

**Solicitation Information**  
**January 6, 2016**

**CR-42**

**TITLE: HEAVY TOW PLAN FOR WEATHER EVENTS (RI DEPARTMENT OF TRANSPORTATION)**

**Submission Deadline: June 30, 2016 (Eastern Time)**

Questions concerning this solicitation may be directed to the Division of Purchases at [lisa.hill@purchasing.ri.gov](mailto:lisa.hill@purchasing.ri.gov). Questions should be submitted in a *Microsoft Word attachment*. Please reference CR#42 on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: NO**

**BOND REQUIRED: NO**

Lisa Hill  
Chief Buyer

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three page Bidder Certification Form may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

CR-42

HEAVY TOW PLAN FOR WEATHER EVENTS

The Rhode Island Division of Purchases, on behalf of the Rhode Island Department of Transportation (RIDOT), is soliciting for vendors to provide heavy tow services in Service Areas 8 and 9 as described further in the solicitation. This solicitation will be used to create a blanket agreement to be utilized by RIDOT during winter operations as explained in the attached document, and will coincide with the agreement established for Services Areas 1-7 and awarded under RFQ #7549769 which expires on August 31, 2017.

Interested vendors are invited to submit pricing for on an hourly basis as follows:

1. Hourly Rate, Light Duty Tow Vehicle with Plow \$ \_\_\_\_\_
  
2. Hourly Rate, Heavy Tow without Plow \$ \_\_\_\_\_

Interested vendors are invited to comply with the attached scope and conditions. Proposals, in duplicate, must be returned to the following address, along with the attached certification cover form:

Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill  
Providence, RI 02908

Packages and all documents must be clearly marked with the vendor's name and address and Solicitation Number (CR-42).

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**SCOPE OF WORK**  
**FOR**  
**HEAVY TOWING FOR WEATHER EVENTS**

**1. SCOPE OF WORK**

**A. General Description of Work**

During periods of heavy snowfall and/or icy road conditions heavy-duty vehicles that become immobile create traffic congestion, delays, and stoppages on the state's highways. Additionally, these vehicles pose an additional road hazard for the motoring public as well as snow removal operations and emergency responders.

The work shall consist of providing Heavy Towing Services (HTS), as described herein, on designated segments of state highways. The purpose of this service is to reduce congestion and secondary accidents on selected segments of state highways by the removal of stranded large vehicles that might otherwise create a safety concern during major weather events. It is anticipated that this program will aid in clearing large disabled Commercial Vehicles (CV), including Recreational Vehicles (RV) and relocate them to a safe location.

~~Nine (9)~~ <sup>Two (2)</sup> primary service areas have been identified for this contract.

The RIDOT Transportation Management Center (TMC) and/or the Rhode Island State Police (RISP) shall be the sole entities to call for dispatch of the HTS by either geographic proximity to a vendor or on a rotational basis; the method shall be at the discretion of the RIDOT.

Because the necessity for heavy towing will be concentrated on State Maintained limited access highway and State routes the Tow Operator must have a certain level of Incident Management (IM) training and experience, described later in this document.

**B. Tow Categories**

Towing requirements for the State of Rhode Island are divided into the following Categories:

**Category 1: PASSENGER VEHICLES AND LIGHT TRUCKS**

**Category 2: ALL OTHER VEHICLES UP TO AND INCLUDING HEAVY COMBINATION VEHICLES**

This Contract is requesting On-Call Contractor(s) for all categories of vehicles.

**C. Hours of Operation**

For this contract the selected Contractor(s) will be "On-Call", during major weather events. Therefore, the Contractor(s) shall be expected to be available 24 hours per day, 7 days per week, 365 days per year.

The Weather Events that will initiate the call to a Contractor(s) will be determined at the sole discretion of RIDOT.

Advance notice for preparation will be given whenever possible.

#### **D. Response Requirements**

If selected, the Contractor(s) shall provide a minimum of two contact numbers that can be reached 24 hours per day, 7 days per week, 365 days per year.

In the event of a major weather occurrence, the RIDOT will make two (2) attempts to contact the HTS Contractor(s) for a given Service Area or all Service Areas. The Contractor(s) shall respond to the Department's request as soon as possible but no later than fifteen (15) minutes from the Department's first contact attempt. At that time, if contact has not been made with the first Contractor(s), then the RIDOT and/or RISP may contact the next Contractor(s).

