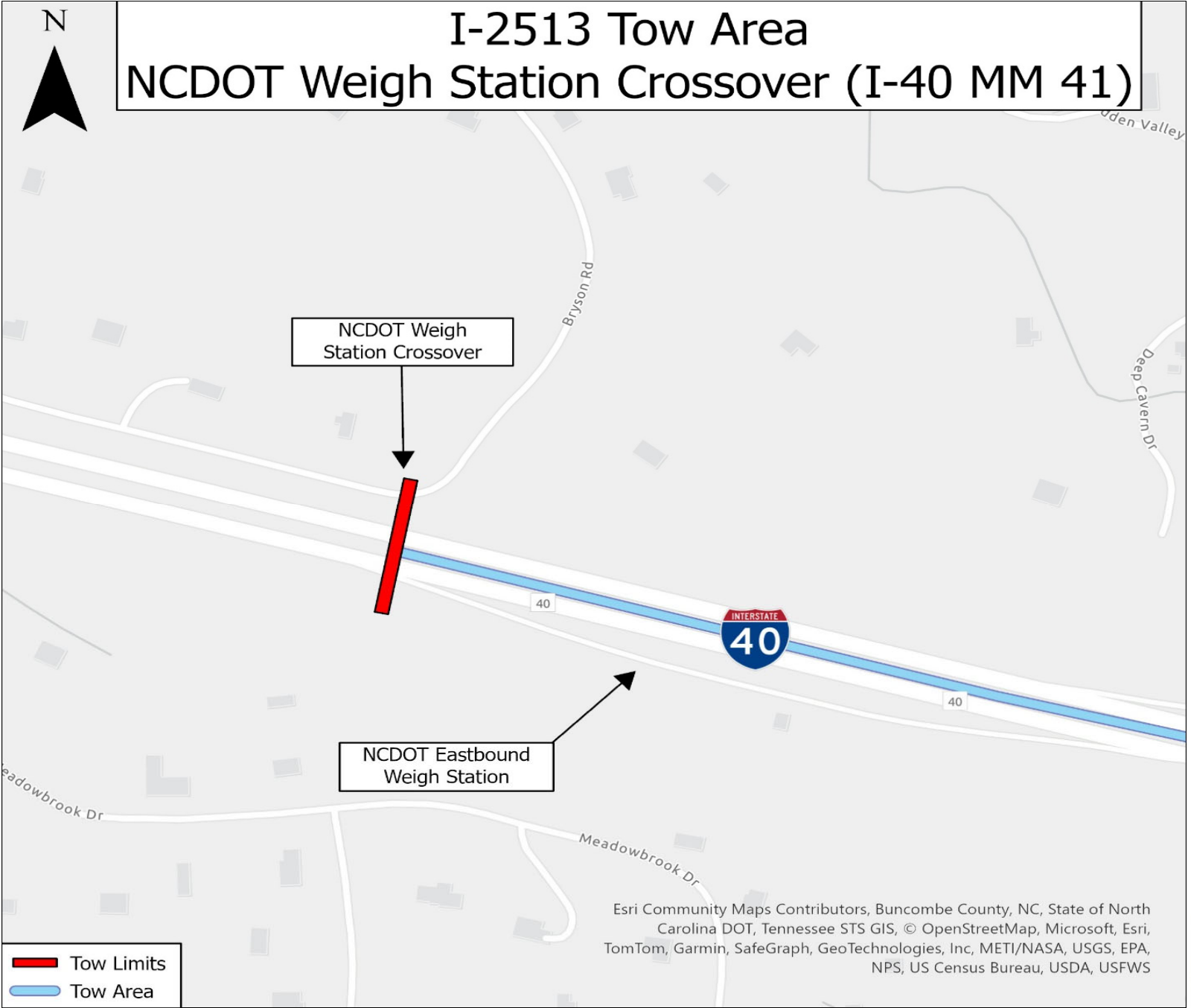
# I-2513 Tow Area Brevard Rd Exit (I-240 MM 1)



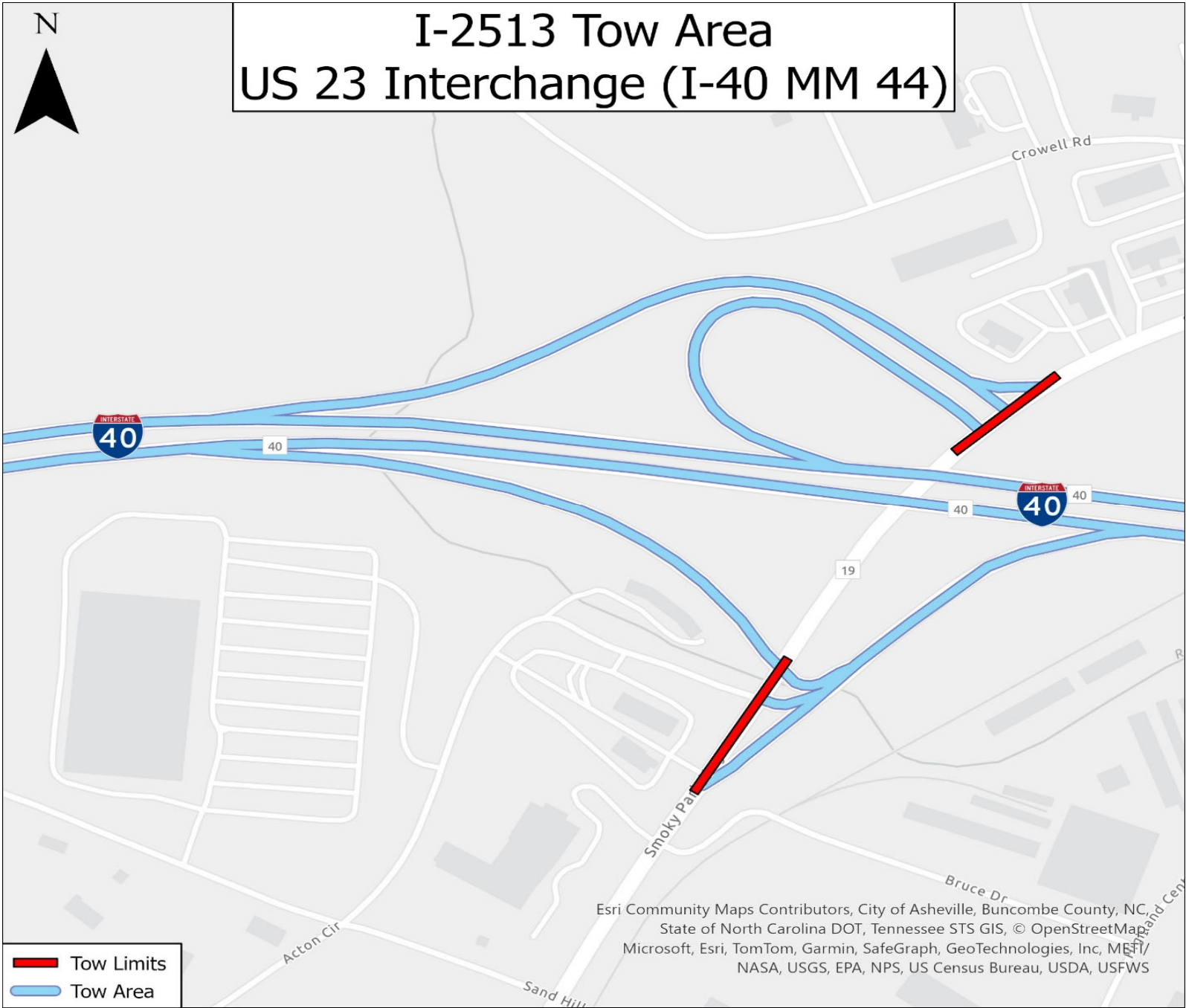
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# I-2513 Tow Area NCDOT Weigh Station Crossover (I-40 MM 41)

