



Request for Proposal 08-X-39892

For: Asphaltic Oil & Aggregate Surface Treatment For Div. of Park & Forestry (NJDEP)

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	11/30/07	5:00 PM
Mandatory Pre-bid Conference	N/A	
Mandatory Site Visit	N/A	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	12/12/07	2:00 PM

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

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

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

Using Agency

State of New Jersey
NJDEP Div. of Park and Forestry

Date: November 1, 2007

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Environmental Protection, Division of Parks and Forestry. The purpose of this RFP is to solicit bid proposals for Asphaltic Oil and Aggregate Surface Treatment at State Parks, located throughout the State of New Jersey.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms and Conditions version 07/27/07 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a reprourement of the **Asphaltic Oil and Aggregate Surface Treatment ,NJDEP, Div. of Parks and Forestry** term contract, presently due to expire on **February 29, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T# 0896** at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 BID ERRORS

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

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

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

Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

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

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

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

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

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

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

NEW JERSEY STATE PARKS MAINTENANCE CONTRACT FOR ASPHALTIC OIL AND AGGREGATE SURFACE TREATMENT

- A) The specifications to be used are those contained herein. They shall govern the procedures and work necessary to satisfactorily carry out the intent of the contract.
- B) Maintenance and protection of traffic shall conform to the "Manual on Uniform Traffic Control Devices" and in conjunction with traffic control detail sheets contained herein.
- C) Execution and progress.

3.1 NO SUBCONTRACTING OF THIS CONTRACT IS PERMITTED

3.2 SUBSEQUENT TO AWARD OF THIS CONTRACT, THE STATE REPRESENTATIVE

Shall notify the contractor by telephone with the following information:

- 3.2.1 Project location
- 3.2.2 Required response time
- 3.2.3 Approximate estimate of quantities

3.3 SUBSEQUENT TO AWARD OF THE CONTRACT, THE CONTRACTOR SHALL

- 3.3.1** Furnish all other work required for the layout and construction of the work.
- 3.3.2** The contractor shall not begin work at any location until the location and extent of the work has been verified and approved by the park representative.
- 3.3.3** Begin the construction of the work within ten (10) working days after he receives verbal notification from the park representative.
- 3.3.4** Advise the park representative at least forty eight (48) hours prior to commencement of work.
- 3.3.5** Coordinate the maintenance and protection of vehicular and pedestrian traffic for all work under this contract. All safety set-up shall conform to the "Manual On Uniform Traffic Control Devices" and in conjunction with traffic control detail sheets contained in the MUTCD.
- 3.4** The normal hours for the asphaltic oil and aggregate surface treatment operations will be from 8:00 am to 3:30 pm. The Division of Parks and Forestry reserves the right to adjust these hours due to varying park conditions or scheduled events.
- 3.5** The contractor shall be responsible for cleaning, sweeping or clearing all rubble and other foreign or loose matter immediately prior to the first application of bituminous material. The contractor shall also be responsible for sweeping up all loose or dislodged cover aggregate from the completed surface. This debris or matter shall be disposed of at sites outside of State Park System. Written permission shall be obtained from the property owner on whose property the material or debris is to be placed. Copies of the agreements are to be

furnished to the park representative. The contractor shall also be responsible for maintaining areas occupied by his equipment.

3.6 The contractor and the department recognize that delay in completion of the work at each site or location will result in State losses of not being able to provide park visitors the safe use of park facilities. This could also result in additional cost to the State for inspection, coordination and administration of the contract. Because some of this damage is difficult or impossible to estimate, the parties agree that if the contractor fails to respond to a call within the time specified in section 3.3.3 of this RFP, the contractor shall pay liquidated damages of \$100.00 per calendar day in lieu of the above stated damages. Such liquidated damages shall be paid for each and every day, as hereinafter defined, that he is in default of responding to a call from the department.

3.7 In the event commencement of the work covered by this RFP is requested by the Department of Environmental Protection, Division of Parks and Forestry, and the contractor is unable to perform the work within ten (10) working days after notification, the Director will authorize the department to use any other source to complete the project. The difference in price is to be paid by the defaulting contractor. In the event, the contractor fails to reimburse the State the price difference amount within twenty (20) days from notification, a claim will be made with the contractors bonding company to recover this amount.

3.8 The State reserves the right to postpone a project in its entirety, or halt operations already in progress, due to hazardous road and weather conditions or public inconvenience. Work will not be permitted to continue until such time as conditions are deemed acceptable by the park representative. This decision shall be at the sole discretion of the park representative.

3.9 PUBLIC CONVENIENCE AND SAFETY:

3.10 The contractor shall, at all times, so conduct his work as to result in the least possible obstruction to vehicular and pedestrian traffic. The safety and convenience of the general public and the protection of persons and property shall be as directed by and in cooperation with the park representative.

3.11 Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes and the rules and regulations of the State Department of Labor and Industry shall be observed.

3.12 Except as necessary during actual working hours, and then only with specific approval of the park representative, the contractor shall not occupy with his equipment, materials or personnel, any roadway, sidewalk or parking area within or adjacent to the project that is to be open to vehicular or pedestrian traffic.

3.13 If approved by the park representative, the contractor may use State property adjacent to roadway or parking areas for storage of equipment and materials provided the equipment and materials are placed behind barriers or fences or equipment and materials are stored at a distance away from active traffic which is acceptable to the park representative.

3.14 CHARACTER OF WORKMEN, METHODS AND EQUIPMENT:

3.15 The contractor shall, at all times, employ sufficient labor and equipment to complete a project as per the terms of the contract.

3.16 All workers shall have sufficient skill and experience to satisfactorily perform the work assigned to them. Workers engaged in special work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

3.17 Any person employed by the contractor who, in the opinion of the park representative, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the park representative, be removed forthwith by the contractor employing such person, and shall not be again employed in any portion of the work without approval.

3.18 Should the contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the State representative may suspend the work by written notice until compliance with such orders. The department reserves the right to enforce this provision in conjunction with section 3.6, 3.7 and 3.8 of this RFP.

3.19 All equipment which is proposed to be used on the work shall be of sufficient size and in such a mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to adjacent property, passing vehicles or persons results from its use.

3.20 Equipment shall include a self-propelled power broom, apparatus for heating bituminous material, a pressure distributor, rollers, and aggregate spreading apparatus that can be adjusted to spread at the specified rate, and such other equipment and small tools as may be required.

3.21 COMPACTION EQUIPMENT SHALL CONFORM TO ONE OR MORE OF THE FOLLOWING TYPES:

3.21.1 Pneumatic-tire roller

3.21.2 Dynamic compactor

3.21.3 Three-wheel 10 ton roller

3.21.1 PNEUMATIC-TIRE ROLLER

Pneumatic-tire roller shall be of the self-propelled type consisting of two axles equipped with pneumatic tires mounted so as to completely cover the area to be compacted in a single pass. The wheels on at least one axle shall oscillate vertically, either singly or in pairs. The roller shall have a width of not less than five feet. Wobble-wheel rollers will not be permitted. The wheels shall be equipped with smooth wide tread compactor tires of equal size and diameter, capable of producing a uniform ground-contact pressure on a level, unyielding surface through a range of 60 to 95 pounds per square inch on all wheels. Operating tire contact pressure shall be maintained by the use of ballast, and tire inflation pressure combinations shall not exceed the recommendations of the tire and rim association, incorporated, for the applicable tire size and ply rating. The pneumatic tire roller shall be provided with a device for wetting and cleaning the tires. All tires shall be uniformly inflated so that their respective tire pressures do not vary more than five (5) pounds. Charts and tabulations shall be furnished showing the contact areas and contact pressures for the full range of loading's for the tires used.