RIDOT will determine an approximate start and end time for the tow plan to take effect (subject to changes as conditions develop). Once a Contractor(s) has acknowledged receipt of the RIDOT's or RISP's call to mobilize, the Contractor(s) shall position himself in the agreed locations with the number of Tow Vehicles as specified in the agreement at the designated start time of the event.

RIDOT will suggest staging areas where available, but the Contractor(s) shall submit preferred staging locations for each Service Area as part of their submittal. The RIDOT shall either agree to these locations or recommend alternate staging locations.

Upon arrival to a removal site, if necessary, the request for additional equipment or support vehicles shall be determined jointly by the Contractor's Operator on site and the Rhode Island State Police if on the scene.

#### **E. Term of Contract**

This Contract shall be awarded to all qualified Tow Companies in accordance with the requirements of this RFP for a duration of two (2) years from the Notice to Proceed (NTP).

This agreement may be renewed by the Department for an additional two (2) years. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

## **2. HEAVY TOW SERVICE AREAS AND HOURS OF OPERATION**

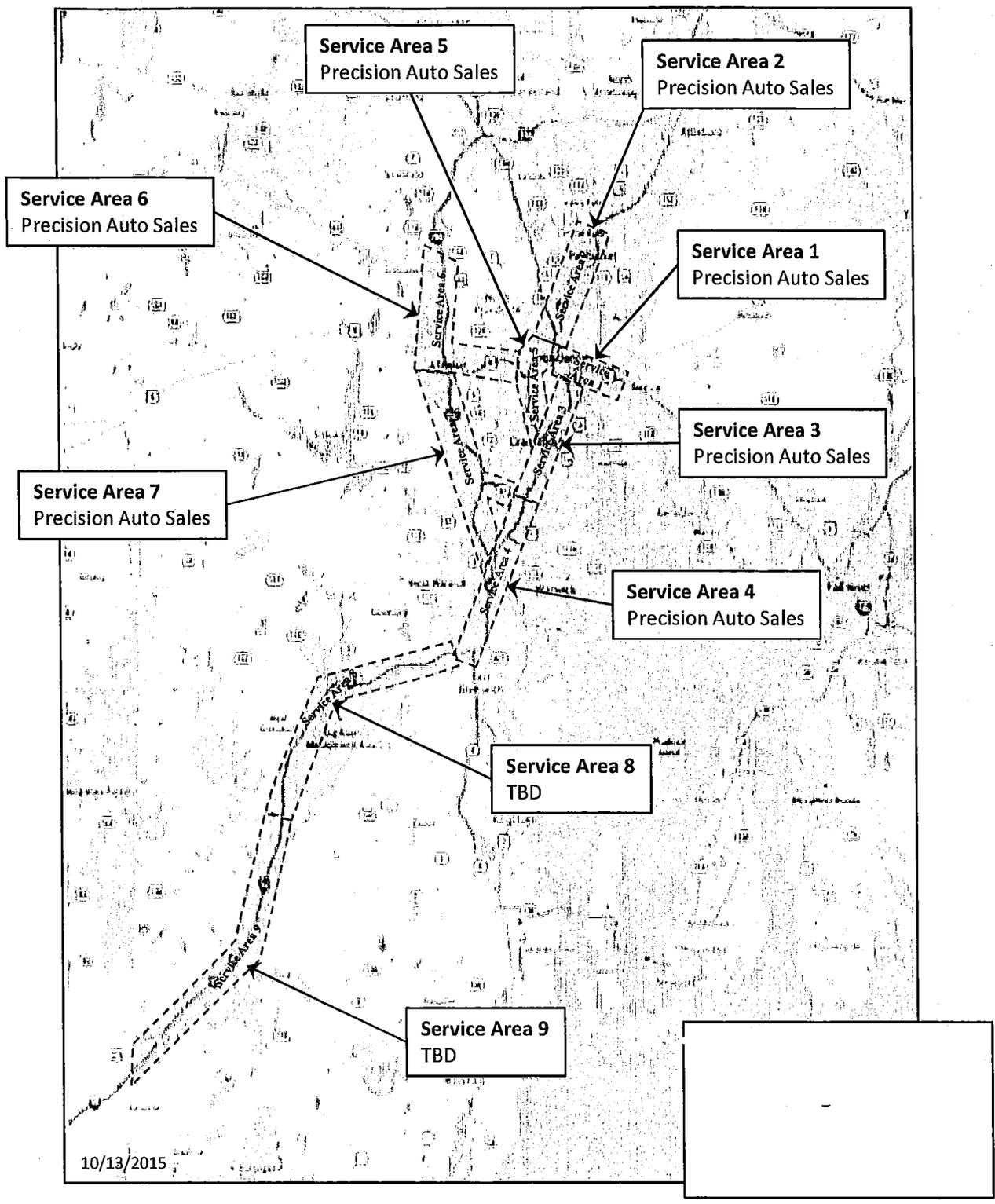
The HTS areas required under this CR-42 are Service areas 8 and 9 as identified on the attached "Figure 1A", and further identified below:

### Service Area 8: I-95

- I-95; Defined as the north and South from Route 4, south to Route 165 (Ten Rod Road).

### Service Are 9: I-95

- I-95; Defined as the North and South from Route 165 (Ten Rod Road) to the Connecticut State Line.



### 3. HEAVY TOW SERVICE INSURANCE AND CERTIFICATION REQUIREMENTS

The following requirements shall be submitted by each Tow Company responding to this solicitation along with their bid:

#### A. Insurance

- General Liability insurance in the amount of \$1,000,000
- Garage Liability and Garage-keepers liability of \$100,000
- Combined single limit bodily injury and property damage of \$750,000
- Workman's Compensation Insurance for all employees

The Contractor(s) shall provide "Proof of Insurance"; this shall be in the form of a Certificate of Insurance, with all company and agent contact information. This Certificate of Insurance shall post the expiration date and said policy shall provide the RIDOT TMC immediate notification of lapsed, expired or cancelled policy. Such policy termination shall constitute grounds for the immediate removal from the approved HTS list.

#### B. Certifications

- NDCP TRAA Level 3 (Heavy Towing), or equivalent, Mandatory
- FHWA TIM Responder Training
- BCI
- Other "vetting" items
- No Bad Towers

#### C. Required Training

- Traffic Incident Management Practices including, including FHWA TIM Training Program:
  - Incident Scene Traffic Safety
  - "Guidelines for the Mitigation of Accidental Discharges of Motor Vehicle Fluids (Non-Cargo)
  - Incident Scene Traffic Control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD)

### 4. CONTRACTOR RESPONSIBILITIES

#### A. General Responsibilities

1. The Contractor(s) shall be solely responsible for the safe and satisfactory performance of all services required by the contract resulting from this Bid.
2. When communicating with the RIDOT and/or the RISP and especially with other agencies, plain language should be used and not predetermined codes or code words, to help in eliminating confusing messages and speed responses.
3. Upon arrival on scene, Contractor shall give a rough estimate to the RIDOT TMC of how long the removal and any necessary clean-up will take. Once more information is acquired

and a more accurate estimate of incident duration is formed, or as conditions change, relay this information to the RIDOT TMC as well.

4. To provide for effective communications with the RISP and the TMC located in the RIDOT facility at 2 Capitol Hill, Providence.
5. To immediately inform TMC Operations of any incidents detected and to provide status updates as to the incident clearance.
6. Request other agency assistance when required or requested.

#### **B. Work Prohibitions**

The success of this HTS program relies heavily on public relations and on the public perception of the program's purposes and operation and; therefore, on the conduct of the Contractor(s) and its operators in performing the program services.

RIDOT has determined that all of the actions listed below would create a negative public image, and present a problem for local law enforcement concerning traffic management and interfere with the operation and success of the program. Therefore, at all times during the performance of the HTS, the Contractor(s) and/or its operators/employees are forbidden to perform any of the following actions:

1. Solicit membership in any commercial/business organization or association, including vehicle repair or service associations.
2. Recommend, or pressure motorists to use, any business (including drop-site businesses) for service on a disable vehicle.
3. Refuse the orders of a law enforcement officer, or any directions the Contract Administrator of his/her designee has provided to the Contractor(s).
4. Leave unattended occupants on the highway until vehicle is moved to a safe area or towed.
5. Accept tips, money, or any other payment or compensation of any kind from the disabled motorists for the service.
6. To travel with any other person in the towing vehicle, unless that person is directly associated with the program, while on a call.
7. Commit traffic violations of any kind including, without limitation, driving under the influence (DUI), speeding, illegal lane changes, or driving on a shoulder (providing there is no other access to the disabled vehicle or incident area).
8. Use the vehicle's yellow warning lights other than as authorized by law. The yellow warning lights shall be activated only when the vehicle is operating on the roadway responding to a hazard.
9. The use of foul language or profanity, including any offensive mannerisms.