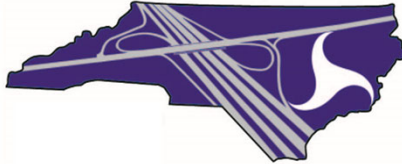




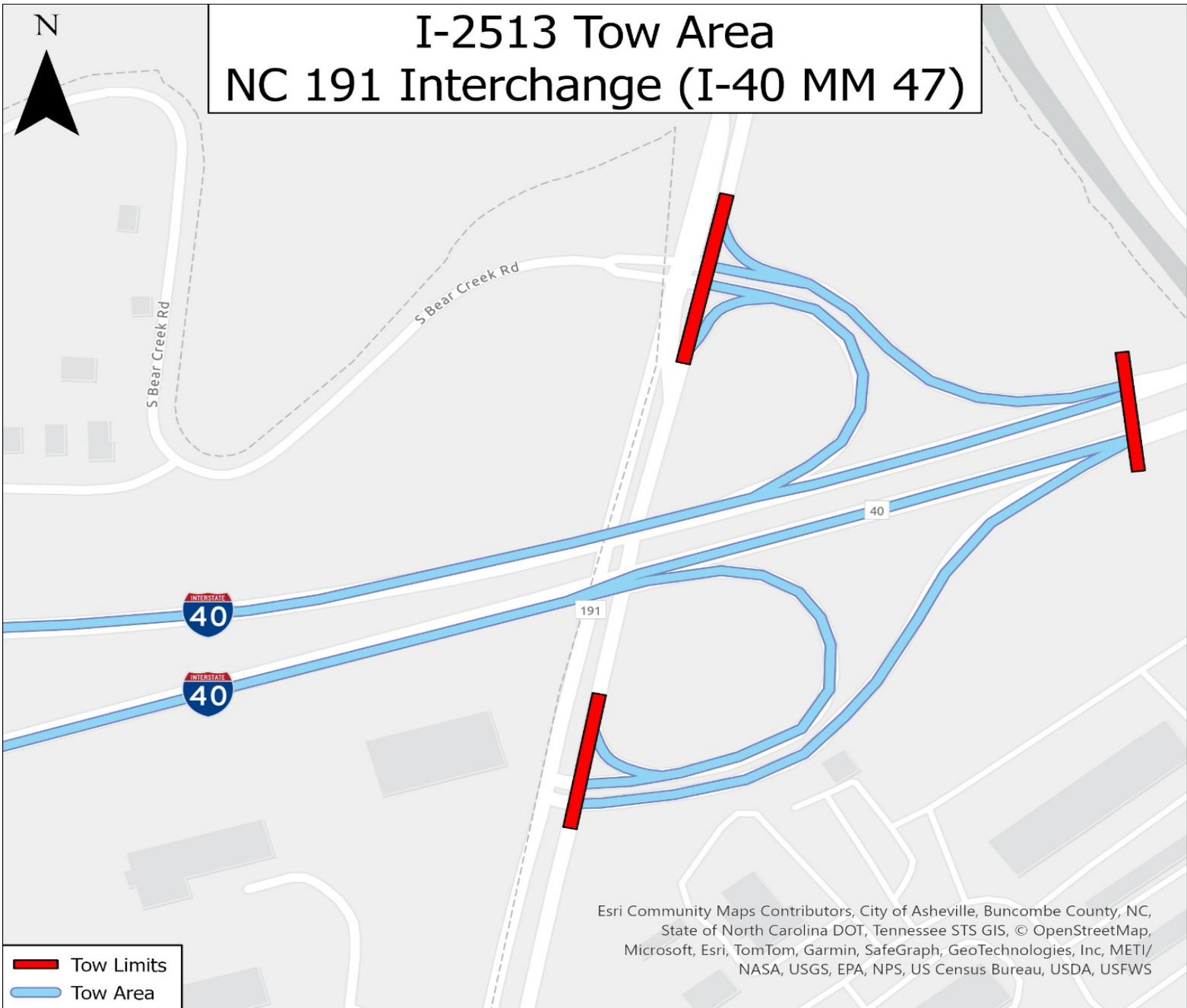


# I-2513 Tow Area US 23 Interchange (I-40 MM 44)

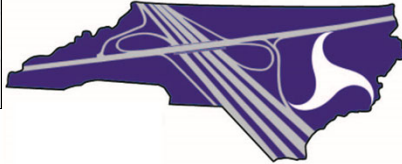
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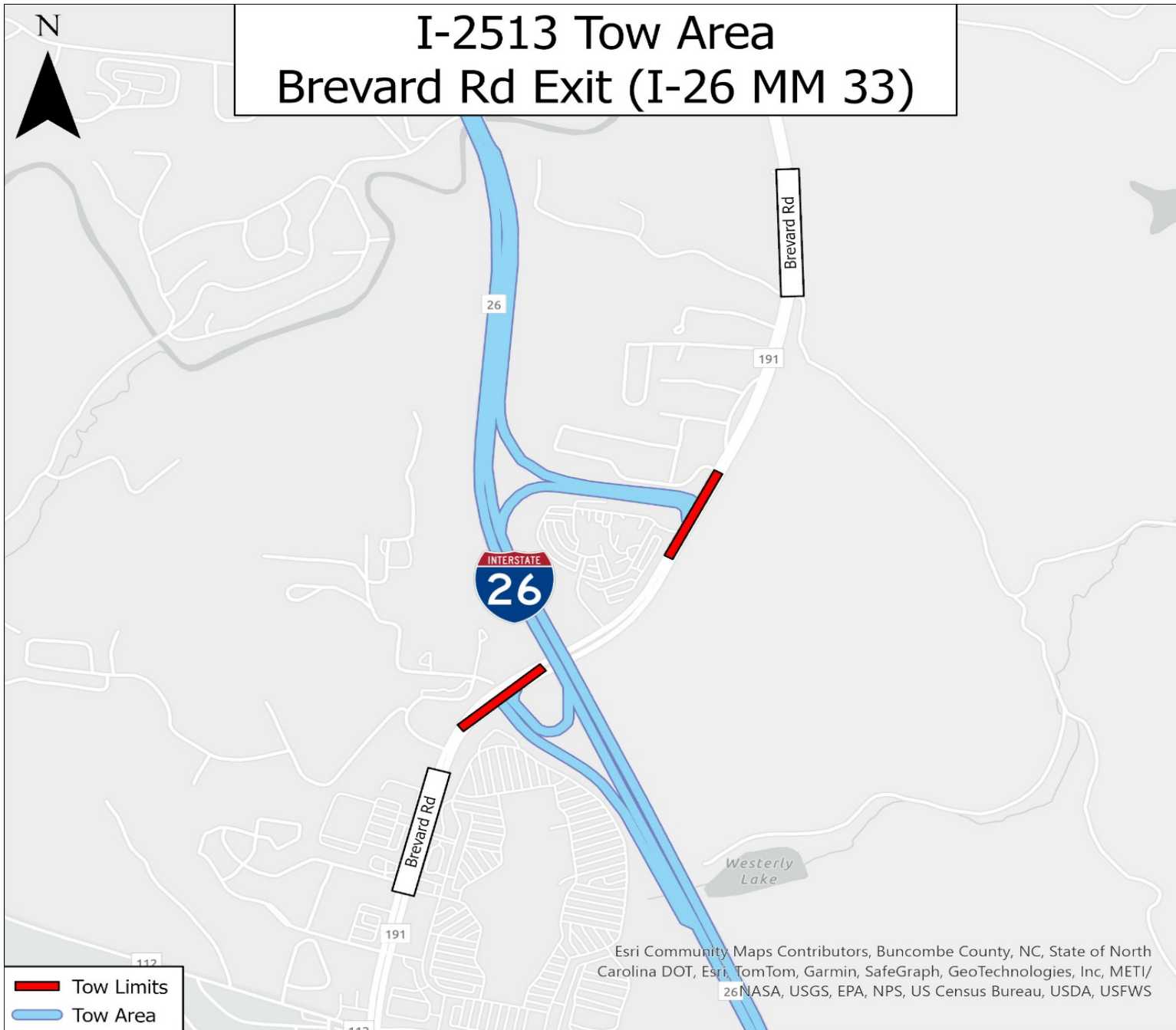
# I-2513 Tow Area NC 191 Interchange (I-40 MM 47)



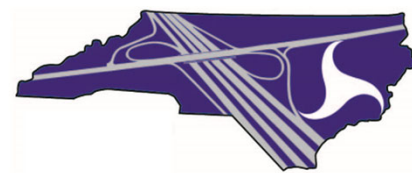
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# I-2513 Tow Area Brevard Rd Exit (I-26 MM 33)



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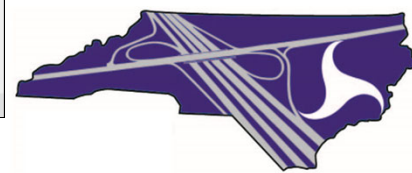




# I-2513 Tow Area NC 146 Interchange (I-26 MM 37)



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-  Tow Limits
-  Tow Area

# Requirements



## **4.15 Storage Facility**

Upon request of the vehicle owner, the Contractor shall return personal property stored in or with a vehicle, whether or not the towing, repair, or storage fee on the vehicle has been or will be paid. Personal property includes any goods, wares, freight, or any other property having any value whatsoever other than the functioning vehicle itself.



Unless notified by law enforcement that the vehicle is being preserved as evidence, the Contractor shall allow insurance adjusters access to the vehicle for inspection at any time during the Contractor's normal working hours.

Wrecker service facilities and equipment, including vehicles, office, telephone lines, office equipment and storage facilities shall not be shared with or otherwise located on the property of another wrecker service (unless that wrecker service has been identified as a subcontractor) and shall be independently insured. Vehicles towed at the request of the NCDOT shall be placed in storage owned and operated by the Contractor. The Contractor shall allow vehicles to be retrieved between the hours of 8:00 a.m. and 5:00 p.m., Monday-Friday, excluding state holidays.

The storage facility for vehicles towed must be located within Buncombe County or within 10 roadway travel miles of access to the tow zone and properly zoned for the storage of vehicles.

This requirement may be met through the use of sub-contractors. Bidders using sub-contractors to meet this requirement, must note this in the "Contract Equipment and Service Provider Information" section of the required forms located in **Attachment B: I-40/I-240/I-26 Light and Heavy Tow and Recovery Program Service Agreement**. Towed vehicles must be stored for thirty-one (31) days before being moved to storage outside of Buncombe County unless authorized by the towed vehicle's owner.

In the event that a law enforcement officer seizes a vehicle pursuant to the DWI Seizure provisions of Chapter 20 of the North Carolina General Statutes, the vehicle shall be towed to the Service Provider's Storage Lot and shall be released only to the State of North Carolina's authorized towing service designated by the Department of Public Instruction. If release to the Vehicle Owner is authorized by court order, impounded vehicles towed under this section will be subject to statutory towing and storage fees and the owner shall pay these fees and charges.



# Insurance Requirements

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor.