3.21.2 DYNAMIC COMPACTOR

The dynamic compactor shall be a vibrating compactor capable of operating at the optimum frequency of vibration required for the aggregate size and type of aggregate being

compacted. Vibratory rollers shall be equipped with a readily visible instruction plate containing the manufacturer's recommended operating frequency, amplitude and roller speed. A calibrated vibrating reed tachometer shall be provided with each roller to permit a mechanical check of the roller vibration control system. Vibratory rollers shall be of the self-propelled type and shall have one or two smooth steel drums vibratory rollers shall have at least two steel drums. Vibratory rollers shall have a static weight of not less than 6 1/2 tons and shall be capable of maintaining the frequency of vibration and the amplitude specified by the manufacturer. The roller shall have two lights mounted on the fenders or one light mounted above the roller so as to be visible from a distance of 200 feet and shall blink when the vibratory system is in operation. A speed indicator in feet per minute or tenths of a mile per hour shall be provided to permit the operator to closely control the rolling speed. Rollers shall be equipped with an automatic vibration disconnect system which will automatically shut off the vibration when the roller is in a stationary position. A mechanical override system shall be provided in the event of temporary failure of the automatic system which shuts off the vibration when the roller is in a stationary position. Rollers shall be equipped with adjustable scrapers to keep the wheels clean and with a means of keeping the wheels moist to prevent bituminous material from sticking to the wheels. Wheels shall also be free of flat areas, openings, or projections which will mar the surface. Rollers shall be capable of reversing without backlash.

3.21.3 THREE-WHEEL 10 TON ROLLER

Three-wheel rollers shall be smooth-faced power rollers, weighing not less than 10 tons and having a load of not less than 330 pounds per inch of width of roller surface when all wheels are in contact with a level surface. The load requirements apply to the rear wheels. There shall be technical literature available giving the weight and dimensions of the rollers to be used. Rollers shall be equipped with adjustable scrapers to keep the wheels clean and with means of keeping the wheels moist to prevent bituminous material from sticking to the wheels. Wheels shall also be free of flat areas, openings or projections which will mar the surface.

3.22 The bituminous distributor shall be so designed, equipped, maintained and operated so that bituminous material at a consistent temperature may be applied uniformly on variable widths of surface up to 15 feet within the specified range. Distributor equipment shall include a tachometer, pressure gauges, a calibrated tank, and a thermometer for measuring temperature of tank contents. Accurate thermometers shall be so placed and installed in the truck body so as to indicate the temperature of the bituminous material contained therein.

3.23 The bituminous distributor equipment shall be equipped with a separate power unit for the pump, and full circulation spray bars adjustable laterally and vertically.

3.23.1 The following shall be furnished with each distributor:

- a. Gauging sheet which shows the number of the truck body, the capacity thereof, and an outage table in increments of not over 1/2 inch. This gauging steel must be certified by the New Jersey Department of Law and Public Safety, Division of Weights and Measures.
- b. Metal rod with accurate 1/4 inch divisions, having the inch divisions more prominently marked, consecutively numbered starting with the first inch at the bottom. The rod shall be not less than 1 foot longer than the diameter of the tank.
- c. Slip-proof steps with handrail to reach ground level.
- d. Slip-proof catwalk with handrail, running along the top of the tank.

- e. Slip-proof steps with handrail, leading from catwalk to the dome.
- f. Fire extinguisher in working order.

3.24 All tanks used for bulk storage, distribution, or delivery of bituminous materials shall be equipped with sampling valves and devices as hereinafter prescribed. Safe and convenient access shall be provided to all sampling valves.

3.24.1 Bulk storage tanks equipped with mechanical agitators, air agitators, or circulating lines shall be provided with a submerged valve. On horizontal tanks, the valve shall be in the lower half of an end bulkhead. On vertical tanks, the valve shall be located in the lower half of the side and at least 3 1/2 feet from the bottom.

3.24.2 Bulk storage tanks not equipped with agitating devices shall be provided with three submerged sampling valves, located in the top, middle and lower third of the side of a vertical tank, and of an end Bulkhead of a horizontal tank. The uppermost valve shall be at least 3 feet from the top of the tank, and the lowest valve shall be at least 3 1/2 feet from the bottom.

3.24.3 Distribution tanks and delivery vehicle tanks shall be provided with either a submerged valve mounted in the lower half of a bulkhead, or with a valve inserted in the distributor line. The valves shall be labeled "sampling valve".

3.25 CONSTRUCTION

3.26 A test strip is to be completed with the material distribution equipment, aggregate spreading equipment and compaction equipment prior to the commencement of production operations. Production operations may begin after it is determined that the specified material placement and compaction requirements can be obtained. The park representative, in his sole discretion, will make this determination.

3.27 Bituminous material shall be applied when the surface is dry, firm, cured and, otherwise acceptable, only from April 1 to November 1 and when the ambient temperature in the shade and away from artificial heat is above 50 degrees F.

3.28 The existing surface shall be cleaned of all dirt and other foreign or loose matter immediately prior to the first application of bituminous material. This matter shall be disposed of in accordance with section 3.5. of this RFP. Where dirt remains that cannot be removed by the use of power brooms and/or power blowers and at the option of the park representative, the surface shall be flushed with water and allowed to dry. All holes and surface failures shall be repaired in advance of the treatment.

3.29 BITUMINOUS TREATED SURFACES

Bituminous treated surfaces shall be prepared for surface treatment. All necessary patching will be the responsibility of the Division of Parks and Forestry. Where there are indications of unstable foundation or base failure, excavation will be made to the depth required, and the unstable material removed and replaced with patch material. The surface will be patched with plant mixed bituminous mixture by cutting out the present pavement so as to form square openings with vertical sides. The openings will be cleaned out and painted with a bituminous tack coat material then filled with patch material which will be compacted. The tack coat material is to be composed of emulsified asphalts conforming to section 3.29.1 of this RFP.

3.29.1 EMULSIFIED ASPHALTS

Emulsified asphalts of the rapid setting (RS), medium setting (MS) and slow setting (SS) types shall conform to AASHTO M 140. Cationic Emulsified asphalts of the rapid setting (CRS), medium setting (CMS) and slow setting (CSS) types shall conform to AASHTO M 208.

3.29.2 CERTIFICATION OF COMPLIANCE IS AS FOLLOWS

3.29.2.1 The park representative may request the submission of Certifications of Compliance for any or all materials. Materials as specified will be accepted on the basis of Certificates of Compliance stating that such materials fully comply with the requirements of this RFP. The form of Certificates of Compliance shall be approved by the park representative.