10. While on-call for the HTS Program, the use of tobacco products (smoking or chewing) when interacting with the public is expressly prohibited.
11. Utilize a HTS for any purpose other than described herein during an on-call event unless specifically directed and approved by the TMC or RISP to do so.

If any Contractor(s) performs any such prohibited action, or permits or allows its operator(s) to perform such action, that Contractor(s) shall be subject to any corrective action, or penalties described herein, including immediate termination of the contract at RIDOT's option.

In addition, RIDOT will notify the Contractor(s) of any operators/employees who perform such actions and, upon such receipt of such notice; the Contractor(s) shall take immediate action to remove such operators from further performance of HTS program services. Failure of the Contractor(s) to take such action shall subject the Contractor(s) to any corrective action or penalties described herein, including termination of the contract, at RIDOT's option.

The TMC Project Manager, RISP representative, or higher designee, may request a Contractor(s) to provide a different driver for the performance of program services at any time for violation of any operator requirements. Such removal may continue for any length of time the TMC Manager reasonably determines is appropriate under the circumstances. Failure of the Contractor(s) to effect such removal upon such notice shall be cause for corrective action or penalties described herein, including termination of the contract at RIDOT's option.

### **C. Drop Sites and/or Safe Zones**

The RIDOT recognizes the difficulty in locating safe drop-sites and/or safe zones in stretches of the roadway being covered by the HTS program under this contract. All efforts shall be made to move unoccupied disabled vehicles to a safe location on the highway segment with the objective of clearing the CV, RV or any heavy vehicle from the travel lanes in a safe manner.

Towed vehicles will be strategically placed in designated areas that will facilitate an expeditious response during a storm with predicted snowfall or ice conditions that may require vehicles to be assisted or removed from the highway. It will be the responsibility of the Department of Transportation to keep the designated parking storage facilities plowed and clear for operation.

The proposed parking storage facilities focus on the metropolitan areas and areas with high-density vehicle traffic as well as historically known trouble spots. These designated parking storage facilities are located throughout the State and create a quick turn-around time for wreckers assisting and removing disabled vehicles. These locations are:

1. Route 95 - Mass line to Branch Avenue ( Exit 24 )  
PARKING FACILITY: APEX PARKING LOT
2. Route 95 - Branch Avenue to Thurbers Avenue  
PARKING FACILITY: DOA / DOT FACILITY - TWO (2) PARKING LOTS
3. Route 95 - Thurbers Avenue to Exit 9  
PARKING FACILITY: CCRI, WARWICK
4. Route 195 Exit 1 to Exit 2  
PARKING FACILITY: DOA / DOT FACILITY - TWO (2) PARKING LOTS

5. Route 195 Exit 2 to Exit 8  
PARKING FACILITY: EAST PROVIDENCE HIGH SCHOOL  
(Designated as a Shelter by Red Cross)
6. Route 146 and Route 295 to Route 44  
PARKING FACILITY: CCRI LINCOLN  
ADDITIONAL PARKING FACILITY: VISITORS CENTER  
(Route 295 - from the Mass Line to Route 146, Exit 9)
7. Route 295 – Route 44 to Route 37 All of Route 6 , Route 10, and Route 37  
PARKING FACILITY: IMH COMPLEX  
(Route 10 also has the option of CCRI Warwick )
8. Route 295 – from Route 37 to Route 95 / Route 95 - Thurbers Avenue to Exit 7  
(also to include Route 4 )  
PARKING FACILITY: CCRI WARWICK

If parking areas are needed south of Exit 9 on Route 95

1. Route 95 from Exit 9 to Exit 5  
PARKING FACILITY: Park & Ride at Exit 6
2. Route 95 from Exit 4 to CT. State line  
PARKING FACILITY: Park & Ride at Exit 1

It will be the responsibility of the tow vendor to contact the State Police to maintain a record of all vehicles towed.