# Insurance Requirements Cont.

- The commercial general liability insurance policy or any combination of policies must include the following insurance types and coverage limits:
  - **Automobile Liability** – Bodily injury covering all owned, non-owned and hired automobiles for limits of not less than \$250,000 per person and \$500,000 per accident. Property damage liability for \$100,000 per accident.
  - **On-Hook / Cargo Policy** – In the amount not less than \$250,000 for each Light Duty Wrecker and \$500,000 for each Heavy-Duty Wrecker
  - **Garage Keeper's Policy** – Loss to an auto left in the care, custody or control while the contractor/subcontractor is attending, servicing, parking or storing vehicles for limits not less than \$1,000,000.



# Billing Vehicle Owners

## 4.2.1

### Light Duty Billing

•Establishing standard tow rates will ensure consistency and rectitude when invoicing billable customers. Light-Duty tow rates will apply to all subcontractors and will be reviewed each year. Standard towing, storage, and related rates for billable customers are to be consistent with the allowed fees under the City of Asheville's storage lot fees (updated February 2024) which are:

- Standard tow charge: maximum charge of \$165
- Storage fee: maximum charge of \$30 per day
- After-hours release: maximum charge of \$50
- Dolly: maximum charge of \$50
- 4-Wheel Drive (if required): maximum charge of \$165
- Crash wrap: maximum charge of \$10 per window
- Inside storage per 24-hour period: maximum charge of \$35
- Winching: maximum charge of \$40 per 15 minutes
- Overturned vehicle or rollover: maximum charge of \$250
- Clean-up: maximum charge of \$30 per 15 minutes
- Extra labor: maximum charge of \$25 per 15 minutes



# Heavy Duty Billing

## 4.2.2

### Heavy Duty Billing

•Heavy Duty towing and related fees are to be consistent with industry practice. Contractors shall bill consistent with prior billable service for similar work and such prior billable services shall be subject to review by NCDOT representatives. Contract cost to meet the capabilities and requirements of this contract shall be considered and calculated into the Monthly Service Charge Bid for this contract. Any excessive costs to meet the contract's requirements shall not be passed on to the customer's towing and recovery billing. The City of Asheville's storage lot fees (updated February 2024) will apply to heavy-duty towing as follows:

- Medium duty tow charge: maximum charge of \$225
- Heavy duty tow charge: maximum charge of \$325





# Key Points

- **Towing, storage, and related fees are to be consistent with industry practice.**
- **Contractors shall bill consistent with prior billable service for similar work**
- **Contractor cost to meet the capabilities and requirements of this contract shall be figured into the Monthly Service Charge Bid**
- **Any excessive costs to meet the contract's requirements shall not be passed on to customer's towing and recovery billing.**



# 4.17 – 4.18

## **Towing Management Software**

- The Contractor shall use towing management software (e.g. Towbook). Towing management software must be approved by the Engineer prior to performing work on this contract. The Contractor shall provide NCDOT administrator access rights at no cost to the NCDOT. Access must be provided through an internet interface.