3.29.2.2 Materials used on the basis of Certifications of Compliance may be sampled and tested at any time and if found not to be in conformity with the RFP requirements, will be subject to rejection whether in place or not. The contractor shall require the manufacturer or supplier to furnish two (2) copies of original signature Certificates of Compliance with each delivery of materials. Both copies shall be furnished to the park representative.

3.29.2.3 Certificates of Compliance shall contain the following information:

- a) Project to which the material is consigned.
- b) Name of contractor to which material is supplied.
- c) Kind of material supplied.
- d) Quantity of material represented by the certificate.
- e) Means of identifying the consignment, such as label marking, seal number, etc.
- f) Date and method of shipment.
- g) Statement that the material has been tested and found in conformity with the pertinent contract requirements stated in the certificate.
- h) Signature of a person having legal authority to bind the supplier.
- i) Signature attested to by a notary public or other properly authorized person.

3.29.2.4 Payments related to materials specified shall not be made until the park representative has in his possession an acceptable Certificate of Compliance.

3.29.2.5 The State reserves the right to test any materials used on the project in a state owned laboratory to verify material compliance. The State reserves the right to reject materials and any payments due for non-complying material or failure to submit certificates of compliance.

3.30 BITUMINOUS MATERIAL AND AGGREGATE SHALL BE APPLIED BY ONE OF THE FOLLOWING METHODS:

3.30.1 METHOD 1 DOUBLE COAT APPLICATION

The first application of bituminous material shall be applied by pressure distributors at a uniform rate of 0.4 gallon per square yard. Each width of spread shall not be less than half of the surface to be treated. Areas which are inaccessible to the distributor shall be treated either with hand sprays or pouring pots. If less than the full width is being treated, the aggregate shall not be spread on the inside 6 inches of either first or second application until the adjacent area has been treated. Immediately after each application of bituminous material has been made, it shall be covered uniformly with size no. 6 or 67 aggregate. The aggregate shall be free of surface moisture except when asphalt emulsion is used as the bituminous material. The aggregate shall be spread from trucks equipped with mechanical spreaders or self-propelled mechanical spreaders, at a rate of 25 pounds per square yard. The second application of bituminous material shall be applied in the same manner as the first application at a uniform rate of 0.5 gallon per square yard. Aggregate size No. 8 shall then be spread in the same manner as the first application at a rate of 25 pounds per square yard. Immediately after each application of cover aggregate, uniform coverage shall be achieved by hand-brooming. Additional aggregate shall be placed by hand on thin or bare areas.

3.30.2 METHOD 2 SINGLE COAT APPLICATION

This method shall be used when only 1 single coat application is required and shall be applied following all the procedures described in method # 1 with bituminous material being applied at a uniform rate of 0.45 gallons per square yard & covered with no.8 aggregate at a rate of 25 lbs. per square yard.

3.31 Immediately after spreading the cover aggregate and hand-brooming where required, the entire surface shall be rolled, beginning at the edges and progressing to the center. Initial rolling shall be done with steel wheel rollers or by pneumatic tire rollers followed by a minimum of three complete coverages with the pneumatic tire roller. The first application of bituminous material and aggregate shall be allowed to cure for such length of time as required before the second application. The same rolling and curing procedures required in making the first application of bituminous material and cover aggregate shall be repeated in making the second application.

3.32 Cleanup shall include sweeping up all quantities of loose or dislodged cover aggregate from the completed surface and along the edges of the completed surface and disposing of the material in accordance with section 3.5 of this RFP.

3.33 Slow moving vehicular traffic may be permitted to use areas after the bituminous material has been covered with aggregate and cured at the discretion of the park representative. Traffic shall be controlled and at reduced speeds.

3.34 MATERIALS

Aggregates for bituminous surface treatment shall be in conformance with the following:

3.34.1 Coarse aggregate for cover material for bituminous surface treatment shall be broken stone, washed gravel, blast furnace slag and boiler slag conforming to sections 3.35, 3.36, 3.37 and 3.38 of this RFP. Gradation of the aggregates shall meet the requirements as shown in "Table for Standard Sizes of Course Aggregate" as referenced on page 20 of this RFP.

3.34.2 Fine aggregate for cover material for bituminous surface treatment shall be composed of natural and, hard durable pebbles, crushed stone or stone sand, to be mixed in such proportions that the material will conform to the grading requirements specified below:

Sieve Size	Percent
1".	100
No. 8.	65 - 100
No 50.	10 - 30
No. 200	0 - 7

3.35 Broken stone shall be uniform in texture and quality, and shall conform to sections 3.45 and 3.46 of this RFP and to the following quality requirements:

	Maximum Percent
Weathered and decomposed stone	5
Broken stone other than classification approved for use	5
Flat or elongated pieces for graded material no. 57 & larger	7
(Length greater than 4 times maximum thickness or width)	
Absorption in cold water	
No. 8 and larger	1.7
Nos. 89 and 9	1.8
Sodium sulfate soundness, loss	
Ledge rock	10
Graded sizes	10
Adherent fines in coarse aggregates	
Bituminous concrete	1.5
Portland cement concrete	1.0

The percent of wear (Los Angeles test) shall be as follows for various uses:

	Maximum Percent
Bituminous concrete surface course, top layer	40
Bituminous concrete surface course, bottom layer.	45
Bituminous-stabilized base course.	45
Concrete surface course and bridge decks	40
Concrete, other.	50

Types of rock permissible for use in white concrete shall be free from dirt and discoloring matter. The geologic classifications are as follows:

Argillite shall mean a thoroughly indurated and cohesive rock composed predominantly of silt size or smaller particles of clay, quartz and feldspar or the fine grained thermal re-crystallization products of this assemblage (hornfels). It shall be bedded thickly enough so as to break into thin pieces at plane stratification.

Carbonate rock shall mean a thoroughly indurated and cohesive rock composed predominantly of calcite and dolomite, bedded thickly enough so as not to break into thin pieces at planes of stratification. Minerals insoluble in hot hydrochloric acid shall be discrete grains of quartz, clay and mica.

Gneiss shall mean a metamorphic rock consisting principally of quartz and feldspar. It shall have a dense structure and shall not break into thin pieces at lines of stratification and shall have a uniform distribution of minerals.

Granite shall mean as equigranular or porphyritic igneous rock consisting principally of quartz and feldspar. It shall be of medium or fine grain texture.

Quartzite shall mean a metamorphic rock composed principally of quartz. It shall be quarried so that only the nonarkosic, uniformly compacted quartzites are included in the graded products, and shall not be schistose in structure.

Trap rock shall mean either basalt or diabase. It shall have a distribution of constituent minerals.