#### **D. Safety of Vehicle Occupants**

The Contractor(s) shall assist in making provisions to transport all occupants of a disabled vehicle to the shoulder of the road or to the safe zone. Under no circumstances are any occupants or pets in a disabled vehicle to be left unprotected while the vehicle and operator are transported to the shoulder of the road or a safe zone.

If necessary, the HTS operator may contact the TMC for State Police assistance.

#### **E. Documentation and Billing**

The Contractor(s) will be required to fill out a log of each assist and a log of total miles driven each HTS operation for each operator. The Contractor(s) shall submit these logs in chronological order along with billings.

This incident data will then be collected, compiled, and delivered to the TMC after every event.

#### **F. Harassment and Vandalism**

The Contractor(s)/operators shall report all incidents where they are harassed, interfered with, or the program equipment vandalized, to the TMC Program Manager and to the local law enforcement agency over the location where such action(s) occurred.

### G. Payment of Tolls

It will be the Contractor(s) responsibility to pay all required tolls. Tolls will not be reimbursed by the RIDOT.

## 5. GENERAL EQUIPMENT AND OPERATOR REQUIREMENTS

The Contractor(s) must demonstrate that the company has a track record or history of the following:

- The proposing firm itself or someone in their employment has at least (2) two years of Heavy Towing experience and will also be involved in this project.
- That the proposing firm is a Towing Company, which this company is in good standing with the RIDOT.
- The proposing Towing Company shall be required to provide documentation that the firm has agreements with additional Contracting Firms for "*Maintenance of Traffic*" (MOT), a *Construction Crane Rental Company* for heavy dump, refrigerator and flat-bed equipment and a source for *Disposal* of crash debris and non-hazardous freight or payloads.
- The Contractor(s) shall be certified by the RI Towers Association.

The HTS vehicles shall meet the following requirements:

- Vehicle(s) shall be registered in the State of Rhode Island, unless the Contractor(s) receives prior written approval from RIDOT for the use of Vehicles registered in neighboring states.
- The Contractor(s) shall provide documentation that it is either the registered owner of the vehicles, or is the lessee of such vehicles for at least the term of the contract.
- The vehicles must be completely operational, in sound mechanical condition, and in full compliance with applicable legal requirements at all times relative to the performance of the program services.
- The vehicle's exterior shall be reasonably clean, and shall be free of road grime, grease, and articles/equipment not needed for the program. No body damage and/or broken glass shall be permitted on the vehicle while performing the task of HTS.
- The Contractor(s) shall provide one cellular phone to the Tow Operator for communication access to other RIDOT personnel as well as the TMC.
- Each bidder shall identify the Vehicle and the hourly rates for that vehicle that will be utilized for this Contract. See Attachment A - Heavy Tow Vehicle Identification and Rate Sheet.

### A. Specific Operator Requirements

The Contractor(s) must comply with the following specific operator requirements:

1. Each bidder must identify (by full name, date of birth, RI driver's license and CDL license number) the specific individuals that will operate the Tow vehicles under this program and his/her experience in providing such services. See Attachment B - Heavy Tow Vehicle Operator Form.
2. The Contractor(s) has the obligation to demonstrate that the HTS operators have been given the necessary training involving Heavy Vehicle Towing operation, such as certifications and/or training facility with course material and successful completion.
3. The Contractor(s) must notify the TMC Program Manager before the Contractor(s) substitutes any other individual to perform such services, and shall comply with the same requirements regarding such individual.