## **Communication Equipment**

- Communication is essential to the successful administration and expectations of this contract. Initial procedures will utilize current telephone communications between the TMCs and the primary Contractor. If a supplemental communication system capable of call recording is utilized by the Contractor or is needed (e.g. VOIP), the Contractor shall provide and maintain adequate equipment for the TMCs to utilize the communications system. The Contractor shall provide the NCDOT administrator access rights to the system at no cost to the NCDOT.



# 5.6

## **Training Requirements**

The Contractor shall ensure tow truck drivers responding to calls initiated by the NCDOT (i.e. STOC or TMCs) are competent and have completed approved tow truck driver training programs.

The awarded contractor and all personnel, including subcontractors, will be required to attend annual NCDOT pre-approved industry-specific training for a minimum of 4 hours after the award of the contract.

Additional training may be required throughout the length contract at the discretion of NCDOT. If training needs are identified, the NCDOT Tow Contract Administrator will provide notice to the tow providers and assist with training coordination.



## 4.9 Capability Requirements and Preferred Equipment

- Responding to up to five multiple-vehicle crashes at the same time
- Single lane up-righting of a vehicle
- Relocation of overturned vehicles from travel lanes through multiple techniques
- Setting up a safe work zone for recovery operations utilizing, at a minimum, advanced warning signs and an arrow board and traffic cones as outlined in the Manual on Uniform Traffic Control Devices (MUTCD)
- Containing and mitigating accidental discharges of motor vehicle fluids (non-cargo), including application of traction enhancement material
- Clearing non-hazardous spilled cargo and debris at crash scenes (utilizing equipment with a bucket and a broom)
- Recovering a vehicle in an area with steep slopes
- Uprighting a vehicle, or shock sensitive or fragile cargo, safely and securely within tight areas (e.g. not accessible by heavy equipment) or challenging topographical conditions



# Safety Tows





## 4.1 Safety Tows

Safety Tows occur when the Contract Towers removes a disabled or wrecked vehicle from the roadway or shoulder of the contract tow zone and relocate it to a safe location (e.g. gas station, restaurant, etc.). In some situations, a safe location could be outside the designated tow zone. Safety Tows should be used to initially clear the travel lanes when a vehicle's owner or legal possessor is requesting a specific wrecker company (e.g. owner's request) and that wrecker company has not arrived on the scene. The contract tower will be utilized to quickly remove the vehicle from the roadway to a safe location after receiving the BIR notification by law enforcement or the NCDOT.

Safety Tows should be used to quickly clear the roadway, roadway shoulders, and potentially hazardous right of way areas of wrecked and disabled vehicles in order to keep the roadway network system open for emergency vehicle response, roadway maintenance, roadway construction, and traffic flow.

Safety Tows are only available for occupied vehicles that need to be relocated out of the roadway or away from a potentially dangerous location within the contract tow zones.

Safety Tows are part of the Monthly Service Charge for this contract regardless of the number of Safety Tows provided during a month. Safety Tows are not billed to the vehicle's owner or legal possessor.

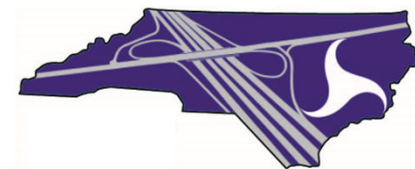
A tow call may begin as a Safety Tow but evolve into a standard tow that has a billable customer. When this occurs the Contract Tower will document the details of the call and provide this information to the NCDOT during scheduled monthly meetings.



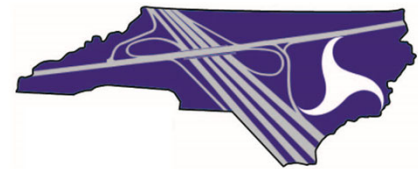
## Safety Tows (continued)

Safety Tows are part of the Monthly Service Charge for this contract regardless of the number of Safety Tows provided during a month. **(Unlimited)**

Safety Tows **are not billed** to the vehicle's owner or legal possessor.



# Performance Measures






**PROJECT SPECIAL PROVISIONS**  
**I-40/I-240/I-26 LIGHT AND HEAVY**  
**TOWING & RECOVERY PROGRAM (TRP)**

## 1. Description of Tasks

The Tow and Recovery Contractor will be notified by the North Carolina Department of Transportation (NCDOT) that they have a request for a tow. **The Tower must have a supervisor/representative who is capable of determining and calling for the necessary tow and recovery equipment on-site within 20 minutes of the official notification from NCDOT. Notice to Proceed (NTP) may be provided by the Law Enforcement Officer or the NCDOT. NTP can be given before all necessary equipment arrives.** The Tower will be required to clear all lanes of travel and remove all debris/vehicles/cargo from all lanes within the Maximum Immediate Removal Times shown in Table 3 and Table 5.