3.36 Washed gravel shall either be crushed or uncrushed as specified.

The gravel shall conform to sections 3.45, 3.46 and 3.47 of this RFP and to the following quality requirements:

	Percent
Sodium sulfate soundness, loss	10 max.
Soft particles as determined by scratch hardness test	5 max.
Absorption in cold water	
No. 8 size and larger	1.7 max.
Nos. 89 and 9	1.8 max.
Clay lumps, organic material, coal and other foreign or deleterious matter	.
(Percent by weight or volume whichever is greater)	0.5 max.
Sea salt	
Crushed gravel material with at least one fractured face	0.2 max.
(Nickel gravel will not be considered crushed)	60 min.
Adherent fines in coarse aggregates	
Bituminous concrete	1.5 max.
Portland cement concrete	1.0 max.

The percent of wear determined in accordance with the Los Angeles test shall be as specified for the various uses, except that the percent maximum loss for quartz gravel shall be 50 percent. Quartz gravel shall mean a material composed of natural pebbles of which the overwhelming majorities are coarsely crystalline quartz. The individual crystals within each pebble shall be inter-grown into a tenacious, nonporous, interlocking texture which fractures as a single unit.

Note: when the sodium sulfate soundness and scratch hardness tests total 10 percent or more, a petrographic analysis will be made to determine the amount of unsound and weathered material. Unsound and weathered materials shall not be more than 10 percent by weight.

3.37 Blast furnace slag shall be the air-cooled residue resulting from the production of pig iron and shall consist of tough, durable angular fragments uniform in density, absorption, quality, and shall be free from flux stone, dirt or other objectionable material. The slag shall conform to sections 3.45, 3.46 and 3.47 of this RFP and to the following quality requirements:

Weight per cubic foot (loose measure), lbs.	60 min.
Percent of wear (Los Angeles test)	50 max.
Sulfur , percentage by weight	1 max.

Blast furnace slag used as dense graded aggregate material, the gradation and percentage of wear shall be as specified for that item.

3.38 Boiler slag shall be fused water-cooled residue from the combustion of pulverized or powdered coal used in generating plants or from refuse incinerating plants, the color of which shall be black or nearly black. The gradation of boiler slag shall conform to size No. 10. the boiler slag shall conform to sections 3.45, 3.46 and 3.47 of this RFP and the following quality requirements:

Weight per cubic foot (loose measure), lbs	85 min.
Specific gravity (bulk)	2.80... min.
Absorption in cold water, percent	1.2 max.
Percent of wear (Los Angeles test)	50 max.

TABLE FOR STANDARD SIZES OF COARSE AGGREGATE

SIZE NUMBER	NOMINAL SIZE SQUARE OPENINGS	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS), PERCENTAGE BY WEIGHT								
		4"	3-1/2"	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"
	(1)	4"	3-1/2"	3"	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"
1	3-1/2 to 1-1/2	100	90-100	-----	25 -60	-----	0 -15	-----	0 - 5	-----
2	2 1/2 to 1-1/2	-----	-----	100	90-100	35-70	0 -15	-----	0- 5	-----
	(1)									
24	2-1/2 to 3/4	-----	-----	100	90-100	-----	25-60	-----	0-10	0-5
3	2 TO 1	-----	-----	-----	100	90-100	35-70	0-15	-----	0-5

(1) In inches, except where otherwise indicated. Numbered sieves are those of the United States Sieve Series.

SIZE NUMBER	NOMINAL SIZE SQUARE OPENINGS	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS), PERCENTAGE BY WEIGHT							
		2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	No.4
	(1)	2 1/2"	2"	1 1/2"	1"	3/4"	1/2"	3/8"	No.4
357	2 to No. 4	100	95-100	----	35-70	-----	10-30	-----	0-5
4	1-1/2 to No. 3/4	-----	100	90-100	20-55	0-15	-----	0-5	-----
67	1-1/2 to No. 4	-----	100	95-100	-----	35-70	-----	10-30	0-5
5	1 to 1/2	-----	-----	100	90-100	20-55	0-10	0-5	-----
56	1 to 3/8	-----	-----	100	90-100	40-75	15-35	0-15	0-5

SIZE NUMBER	NOMINAL SIZE SQUARE OPENINGS	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS), PERCENTAGE BY WEIGHT							
		1 ½"	1"	¾"	½"	3/8"	No.4	No. 8	No. 16
	(1)	100	95-100	-----	25-60	-----	0-10	0-5	-----
57	1 to No.4	100	95-100	-----	25-60	-----	0-10	0-5	-----
6	¾ to 3/8	-----	100	90-100	20-55	0-15	0-5	-----	-----
67	¾ to No. 4	-----	100	90-100	-----	20-55	0-10	0-5	-----
68	¾ to No. 8	-----	100	90-100	-----	30-65	5-25	0-10	0-5

(1) In inches, except where otherwise indicated. Numbered sieves are those of the United States Sieve Series

SIZE NUMBER	NOMINAL SIZE SQUARE OPENINGS	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS), PERCENTAGE BY WEIGHT							
		¾"	½"	3/8"	No. 4	No. 8	No. 16	No. 50	No. 100
	(1)	100	90-100	40-70	0-15	0-5	-----	-----	-----
7	½ to No. 4	100	90-100	40-70	0-15	0-5	-----	-----	-----
78	½ to No. 8	100	90-100	40-75	5-25	0-10	0-5	-----	-----
8	3/8 to No. 8	-----	100	85-100	10-30	0-10	0-5	-----	-----
89	3/8 to No. 16	-----	100	90-100	20-55	5-30	0-10	0-5	-----
9	No. 4 to No. 16	-----	-----	100	85-100	10-40	0-10	0-5	-----
10	No. 4 to 0 (2)	-----	-----	100	85-100	-----	-----	-----	10-30

(1) In inches, except where otherwise indicated. Numbered sieves are those of the United States Sieve Series

(2) Screenings.

3.39 Bituminous concrete for patch may be used either as a hot mixture direct from a mixing plant or cold from a stockpile at temperatures as low as 15 degrees F. In addition, all mixtures shall be sufficiently workable to allow spreading and raking for a period of at least 6 months when stockpiled and shall be sufficiently stable after compaction to carry traffic without undue marking or displacement.

3.39.1 Materials for bituminous concrete patch will conform to the following:

3.39.1.1 Coarse aggregate for top layer of bituminous concrete surface course (total retained on No. 8 sieve) shall be broken stone or crushed gravel. Broken stone shall conform to section 3.35 of this RFP except that carbonate rock shall not be used. Carbonate rock may be used for the top layer in areas other than the traveled way. Crushed stone shall conform to section 3.36 of this RFP except that it need not be washed and it shall contain not more than 50 percent of total carbonates. Coarse aggregate for bottom layer of bituminous concrete surface course (total retained on No. 8 sieve) shall be broken stone or crushed gravel conforming to sections 3.35 or 3.36 of this RFP respectively, except that the gravel need not be washed.

3.39.1.2 Reclaimed asphalt pavement (RAP) shall pass a 2 1/2 inch sieve. The bituminous material contained in the RAP shall be asphalt contaminating substances. The coarse aggregate contained in the RAP shall conform to the requirements for coarse aggregates in the bituminous mixture being produced. The fine aggregate contained in the RAP shall conform to the quality requirements in subpart (C) below.