The Contractor(s)'s operators must meet all of the following requirements at all times relevant to the performance of the HTS program:

1. Tow Operators shall meet all federal, state, and local requirements to operate a commercial Heavy Tow vehicle.
2. All Tow Operators shall be at least 18 years old and pass a BCI criminal background check. Operators who have been convicted of a felony may be rejected.
3. Tow Operators shall maintain a well-groomed appearance at all times.
4. The Contractor(s) shall provide the Tow Operators with clean clothing that will be uniforms and consist of, at a minimum, shirt, pants, jacket, safety vests (RIDOT approved), work gloves, hard hat, safety glasses and steel toe boots.
  - a. All uniforms are to be clean and free of holes at the beginning of each shift. Operators must wear shirts covering their chest and armpits, full length pants, and appropriate shoes.
5. Tow Operators shall not use, be under the influence of, or possess any alcohol or illegal substances during HTS operations. Tow Operators shall not carry firearms, or any device whose primary function is as a weapon, either on their person or in the vehicle.
6. Tow Operators must conduct themselves appropriately, with courtesy, at all times. Swearing, sexual advances, sexual harassment, racial or ethnic jokes, discrimination, rude conduct, or any other activity that is deemed unacceptable by the TMC Project Manager and higher designee, are all prohibited and may result in the contract being voided.
7. Tow Operators shall express a positive, helpful, cooperative attitude when dealing with motorists.

If the Contractor(s) removes an operator, the Contractor(s) shall supply a replacement operator as soon as possible, but not later than within two weeks. The replacement shall meet all operator requirements as identified in this specification.

## 6. PENALTIES AND CANCELLATION

It is understood that the Tow Company agrees to comply with all of the terms and conditions contained in this document. Failure of the Contractor(s)/operators to perform any work/operational requirement may, at the discretion of RIDOT and/or the RISP, result in immediate termination of the Contract.

### ➤ **Minor Offenses:**

Missing or defective required equipment, failure to respond at the time specified, or a motor vehicle citation while on duty, the first offense will be considered a Minor violation.

When the previously listed Minor offense is reported, the following discipline will occur:

Written Notice will be sent and a copy placed in the Contractor(s)s file – **First Infraction**

Written Notice will be sent along with a two (2) cycle suspension – **Second Infraction**

Written Notice will be sent along with a three (3) cycle suspension – **Third Infraction**

### ➤ **Major Offenses:**

Excessive response time or a no show after call is accepted, hiring and utilizing a driver(s) that have not been approved by the RIDOT and/or the RISP, claim for missing property from a vehicle that has been towed, disrespectful language or mannerisms to the general public or a Police Officer or official, will all be considered Major offenses.

When the previously listed Major offense is reported, the following discipline will occur:

Written Notice will be sent along with a Three (3) cycle suspension – **First Infraction**

Immediate Termination and Removal from Tow Operators List – **Second Infraction**

### ➤ **Automatic Removal Offenses:**

Lapse of required insurance, responsible for unnecessary damage to a vehicle being towed, criminal violation and/or indictment by a tow operator and any other violation that the Department may deem major.

When the previously listed offenses are reported, the following discipline will occur:

Immediate Termination and Removal from Tow Operators List – **First Infraction**

This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.

If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination.

If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be documented.

ATTACHMENT "A"

HEAVY TOW VEHICLE IDENTIFICATION AND RATE SHEET

VEHICLE #1: \_\_\_\_\_ MAKE, MODEL & YEAR: \_\_\_\_\_

LIC. No.: \_\_\_\_\_ VIN No: \_\_\_\_\_ GVW: \_\_\_\_\_

SERVICE AREA 8: \_\_\_\_\_

CONTRACTOR PROPOSED STAGING AREA: \_\_\_\_\_

SERVICE AREA 9: \_\_\_\_\_

CONTRACTOR PROPOSED STAGING AREA: \_\_\_\_\_

CONTRACTOR PROPOSED STAGING AREA: \_\_\_\_\_

SERVICE AREA

CONTRACTOR PROPOSED STAGING AREA: \_\_\_\_\_

LI

**ATTACHMENT "B"**

**HEAVY TOW VEHICLE OPERATOR FORM**

Qualifications and Experience: \_\_\_\_\_

List all Tow Operators that will be part of this Contract:

Name: First: \_\_\_\_\_ Last: \_\_\_\_\_

Driver's License No: \_\_\_\_\_ CDL Type: \_\_\_\_\_

State of License is Issued: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Complete Description of Towing Experience: \_\_\_\_\_

Level of Training:

Additional Certifications:

Submit one form for each Operator

**Contract Terms and Conditions**

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## Terms and Conditions

### TERMS AND CONDITIONS

#### INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: \* PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. \* BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. \* SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. \* ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. \* VESSEL OPERATION : (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

#### MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.