**BEGIN  
IMMEDIATE  
REMOVAL**



# PROJECT SPECIAL PROVISIONS

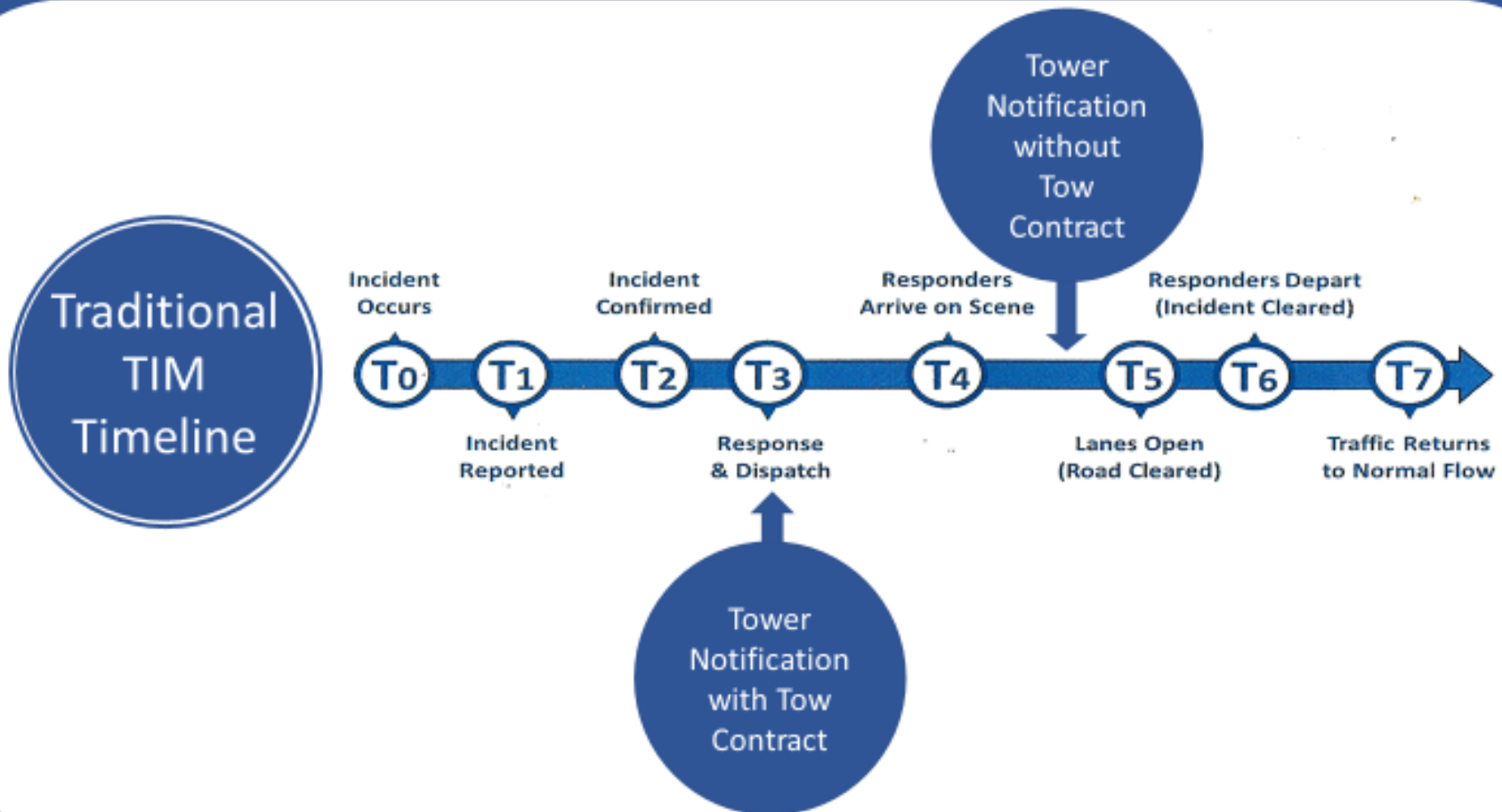
## I-2513 Light and Heavy Towing & Recovery Program (TRP)

### Description of Tasks

The Tow and Recovery Contractor will be notified by the North Carolina Department of Transportation (NCDOT) that they have a request for a tow. The Tower must have a supervisor/representative who is capable of determining and calling for the necessary tow and recovery equipment on-site within 20 minutes of the official notification from NCDOT. Notice to Proceed (NTP) may be provided by the Law Enforcement Officer or the NCDOT. NTP can be given before all necessary equipment arrives. The Tower will be required to clear all lanes of travel and remove all debris/vehicles/cargo from all lanes within the Maximum Immediate Removal Times shown in Table 3 and Table 5.

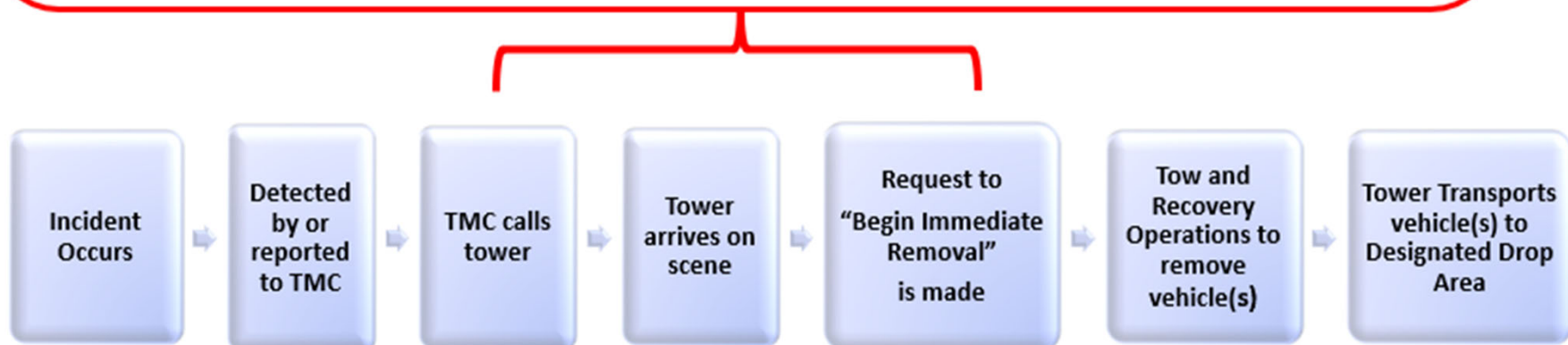


## Timeline Change with a Tow Contract



## Emergency Medical / Investigative Time

*Emergency medical service, fire and rescue service, hazmat response, law enforcement investigation, etc.*