3.39.1.3 Fine aggregate for top and bottom layers of bituminous concrete surface course shall be stone sand or natural sand. Stone sand shall be argillite, gneiss, granite, quartzite or trap rock conforming to the quality requirements in section 3.35 of this RFP, however, not more than 15 percent based on oven dry weight shall pass the No. 200 sieve. When the percent passing the No. 200 sieve exceeds 15 percent, use of the stone sand will be permitted if blended with natural sand so that the combination contains no more than 15 percent passing the No. 200 sieve based on stockpile samples, oven dried and theoretically combined. Each sand source used shall be fed into the plant through a separate cold feed hopper.

Natural sand shall consist of material composed of predominantly angular particles of quartz or other hard durable minerals conforming to the following quality and gradation requirements:

	Maximum Percent
MICA	2.0
Absorption, Cold Water	2.0
Sodium Sulfate Soundness, loss	5.0
Clay and Clay lumps as determined by AASHTO T 88	5.0

SIEVE SIZE	Percent
3/8	100
No. 4	95-100
No. 8	80-100

Natural fine aggregates for top layer of the surface course shall be washed and graded products. After washing, not more than a total of five (5) percent based on oven dry weight shall pass the No. 200 sieve. In lieu of the above requirements for gradation and washing, the appropriate provisions of ASTM C 33 may be substituted, except that not more than a total of 5 percent based on oven dry weight shall pass the No. 200 sieve.

3.39.2 Mineral filler for bituminous concrete shall be carbonate rock, trap rock, fly ash or other inert mineral matter, free from lumps and foreign materials, and shall conform to the following:

Fly ash shall conform to ASTM C 593 except that the loss on ignition shall be not more than 10 percent and the combined content of silica and aluminum oxide shall not be less than 50 percent.

Mineral filler shall be of such quality that a bituminous mixture containing the filler shall retain 70 percent of its initial strength after an immersion cycle of 14 days when prepared in accordance with AASHTO T 165. The mineral filler shall conform to the following grading requirements:

SIEVE SIZE	Percent
No. 50	95-100
No. 200	70-100

3.39.2.1 Cut-back asphalts shall conform to section 3.29.1 of this RFP. The grades shall be MC 250 OR MC 800 and shall contain an anti-stripping additive.

3.39.2.2 Inverted emulsified asphalt of the medium curing (IEMC) type shall be prepared using a suitable grade of medium curing cut-back asphalt conforming to section 3.29.1 of this RFP, with the necessary water and emulsifier required. The asphalt emulsions shall be homogenous and shall conform to the following:

	IEMC-250	IEMC-800
Miscibility	Not miscible	Not Miscible
Settlement, % Max.	1	1
Freezing (all grades)	Shall remain	Homogeneous
Kinematic viscosity		
140 deg F Centistokes	250 - 500	800 - 1600
Distillation		
Asphalt content, % Min	67	74
Water, %	3 - 10	3 - 10
Solvent (by difference) % Min.	15	8
Residue from distillation		
Specific gravity at 60 Deg F/60 Deg F Min	1	1
Penetration at 77 Deg F	120 – 250	120 - 250
Ductility at 77 Deg F, CM Min	100	100
Solubility in CCL 4,% Min	98	98
Ash, % Max	1	1

3.39.2.3 Composition of the bituminous concrete patch mixture shall be composed of aggregates and bituminous materials combined in such proportions that the resulting composite blend will meet the Following:

SIEVE SIZE	Total Percent
1/2"	100
3/8"	80 – 100
No. 4	55 – 75
No. 8	30 – 60
No. 50	10 – 30
No. 200	4 – 10
Residual Bitumen Content %	5.5 – 7.5

In calculating the percentages of aggregates of the various sizes, the bituminous material is excluded.

Note:

Material passing the No. 200 sieve may consist of fine particles of the aggregate or mineral filler, or both. Material passing the No. 40 sieve shall be non plastic when tested in accordance with AASHTO T90.

3.39.2.4 The aggregate shall be surface dry at the time of mixing, however, its temperature shall not exceed 250 Degrees F The temperature of the bituminous material shall not exceed 170 Degrees F. The temperature of the components and the mixing time shall be such that a minimum of 90 percent of the aggregate is coated when tested.

3.40 Bituminous materials shall either be cut-back asphalts, emulsified asphalts or inverted emulsified asphalts.

3.40.1 Cut-back asphalts shall be grades RC-250, RC-800, RC-3000, MC-250, MC-800 and MC-3000 and shall conform to section 3.29.1 of this RFP.

3.40.2 Emulsified asphalts shall be grades RS-1, RS-2, CRS-1 AND CRS-2 and shall conform to section 3.29.1 of this RFP.

3.40-3 Inverted emulsified asphalts shall be grades IEMC-250 and IEMC-800 and shall conform to section 3.39.2.2 of this RFP.

3.41 The range of application temperatures in Degrees F shall be as follows:

<u>Grade</u>	<u>Temperature range</u>	<u>Grade</u>	<u>Temperature range</u>
RC - 250	170 – 200 Deg	RS 1	70 – 140 Deg
RC - 800	205 – 235 Deg	RS 2	125 – 185 Deg
RC - 3000	235 – 265 Deg	CRS- 1	70 – 140 Deg
MC - 250	170 – 200 Deg	CRS- 2	125 – 185 Deg
MC - 800	205 – 235 Deg	IEMC- 250	125 – 175 Deg
MC - 3000	235 – 265 Deg	IEMC- 800	150 – 185 Deg

The purpose of the foregoing chart is to indicate temperature ranges necessary to provide proper viscosity for spraying and mixing applications for the grades shown. It must be recognized, however, that temperature ranges indicated by this chart generally are above the minimum flash point for RC and MC cut-back asphalts. In fact, some of these cut-back asphalts will flash at temperatures below these indicated ranges.

3.42 Safety precautions are mandatory at all times when handling these cut-back asphalts. These safety precautions shall include, but are not limited to the following:

- a) Do not permit open flames or sparks of any kind close to these materials except in heating kettles, mixers, distributors, or other equipment designed for handling and applying them.
- b) Do not use an open flame to inspect or examine containers in which these materials have been stored.
- c) Vent and ground vehicles transporting these materials.
- d) Permit only experienced personnel to supervise the handling of these materials.
- e) Comply with all applicable local, state and federal laws and regulations.

3.43 The type and grade of material will be as provided herein. The park representative will designate, within the specified ranges, the quantities of bituminous material and aggregate and the application temperature of the bituminous material.

3.44 Duplicate delivery slips shall accompany each load of bituminous material and shall contain the name of the producer and the supplier, the type and grade of material, the loading temperature of material, and the lot number and date of approval of the material from which delivery is made.

3.45 Only aggregate from a single source shall be used in any one construction item. Aggregates from different sources may be permitted if they are of the same geologic classification and have similar specific gravities and color.

3.46 The area for each stockpile shall be of adequate size, reasonably uniform in cross section, well drained and cleared of foreign materials. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete surface and shall be constructed by placing the aggregates in layers not more than 3 feet thick.