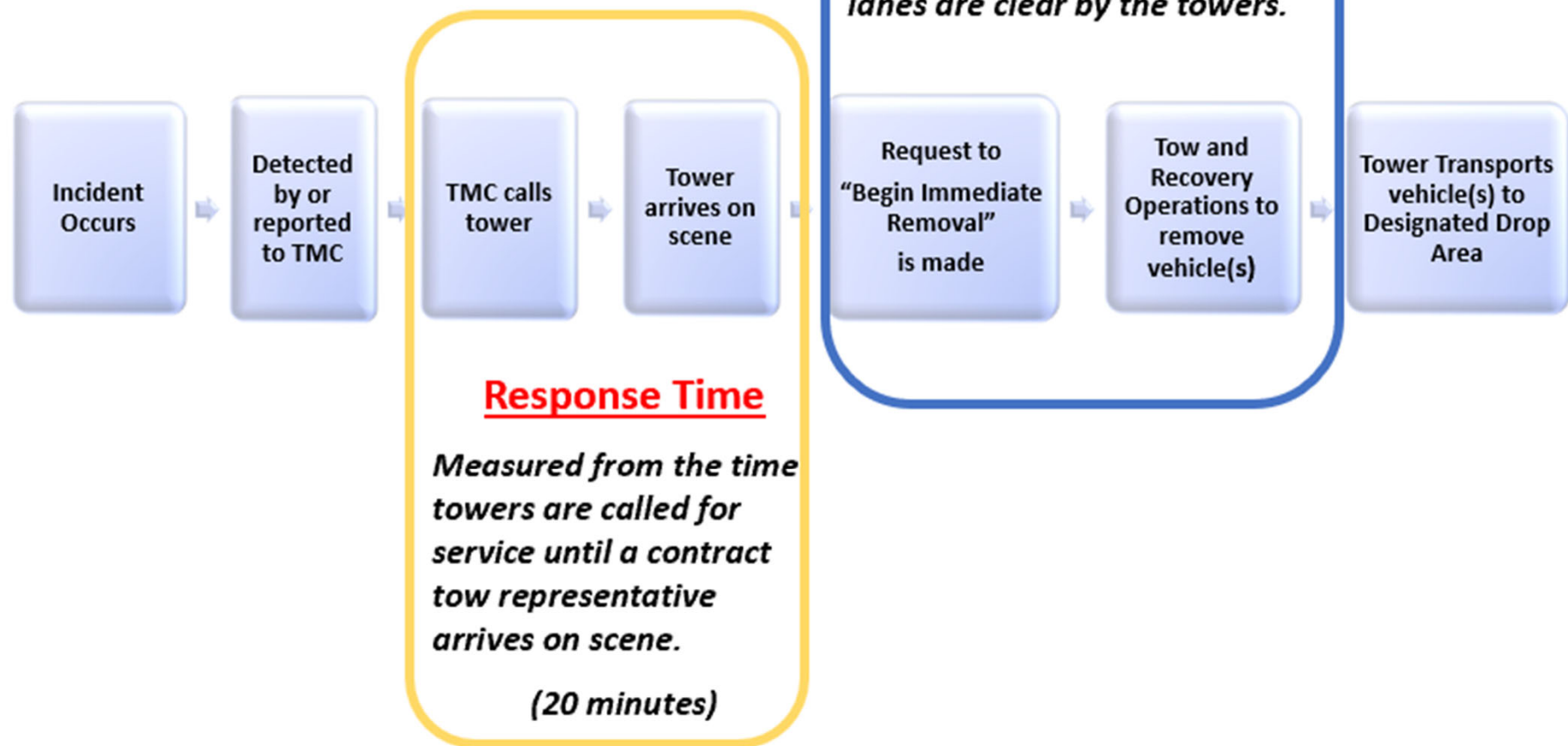
### Response Time

Measured from the time towers are called for service until a contract tow representative arrives on scene.

### Immediate Removal Time

Measured from the time the request for immediate removal is made until the time all travel lanes are clear by the towers.

# Performance Measures





*Table 1 Incident Descriptions*

Category	Type	Description
Minor	Crash	<p>Vehicle crashes (regardless of damage or seriousness of injuries) in which staging, investigation, and recovery is done in a location and fashion that does not disrupt the flow of traffic.</p> <ul style="list-style-type: none"> <li>• Crashes with minimal disruption to the flow of traffic usually involving only property damage. Vehicles can be moved out of the travel lanes under their own power or with minimal assistance.</li> <li>• Crashes that authorize the owner to remove vehicles from the roadway under Fender Bender Laws.</li> <li>• On-scene responders are typically law enforcement, towing companies, and occasionally Incident Management Assistance Patrol (IMAP).</li> <li>• Law Enforcement, IMAP, and other responders have ability to stage and complete investigations out of the travel lanes.</li> </ul>
	Hazard	<p>Vehicles that are not involved in a crash, are not in a travel lane, but are within the right of ways and are:</p> <ul style="list-style-type: none"> <li>• experiencing mechanical issues and cannot be moved under their own power (disabled vehicles).</li> <li>• out of travel lane but in a location that causes a hazard or hinders first emergency response to an incident.</li> <li>• abandoned out of travel lanes for over 24 hours and properly vetted by law enforcement and/or IMAP.</li> <li>• are parked in designated No Parking Zones due to work zone construction.</li> </ul> <p>Debris or lost cargo that is out of the travel lanes but within the right of ways.</p>

Category	Type	Description
Intermediate	Crash	<p>Crashes that typically affect travel lanes until the crashed vehicles are cleared from the roadway. Full roadway closures might be needed for short periods during traffic incident clearance to allow first responders to accomplish their tasks.</p> <ul style="list-style-type: none"> <li>• Involves at least a single lane blockage due to a crashed vehicle. For incentives to apply the crashed vehicles must be removed from the affected lane(s) by a towing vehicle (not IMA). Rear-end chain reaction crashes involving more than two vehicles are categorized as intermediate events unless they involve significant clean-up or serious injuries.</li> <li>• Under certain conditions a vehicle may not be in the travel lane but cause a lane closure due to the staging of emergency vehicles. If these circumstances exist and towers are involved in relocating the crashed vehicles, so that emergency vehicles can clear all travel lanes, towers maybe eligible for intermediate incentives. Each incident will be evaluated based on available documentation (including photos or videos provided by the contract towers). Does not apply if towers create the lane closure due to the positioning of equipment.</li> <li>• Intermediate incidents are not limited to passenger vehicles. Commercial Motor Vehicles may be involved in an intermediate incident if they do not require uprighting, excessive clean-up or other unusual circumstances.</li> </ul> <p>Intermediate incentives will only apply on an interchange if the crash closes the interchange or creates a situation that affects travel on the main travel lanes of the intersecting highways. Crashed vehicles on interchanges will not qualify as an intermediate lane closure if other vehicles are able to travel around them.</p>
	Hazard	<p>Disabled Vehicles in a travel lane that have not been involved in a crash but cannot move under their own power.</p> <p>Hazardous debris, lost cargo, mechanical equipment, or conveyances in a travel lane will be considered a hazard.</p>



Major	Crash	<p>Traffic crashes involving multiple lane closures in one or more directions. Major incidents usually activate predetermined response plans and detour routes. Major light-duty crashes typically involve multiple passenger vehicles, serious personal injuries, or fatalities. These crashes involve closing all or part of the roadway for a significant time.</p> <ul style="list-style-type: none"> <li>• Typically involve overturned commercial motor vehicles.</li> <li>• Crashes involving multiple passenger vehicles could be a major incident if response, investigation, clean-up, and recovery efforts cause multiple lanes closures in one or more directions that under normal circumstances would significantly impact traffic for an extended period.</li> <li>• Traffic fatalities involving more than one vehicle and HAZMAT situations usually are major incidents. However, each incident will be reviewed and categorized based on its individual circumstances and impact on traffic.</li> <li>• Interchange crashes that involve an overturned commercial motor vehicle with a ramp closure.</li> </ul>
	Hazard	<p>Debris, cargo, mechanical equipment, or conveyances that causes multiple lane closures in one or more directions. Conditions, circumstances, and equipment needed to clear the travel lanes will be considered when categorizing an incident as either a light or heavy-duty incentive.</p>

Each incident will be evaluated based on all available documentation (including, but not limited to, photos or videos provided by the contract towers, NCDOT Operations notes, etc.).

NOTE: All terms, categories, types, and descriptions used to determine incident classification and incentive thresholds during the administration of this contract are not meant to be synonymous with similar terms used by other first responding agencies, Traffic Incident Management Terminology, or other NCDOT publications or contracts.