Aggregates from haul way areas shall not be used. The piles shall be located so that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles. Aggregates from different sources and of different gradings shall not be stockpiled near each other unless a bulkhead is placed between the different materials. Aggregates of different gradings and from different sources for use in blends shall be blended by proportion through the weigh hoppers. Aggregates found segregated or contaminated shall be rejected for use. A rejected stockpile may be removed from stockpiles in a manner such as to prevent segregation.

Aggregates which require washing shall not be used sooner than 24 hours after washing or until the surplus water has drained out and the material has uniform moisture content.

3.47 Coarse aggregate shall be broken stone, washed gravel, blast furnace slag and boiler slag conforming to sections 3.35, 3.36, 3.37 and 3.38 of this RFP and shall be graded to comply with the "Table for Standard Sizes of Coarse Aggregate" referenced on page 20 of this RFP.

3.48 QUANTITY AND PAYMENT

3.48.1 The quantity of asphaltic oil and aggregate surface treatment will be as directed by the park representative.

3.48.2 Payment for the asphaltic oil and aggregate surface treatment will be made for the quantity, as above determined, measured by the square yard. Payment will be made at the unit price bid for the respective region, which price shall include the cost of completing the test strip, removal, cleanup and disposal of dirt, foreign matter or loose or dislodged cover aggregate, mobilization, maintenance and protection of traffic, travel costs, all labor, equipment and all else necessary therefore and incidental thereto.

3.48.3 The number of gallons of bituminous material and the tonnage of aggregates will not exceed the quantities as determined by the application rates as established by the park representative in accordance with section 3.26 of this RFP.

3.48.4 The minimum call-out and payment for any asphaltic oil and aggregate surface treatment will be for 500 square yards, and this will be the minimum paid for any specific location. A location shall be construed to mean any State park or facility under the jurisdiction of State Parks Service. This section shall not be construed to mean that the State will be required to pay the contractor a minimum of 500 square yards of asphaltic oil and aggregate surface treatment per day.

3.48.5 Payment for asphaltic oil and aggregate surface treatment requested to be done on Saturdays, Sundays and Holidays will be made at a premium rate as prescribed below:

1.25 x unit cost = Saturday

1.5 x unit cost = Sunday and Holiday

3.48.6 The premium rate will be paid only for separate and specific call-outs or requests for Saturday, Sunday and Holiday work. Premium rate will not be paid as an extension to the regular work day or for exceeding the normal or regular 8 hours.

3.48.7 Work performed and satisfactorily completed will be submitted for payment on a properly prepared New Jersey state invoice form AR 50/54To:

New Jersey Department of Environmental Protection
Division of Parks and Forestry
State Parks Service
CN 404
Trenton, New Jersey 08625

Payment will be made as determined at the unit price bid in the proposal for each location within the respective region, as described herein. A location shall be construed to mean any State park or facility within the jurisdiction of State Parks Service.

3.49 TEMPERATURE-VOLUME CORRECTION FACTORS FOR ASPHALT

3.49.1 Asphalt cements (all grades); cut-back asphalt (grades RC-800, RC-3000, MC-800 and MC-3000); inverted emulsified asphalt (grade IEMC-800)

Temperature	Factor	Temperature	Factor	Temperature	Factor	Temperature	Factor
40	1.0070	85	0.9913	130	0.9758	175	0.9604
41	1.0067	86	0.9909	131	0.9754	176	0.9601
42	1.0063	87	0.9906	132	0.9751	177	0.9597
43	1.0060	88	0.9902	133	0.9747	178	0.9594
44	1.0056	89	0.9899	134	0.9744	179	0.9590
45	1.0053	90	0.9896	135	0.9740	180	0.9587
46	1.0049	91	0.9892	136	0.9737	181	0.9584
47	1.0046	92	0.9889	137	0.9734	182	0.9580
48	1.0042	93	0.9885	138	0.9730	183	0.9577
49	1.0038	94	0.9882	139	0.9727	184	0.9574
50	1.0035	95	0.9878	140	0.9723	185	0.9570
51	1.0031	96	0.9875	141	0.9720	186	0.9567
52	1.0028	97	0.9871	142	0.9716	187	0.9563
53	1.0024	98	0.9868	143	0.9713	188	0.9560
54	1.0021	99	0.9864	144	0.9710	189	0.9557
55	1.0017	100	0.9861	145	0.9706	190	0.9553
56	1.0014	101	0.9857	146	0.9703	191	0.9550
57	1.0010	102	0.9854	147	0.9699	192	0.9547
58	1.0007	103	0.9851	148	0.9696	193	0.9543
59	1.0003	104	0.9847	149	0.9693	194	0.9540
60	1.0000	105	0.9844	150	0.9689	195	0.9536
61	0.9997	106	0.9840	151	0.9686	196	0.9533
62	0.9993	107	0.9837	152	0.9682	197	0.9530
63	0.9990	108	0.9833	153	0.9679	198	0.9526
64	0.9986	109	0.9830	154	0.9675	199	0.9523
65	0.9983	110	0.9826	155	0.9672	200	0.9520
66	0.9979	111	0.9823	156	0.9669	201	0.9516
67	0.9976	112	0.9819	157	0.9665	202	0.9513
68	0.9972	113	0.9816	158	0.9662	203	0.9509
69	0.9969	114	0.9813	159	0.9658	204	0.9506
70	0.9965	115	0.9609	160	0.9655	205	0.9503
71	0.9962	116	0.9806	161	0.9652	206	0.9499
72	0.9958	117	0.9802	162	0.9648	207	0.9496
73	0.9955	118	0.9799	163	0.9645	208	0.9493
74	0.9951	119	0.9795	164	0.9641	209	0.9489
75	0.9948	120	0.9792	165	0.9638	210	0.9486
76	0.9944	121	0.9788	166	0.9635	211	0.9483
77	0.9941	122	0.9785	167	0.9631	212	0.9479
78	0.9937	123	0.9782	168	0.9628	213	0.9476
79	0.9934	124	0.9778	169	0.9624	214	0.9472
80	0.9930	125	0.9775	170	0.9621	215	0.9469
81	0.9927	126	0.9771	171	0.9618	216	0.9466
82	0.9923	127	0.9768	172	0.9614	217	0.9463
83	0.9920	128	0.9764	173	0.9611	218	0.9459
84	0.9916	129	0.9761	174	0.9607	219	0.9456