Table 2 Light Duty Performance Measure Requirements and Compensation

LIGHT DUTY		Response Time (minutes)		Immediate Removal Times (minutes)			Disincentive	
Incident Classification		20 or less	>20	Incentive Threshold	Incentive Amount	Maximum Immediate Removal Time	Maximum Removal Time	<i>Applies when Response Times, Removal Times, and Immediate Removal Times are not met.</i>
Category	Type							
Minor	Hazard	Req	Infraction	NA	NA	NA	60 (CFS)	Infraction
	Crash	Req		NA	NA	NA	30 (BIR)	Infraction
Inter.	Hazard	Req		NA	NA	30 (CFS)	NA	Infraction
	Crash	Req		<15 min.	\$500	30 (BIR)	NA	\$250 per 15m and Infraction
Major	Hazard	Req		NA	NA	60 (CFS)	NA	Infraction
	Crash	Req		<30 min	\$1000	60 (BIR)	NA	\$250 per 15m and Infraction
Notes		CFS – (Call for Service) Hazards will not need a BIR so Immediate Removal Time begins at initial CFS) Hazard Type – Vehicles that are not involved in crash but are disabled, in a hazardous location, improperly parked or abandoned. Hazard Type also includes debris or lost cargo. Hazard Type Incidents are ineligible for incentives. BIR – Being Immediate Removal Req - Required						

*Table 3 Maximum Removal and Immediate Removal Times for Incidents*

<b><u>Light Duty Incident Type</u></b>	<b>Removal Time</b>
Minor – Crash	within 30 minutes of receiving the BIR notification
Minor – Hazard	within 60 minutes of receiving the Call for Service
Intermediate – Crash	within 30 minutes of receiving the BIR notification
Intermediate – Hazard	within 60 minutes of receiving the Call for Service
Major - Crash	within 60 minutes of receiving the BIR notification
Major – Hazard	within 60 minutes of receiving the Call for Service

Table 4 Heavy Duty Performance Measures, Requirements, and Compensation

HEAVY DUTY		Response Time (minutes)		Immediate Removal Times (minutes)			Disincentive	
Incident Classification	Category	20 or less	>20	Incentive Threshold	Incentive Amount	Maximum Immediate Removal Time	Maximum Removal Time	<i>Applies when Response Times, Removal Times, and Immediate Removal Times are not met.</i>
		Type						
Minor	Hazard	Req	Infraction	NA	NA	NA	60 (CFS)	Infraction
	Crash	Req		NA	NA	NA	60 (BIR)	Infraction
Inter.	Hazard	Req		NA	NA	45 (CFS)	NA	Infraction
	Crash	Req		<30 min.	\$2500	60 (BIR)	NA	\$250 per 15m and Infraction
Major	Hazard	Req		NA	NA	60 (CFS)	NA	Infraction
	Crash	Req		<75 min.	\$5000	120 (BIR)	NA	\$250 per 15m and Infraction
Notes		<p>CFS – (Call for Service) Hazards will not need a BIR so Immediate Removal Time begins at initial CFS)                      BIR – Being Immediate Removal                      Hazard Type – Vehicles that are not involved in crash but are disabled, in a hazardous location, improperly parked or abandoned. Hazard Type also includes debris or lost cargo.                      Hazard Type Incidents are ineligible for incentives.</p>						

*Table 5 Maximum Removal and Intermediate Removal Times for Heavy Duty Incidents*

<b><u>Heavy Duty Incident Type</u></b>	<b>Removal Time</b>
<b>Minor – Crash</b>	within 60 minutes of receiving the BIR notification
<b>Minor – Hazard</b>	within 60 minutes of receiving the Call for Service
<b>Intermediate – Crash</b>	within 60 minutes of receiving the BIR notification
<b>Intermediate – Hazard</b>	within 45 minutes of receiving the Call for Service
<b>Major - Crash</b>	within 120 minutes of receiving the BIR notification
<b>Major – Hazard</b>	within 60 minutes of receiving the Call for Service



### 3.3 Performance Disincentives

Each Infraction will last for 30 days beginning the day of the offense. Offenses will be reviewed on a case-by-case basis to account for any extenuating circumstances. Generally, the following apply:

*Table 6 Contract Tow Performance Infraction Matrix*

<b>Infraction</b>	<b>Time Period</b>	<b>Penalty</b>	<b>Loss</b>
<b>1<sup>st</sup> Offense</b>	Occurs outside of any Incentive/Disincentive Free Period	30-day Activate Level 1 Probation	None
<b>2<sup>nd</sup> Offense</b>	During a Level 1 Probation	30-day Active Level 2 Probation	10% reduction in Monthly Service Fees for the month the Level 2 Offense occurred
<b>3<sup>rd</sup> Offense</b>	During a Level 2 Probation	30-day Active Level 3 Probation	20% reduction in Monthly Service Fees for the month the 3 <sup>rd</sup> Offense occurred
<b>4<sup>th</sup> Offense</b>	During a Level 3 Probation	30-day Active Level 4 Probation	30% reduction in Monthly Service Fees for the month the 4 <sup>th</sup> Offense occurred and possible contract termination

- **30-day Probation Periods – Day of Infraction is Day 1 – Probation Period ends at midnight of Day 30.**
- **Probation Levels are reduced as prior Probation Periods end (i.e. Level 3 Probation is reduced to Level 2 when the initial Level 1 Probation Period ends).**
- **Time Period Infractions do not apply during Incentive/Disincentive Free Periods**
- **30-Day Probation Period’s Total Day Count will include days during the Incentive/Disincentive Free Period (i.e. A snowy Saturday and Sunday is deemed an Incentive/Disincentive Free Period subsequently a Level 1 Probation Period’s Day 29 and 30 was on the same snowy weekend. Days 29 and 30 will count toward the Level 1 Probation Period’s 30-day term.)**
- **Contract termination applies to the entire tow footprint, not just the zone in which the offense(s) occurred**

## **CONTRACT TIME FOR ID/IQ:**

(2-15-22) 108 SP1 G11

The date of availability for this contract is **January 17, 2025**.

The completion date for this contract is **January 16, 2026**.

Liquidated Damages will not be a part of this contract. Instead, monetary penalties will take place through the use of *Contract Tow Infractions and Performance Disincentives*. Infractions and Disincentives will be in accordance with *Section 4 – Performance Measure Requirements and Compensation*, located in the *Project Special Provisions for Light and Heavy Towing and Recovery Program*, included elsewhere in this contract.

## **CONTRACT PERIOD:**

(10-16-24) SPD

This agreement shall commence on the date of availability and shall be effective for a period of one (1) year. At the option of the Department of Transportation, based on the Contractor's satisfactory performance of the terms contained herein, this agreement may be extended additional periods of one (1) year each up to a maximum total contract time of three (3) years with the same terms and conditions.

The total contract expenditures shall not exceed the maximum purchase order value of \$5.0 million per year. **NCDOT is under no obligation to renew this contract beyond its original one-year term.**

The Contractor shall provide an up-to-date ACORD insurance certificate according to section 107-15 of the *Standard Specifications* upon each contract renewal period and policy renewal.