Temperature	Factor	Temperature	Factor	Temperature	Factor	Temperature	Factor
220	0.9452	265	0.9302	310	0.9154	355	0.9008
221	0.9449	266	0.9299	311	0.9151	356	0.9005
222	0.9449	267	0.9296	312	0.9148	357	0.9002
223	0.9442	268	0.9293	313	0.9145	358	0.8998
224	0.9439	269	0.9289	314	0.9141	359	0.8995
225	0.9436	270	0.9286	315	0.9138	360	0.8992
226	0.9432	271	0.9283	316	0.9135	361	0.8989
227	0.9429	272	0.9279	317	0.9132	362	0.8986
228	0.9426	273	0.9276	318	0.9128	363	0.8982
229	0.9422	274	0.9273	319	0.9125	364	0.8979
230	0.9419	275	0.9269	320	0.9122	365	0.8976
231	0.9416	276	0.9266	321	0.9118	366	0.8973
232	0.9412	277	0.9263	322	0.9115	367	0.8969
233	0.9409	278	0.9259	323	0.9112	368	0.8966
234	0.9405	279	0.9256	324	0.9109	369	0.8963
235	0.9402	280	0.9253	325	0.9105	370	0.8960
236	0.9399	281	0.9250	326	0.9102	371	0.8957
237	0.9395	282	0.9246	327	0.9099	372	0.8953
238	0.9392	283	0.9243	328	0.9096	373	0.8950
239	0.9389	284	0.9240	329	0.9092	374	0.8947
240	0.9385	285	0.9236	330	0.9089	375	0.8944
241	0.9382	286	0.9233	331	0.9086	376	0.8941
242	0.9379	287	0.9230	332	0.9083	377	0.8937
243	0.9375	288	0.9227	333	0.9079	378	0.8934
244	0.9372	289	0.9223	334	0.9076	379	0.8931
245	0.9369	290	0.9220	335	0.9073	380	0.8928
246	0.9365	291	0.9217	336	0.9070	381	0.8924
247	0.9362	292	0.9213	337	0.9066	382	0.8921
248	0.9359	293	0.9210	338	0.9063	383	0.8918
249	0.9356	294	0.9207	339	0.9060	384	0.8915
250	0.9352	295	0.9204	340	0.9057	385	0.8912
251	0.9349	296	0.9200	341	0.9053	386	0.8908
252	0.9346	297	0.9197	342	0.9050	387	0.8905
253	0.9342	298	0.9194	343	0.9047	388	0.8902
254	0.9339	299	0.9190	344	0.9044	389	0.8899
255	0.9336	300	0.9187	345	0.9040	390	0.8896
256	0.9332	301	0.9184	346	0.9037	391	0.8892
257	0.9329	302	0.9181	347	0.9034	392	0.8889
258	0.9326	303	0.9177	348	0.9031	393	0.8886
259	0.9322	304	0.9174	349	0.9028	394	0.8883
260	0.9319	305	0.9171	350	0.9024	395	0.8880
261	0.9316	306	0.9167	351	0.9021	396	0.8876
262	0.9312	307	0.9164	352	0.9018	397	0.8873
263	0.9309	308	0.9161	353	0.9015	398	0.8870
264	0.9306	309	0.9158	354	0.9011	399	0.8867
						400	0.8864

3.49.2 Cut-back asphalt, (grades RC-T, RC-70, RC-250, MC-30, MC-70, MC-250); inverted emulsified asphalt, (grade IEMC-250)

Temperature	Factor	Temperature	Factor	Temperature	Factor	Temperature	Factor
40	1.0080	85	0.9901	130	0.9725	175	0.9551
41	1.0076	86	0.9897	131	0.9721	176	0.9547
42	1.0072	87	0.9893	132	0.9717	177	0.9543
43	1.0068	88	0.9889	133	0.9713	178	0.9539
44	1.0064	89	0.9885	134	0.9709	179	0.9536
45	1.0060	90	0.9881	135	0.9705	180	0.9532
46	1.0056	91	0.9877	136	0.9701	181	0.9528
47	1.0052	92	0.9873	137	0.9697	182	0.9524
48	1.0048	93	0.9869	138	0.9693	183	0.9520
49	1.0044	94	0.9865	139	0.9690	184	0.9517
50	1.0040	95	0.9861	140	0.9686	185	0.9513
51	1.0036	96	0.9857	141	0.9682	186	0.9509
52	1.0032	97	0.9854	142	0.9678	187	0.9505
53	1.0028	98	0.9850	143	0.9674	188	0.9501
54	1.0024	99	0.9846	144	0.9670	189	0.9498
55	1.0020	100	0.9842	145	0.9666	190	0.9494
56	1.0016	101	0.9838	146	0.9662	191	0.9490
57	1.0012	102	0.9834	147	0.9659	192	0.9486
58	1.0008	103	0.9830	148	0.9655	193	0.9482
59	1.0004	104	0.9826	149	0.9651	194	0.9478
60	1.0000	105	0.9822	150	0.9647	195	0.9475
61	0.9996	106	0.9818	151	0.9643	196	0.9471
62	0.9992	107	0.9814	152	0.9639	197	0.9467
63	0.9988	108	0.9810	153	0.9635	198	0.9463
64	0.9984	109	0.9806	154	0.9632	199	0.9460
65	0.9980	110	0.9803	155	0.9628	200	0.9456
66	0.9976	111	0.9799	156	0.9624	201	0.9452
67	0.9972	112	0.9795	157	0.9620	202	0.9448
68	0.9968	113	0.9791	158	0.9616	203	0.9444
69	0.9964	114	0.9787	159	0.9612	204	0.9441
70	0.9960	115	0.9783	160	0.9609	205	0.9437
71	0.9956	116	0.9779	161	0.9605	206	0.9433
72	0.9952	117	0.9775	162	0.9601	207	0.9429
73	0.9948	118	0.9771	163	0.9597	208	0.9425
74	0.9944	119	0.9767	164	0.9593	209	0.9422
75	0.9940	120	0.9763	165	0.9589	210	0.9418
76	0.9936	121	0.9760	166	0.9585	211	0.9414
77	0.9932	122	0.9756	167	0.9582	212	0.9410
78	0.9929	123	0.9752	168	0.9578	213	0.9407
79	0.9925	124	0.9748	169	0.9574	214	0.9403
80	0.9921	125	0.9744	170	0.9570	215	0.9399
81	0.9917	126	0.9740	171	0.9566	216	0.9395
82	0.9913	127	0.9736	172	0.9562	217	0.9391
83	0.9909	128	0.9732	173	0.9559	218	0.9388
84	0.9905	129	0.9728	174	0.9555	219	0.9384

Temperature	Factor	Temperature	Factor	Temperature	Factor	Temperature	Factor
220	0.9380	265	0.9212	310	0.9047	355	0.8884
221	0.9376	266	0.9208	311	0.9043	356	0.8881
222	0.9373	267	0.9205	312	0.9039	357	0.8877
223	0.9369	268	0.9201	313	0.9036	358	0.8873
224	0.9365	269	0.9197	314	0.9032	359	0.8870
225	0.9361	270	0.9194	315	0.9029	360	0.8866
226	0.9358	271	0.9190	316	0.9025	361	0.8863
227	0.9354	272	0.9186	317	0.9021	362	0.8859
228	0.9350	273	0.9182	318	0.9018	363	0.8856
229	0.9346	274	0.9179	319	0.9014	364	0.8852
230	0.9343	275	0.9175	320	0.9010	365	0.8848
231	0.9339	276	0.9171	321	0.9007	366	0.8345
232	0.9335	277	0.9168	322	0.9003	367	0.8841
233	0.9331	278	0.9164	323	0.9000	368	0.8338
234	0.9328	279	0.9160	324	0.8996	369	0.8834
235	0.9324	280	0.9157	325	0.8992	370	0.8831
236	0.9320	281	0.9153	326	0.8989	371	0.8827
237	0.9316	282	0.9149	327	0.8985	372	0.8823
238	0.9313	283	0.9146	328	0.8981	373	0.8820
239	0.9309	284	0.9142	329	0.8978	374	0.8816
240	0.9305	285	0.9138	330	0.8974	375	0.8813
241	0.9301	286	0.9135	331	0.8971	376	0.8809
242	0.9298	287	0.9131	332	0.8967	377	0.8806
243	0.9294	288	0.9127	333	0.8963	378	0.8802
244	0.9290	289	0.9124	334	0.8960	379	0.8799
245	0.9286	290	0.9120	335	0.8956	380	0.8795
246	0.9283	291	0.9116	336	0.8952	381	0.8792
247	0.9279	292	0.9113	337	0.8949	382	0.8788
248	0.9275	293	0.9109	338	0.8945	383	0.8784
249	0.9272	294	0.9105	339	0.8942	384	0.8781
250	0.9268	295	0.9102	340	0.8938	385	0.8777
251	0.9264	296	0.9098	341	0.8934	386	0.8774
252	0.9260	297	0.9094	342	0.8931	387	0.8770
253	0.9257	298	0.9091	343	0.8927	388	0.8967
254	0.9253	299	0.9087	344	0.8924	389	0.8763
255	0.9249	300	0.9083	345	0.8920	390	0.8760
256	0.9245	301	0.9080	346	0.8916	391	0.8756
257	0.9242	302	0.9076	347	0.8913	392	0.8753
258	0.9238	303	0.9072	348	0.8909	393	0.8749
259	0.9234	304	0.9069	349	0.8906	394	0.8746
260	0.9231	305	0.9065	350	0.8902	395	0.8742
261	0.9227	306	0.9061	351	0.8899	396	0.8738
262	0.9223	307	0.9058	352	0.8895	397	0.8735
263	0.9219	308	0.9054	353	0.8891	398	0.8731
264	0.9216	309	0.9050	354	0.8888	399	0.8728
						400	0.8724

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit two (2) **full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

4.4.4 SUBMITTALS

A performance bond is required with this RFP (See Section 5.10)

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples for all pricing lines for evaluation and testing purposes must be made available at no charge and delivered to Department of Parks and Forestry, at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples to the Department of Parks and Forestry bid samples will not be returned. The Department of Parks and Forestry will conduct laboratory tests to assure that the bid samples submitted all pricing lines conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP. The testing results of the State are final.

A test strip will be performed per Section 3.26 of this RFP.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

Upon request, In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit two years of certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. If the bidder fails to comply with the request within seven (7) business days, the State may deem the proposal non-responsive.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with its Bid Proposal.

The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.7 PRICE SHEET INSTRUCTIONS

4.4.7.1 Provide pricing with cost per square yard.

4.4.7.2 Bidding requirements and conditions

4.4.7.3 Listed below are the four geographically separated regions (regions 1, 2, 3 & 4) of the state park system and the names of the individual locations within those regions.

Region one (1) consists of Burlington, Camden, Gloucester, Salem, Cumberland, Atlantic and Cape May counties. Region one (1) Will encompass the following State Parks and facilities:

Atsion (Wharton State Forest), Bass River State Forest, Belle Plain State Forest, Cape May Point Park, Corson's Inlet State Park, Fort Mott State Park, Hancock House, Indian King Tavern, Lebanon State Forest, Parvin State Park, Penn State Forest, Rancocas State Park, Walt Whitman House, Wharton State Forest and Somer's Mansion historic site.

Region two (2) consists of southern Morris, Essex, Union, Mercer, Warren, Hunterdon and Somerset, counties. Region two (2) will encompass the following State Parks and facilities:

Allamuchy Mountain Park, Bull's Island State Park, Delaware Raritan State Park, Hacklebarney State Park, Princeton Battleground State Park, Round Valley State Park, Spruce Run State Park, Voorhees State Park, Washington Crossing State Park, Rockingham Washington Headquarters, Morven House historic site, Clark House historic site, Old Dutch Parsonage historic site and Wallace House historic site, Drumwacket-Governors residence, Hopatcong State Park, Grover Cleveland Historic site.

Region three (3) consists of Sussex, Bergen, Warren, Northern Morris and Passaic counties. Region three (3) will encompass the following State Parks and facilities:

Edison State Park, High Point State Park, Hermitage House historic site, Jenny Jump State Forest, Ramapo Mountain Forest, Ringwood State Park, Stokes State Forest, Swartswood State Park, Wawayanda State Park, Worthington State Forest, Baron von Steuben historic site.

Region four (4) consists of Monmouth, Middlesex, Hudson and Ocean Counties. Region four (4) will encompass the following State Parks and facilities:

Allaire State Park, Barnegat Lighthouse State Park, Cheesequake State Park, Double Trouble State Park, Forked River State Marina, Island Beach State Park, Leonardo State Marina, Liberty State Park, Monmouth Battlefield State Park, Spring Meadow Golf Course, Washington Rock State Park, Boxwood Hall historic site, Craig House Historic site, Twinlights historic site.

This will allow the bidder to give a price based on the region where the work required is to be done.

4.4.7.4 Bidders may bid as follows:

- a. Bid the entire park system, regions 1, 2, 3 & 4.
- b. Bid on any one or more region. For each region bid, the contractor must provide services for all state park locations as listed in Section 4.4.7.3 of this RFP for each region.

4.4.7.5 Bidders may be required to furnish more than one crew at a time, at the discretion of the New Jersey Department of Environmental Protection, Division of Parks and Forestry.

4.4.7.6 The bidder must submit prices for each region selected as follows:

Region 1 -----	Price lines 00001 to 00006
Region 2 -----	Price lines 00007 to 00012
Region 3 -----	Price lines 00013 to 00018
Region 4 -----	Price lines 00019 to 00024

Failure to do so will result in the rejection of the bid proposal for that region only.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 07/27/07, and any Addendum to this RFP, the Addendum shall govern.

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)**, one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be

construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

5.8.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.8.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with federal and state law and standard industry practice.

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

5.9 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.10 PERFORMANCE BOND

This section supplements Section 3.3b of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.11 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39892.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied.
- Total dollars paid to subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

5.12 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

"During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

The following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

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

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

It is within the State's discretion whether to require the bidder to give an oral presentation or require the bidder to submit written responses to questions regarding its bid proposal. Action by the State in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 (the "Legislation"), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

7.2.1 For bidder(s) to qualify for each regional award they must submit prices for all three years of the contract period and for both Method 1 and Method 2 application price lines (See section

4.4.4.6 of this RFP). Failure to do so will result in the rejection of your bid proposal for that region only.

7.2.2 The price quoted will remain firm and not subject to any increases through the period of this contract or any extension thereof.

7.2.3 Bids will be evaluated by representatives of the Purchase Bureau, Department of Treasury and the New Jersey Department of Environmental Protection, Division of Parks and Forestry.

7.2.4 A separate award will be made to the lowest overall bidder for each region for the three year period, as per Section 4.4.4.6 of this RFP with reasonable promptness by written notice to that responsive bidder whose bid, conforming to the invitation for bids, will be the most advantageous to the state, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.