## SUBLETTING OF CONTRACT

For the purposes of meeting capability requirements, the successful bidder shall not subcontract work under this contract to another individual or company not listed as a subcontractor on the submitted without the written permission of the NCDOT.

All subcontractors must be prequalified. The Contractor is responsible for the performance of its subcontractors.



# What Is Collusion?

*Collusion is a non-competitive, secret, and sometimes illegal agreement between rivals which attempts to disrupt the market's equilibrium. The act of collusion involves people or companies which would typically compete against one another, but who conspire to work together to gain an unfair market advantage.*



# NON-COLLUSION AFFIDAVIT....

The prequalified bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24.....*

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.



# Submitting a Bid



**INSTRUCTIONS TO BIDDERS**

**PLEASE READ ALL INSTRUCTIONS CAREFULLY  
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement may cause the bid to be considered irregular and may be grounds for rejection of the bid.

**TRADITIONAL PAPER BIDS:**

1. Download the entire proposal from the Connect NCDOT website and return the entire proposal with your bid.
2. In accordance with Article 102-3 of the *Standard Specifications*, registration on the Interested Parties List is required unless SP1 G02 Interested Parties List Not Required provision is included in the proposal.
3. All entries on the itemized proposal sheet (bid form) shall be written in ink or typed.
4. The Bidder shall submit a unit price for every item on the itemized proposal sheet. The unit prices for the various contract items shall be written in figures. Unit prices shall be rounded off by the Bidder to contain no more than FOUR decimal places.
5. An amount bid shall be entered on the itemized proposal sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount" column of the form.
6. The total amount bid shall be written in figures in the proper place on the bid form. The total amount bid shall be determined by adding the amounts bid for each item.
7. Changes to any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink. Do not use correction fluid, correction tape or similar product to make corrections.
8. The bid shall be properly executed on the included **Execution of Bid – Non-collusion, Debarment and Gift Ban Certification** form. All bids shall show the following information:
  - a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.  
Corporations that have a corporate seal shall include it on the bid, otherwise write your corporations name in the seal location.
  - b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.
  - c. Name, signature, and position or title of witness.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE ITEMIZED PROPOSAL SHEET ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL BE DELIVERED TO AND RECEIVED IN THE NCDOT DIVISION OFFICE, LOCATED AT 55 ORANGE STREET, BY 2:00 PM ON, DECEMBER 18, 2024.**
12. The sealed bid must display the following statement on the front of the sealed envelope:

**QUOTATION FOR CONTRACT PROPOSAL D13TOW.12541 – I-40/I-240/I-26  
LIGHT & HEAVY TOWING AND RECOVERY PROGRAM IN BUNCOMBE  
COUNTY TO BE OPENED AT 2:00 PM ON WEDNESDAY, DECEMBER 18, 2024.**

**ATTN: CHAD LOFTIS**

As well as the following information:

- a. Name of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
- b. Name of individual or representative submitting bid and position or title held on behalf of the bidder.

# INSTRUCTIONS TO BIDDERS

Contract Page 6

See notes 11-12



# INSTRUCTIONS TO BIDDERS (Cont.)

## Contract Page 7

D13TOW.12541 I-2513AA, ETC.

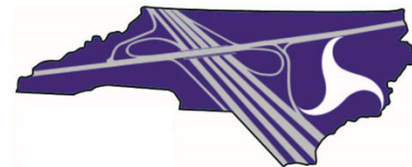
### VII

Buncombe County

- c. Address of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
  - d. SAP Vendor Number of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
  - e. Contractor License Number, if available, of corporation, partnership, Limited Liability Company, joint venture, individual or firm, submitting bid.
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

N. C. DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS, DIVISION 13  
ATTN: GABRIEL JOHNSON  
55 ORANGE STREET  
ASHEVILLE, NC 28801

14. Questions should be emailed 7 calendar days prior to the bid opening to Chad Loftis at [celoftis@ncdot.gov](mailto:celoftis@ncdot.gov). Contact with any other NCDOT personnel concerning this project is strictly prohibited, unless otherwise noted, and may result in bids being considered non-responsive.
- 

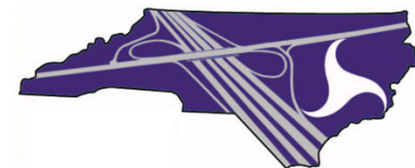


## 3.4 Compensation

### 3.4.1 Monthly Service Fee

The Contractor agrees to be paid a monthly service fee to perform Safety Tows, including disabled vehicles in the roadway, as defined in *Definitions, Acronyms, and Abbreviations*. The monthly service fee also covers other tows and recoveries where a billable service may not occur, or a billable customer may not be present. This fee is fixed regardless of the number of Safety Tows that are performed in the month.

Each bidder must submit a completed ***Attachment A: Proposed Monthly Service Fee*** with their proposed monthly service fee(s).



**ATTACHMENT A**

**North Carolina Department of Transportation  
CONTRACT BID FORM:**

**PROPOSED MONTHLY SERVICE FEE**

**Contract Number:** D13TOW.12541  
**TIP Number:** I-2513AA, I-2513B, I-4700  
**WBS Element:** 34165.3.6, 34165.3.GV2, 36030.3.GV4  
**Description:** I-40/I-240/I-26 Light and Heavy Tow and Recovery Program  
**County:** Buncombe

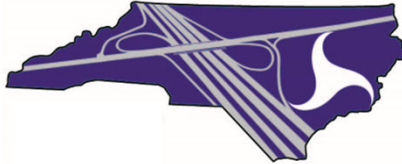
The NCDOT does not guarantee or imply any specific number of tows or other service that will occur during the life of this Contract.

Refer to "Monthly Service Fee" Section for further details on services included under the Service Fee. *Prospective bidders must include a proposed Monthly Service Fee for Removing Abandoned Vehicles and Safety Tows and will be taken into consideration through the evaluation process.*

Line #	Item	Amount Bid
1	Monthly Service Fee	\$

**\*TOTAL BID FOR ALL ZONES: \$** \_\_\_\_\_  
 Total Bid = Twelve (12) Months x Monthly Service Fees (as indicated above)

Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Federal Id: \_\_\_\_\_  
 Contractor's License Number: \_\_\_\_\_ N/A \_\_\_\_\_  
 Authorized Agent: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Witness: \_\_\_\_\_ Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

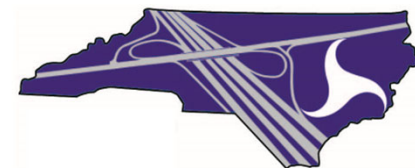




Refer to “**Monthly Service Fee**” Section for further details on services included under the Service Fee. *Prospective bidders must include a proposed Monthly Service Fee for Removing Abandoned Vehicles and Safety Tows and will be taken into consideration through the evaluation process.*

Line #	Item	Amount Bid
1	Monthly Service Fee	\$

**\*TOTAL BID FOR ALL ZONES: \$ \_\_\_\_\_**  
 Total Bid = Twelve (12) Months x Monthly Service Fees (as indicated above)



# Questions

