



Request for Quotes

Road & Highway Building materials: Aggregates, Stone, Sand, and Gravel

	Date	Time
Due Date For Questions	April 23, 2024	2:00 PM
Submission Date	April 30, 2024	2:00 PM

Dates are subject to change. All times contained in the RFQ refer to Eastern Time.
All changes will be reflected in Bid Amendments to the Request for Quotes posted on Using Agency website.

RFQ Issued By:
New Jersey Department of Transportation

Date: April 12, 2024

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ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (2/8/2024)

1 INTRODUCTION AND SUMMARY OF THE REQUEST FOR QUOTES

This Request for Quotes (RFQ) is issued by New Jersey Department of Transportation (“NJDOT”).

1.1 PURPOSE, INTENT AND BACKGROUND

The purpose of this RFQ is to solicit Quotes for Road and Highway Materials: Aggregates, Stone, Sand and Gravel, etc.

This is a re-bid of the previously advertised and awarded State Contract T0142 – Road and Highway materials: Aggregates, Stone, Sand, and Gravel, Various Types – Statewide.

It is the intent of the State to award Contracts to those responsible Bidder(s) whose Quotes, conforming to this RFQ are most advantageous to the State of New Jersey (State), price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed to be in the State’s best interest.

1.2 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of: (1) the final RFQ, (2) Waiver Supplement to the Standard Terms and Conditions (3) State of New Jersey Standard Terms and Conditions, and (4) the Quote. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder’s Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, included those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition. In the event of any conflict between the terms of a document incorporated by reference the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 QUESTION AND ANSWER PERIOD

The Using Agency will electronically accept questions and inquiries from all potential Bidders.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

A Bidder shall submit questions only to the Using Agency designee by email DOT-EMS_BID.Procurement@dot.nj.gov . The Using Agency will not accept any question in person or by telephone concerning this RFQ. The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

2.2 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ and part of any Contract awarded. Bid Amendments will be posted with RFQ posted on Using Agency website. There are no designated dates for release of Bid Amendments. It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this RFQ.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received by the Using Agency, by the required date and time indicated on the RFQ cover sheet. If the Quote opening deadline has been revised, the new Quote opening deadline shall be shown on the posted Bid Amendment. Quotes not received prior to the Quote opening deadline shall be rejected.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

3.3 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Technical Quote
- State Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a RFQ. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.4 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms.

3.4.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Using Agency may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

3.4.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) 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. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.4 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

3.4.6 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all subcontractors on the Subcontractor Utilization Plan form.

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the State.

3.4.6.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

IF THE CONTRACT INCLUDES A SET-ASIDE FOR SUBCONTRACTING, INCLUDE THIS SECTION. IF THIS IS NOT A SET-ASIDE CONTRACT FOR SUBCONTRACTING, THEN DELETE THE TEXT AND INSERT "NOT APPLICABLE TO THIS PROCUREMENT".

This is a Contract with set-aside subcontracting for New Jersey Small Business Enterprises and/or Disabled Veterans' Business.

If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan and shall take the following actions to make a good faith effort to solicit and hire eligible New Jersey Small Business Enterprises and/or Disabled Veterans' Business:

- A. The Bidder shall attempt to locate qualified potential New Jersey Small Business Enterprises and/or Disabled Veterans' Business subcontractors;
- B. The Bidder shall request a listing of New Jersey Small Business Enterprises and/or Disabled Veterans' Business from the Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit if none are known to the Bidder;
- C. The Bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
- D. The Bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
- E. The Bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

A Bidder's failure to satisfy New Jersey Small Business Enterprises and/or Disabled Veterans' Business set aside subcontracting or to provide sufficient documentation of its good faith efforts within seven (7) business days upon of a request may preclude award of a Contract to the Bidder.

Each Bidder awarded a Contract which contains the set-aside subcontracting requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFQ.

3.4.7 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

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.

3.4.8 AFFIRMATIVE ACTION

The intended Contractor and its named subcontractors must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named subcontractors are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.4.9 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. A Bidder should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in **NJSTART**. In the event of an issue with a Bidder's Business Registration Certification Active status, **NJSTART** provides a link to take corrective action.

3.4.10 CERTIFICATON REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

3.5 BIDDER QUOTE OVERVIEW FORM

The Bidder should submit the Bidder Quote Overview Form with its Quote. The Bidder should complete all of the information requested on the form, so that the State is able to evaluate the Bidder's ability to complete the Scope of Work. The Bidder's responses to the questions on the form should demonstrate to the State that the Bidder's plans and approach to complete the Scope of Work are realistic, attainable, appropriate, and that the Bidder's Quote will lead to the successful completion of the tasks required.

3.6 BIDDER DATA SHEET/FORM

The Bidder should submit the Bidder Data Sheet with its Quote. The Bidder Data Sheet will be used to evaluate the Bidder's ability to complete the Scope of Work.

The Bidder should provide in its response to Part I of the Bidder Data Sheet all relevant information regarding its experience in successfully completing contracts of a similar size and scope to the work required by this Bid Solicitation.

The Bidder must provide, in Part II of the Bidder Data Sheet, details of any negative actions taken by other contracting entities against it in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices,

termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

If proposing to use a Subcontractor, the Bidder should provide as an attachment to the Bidder Data Sheet documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

3.7 STATE PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State Price Sheet accompanying this RFQ and located on the "Attachments" Tab.

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

Bidders may elect to submit proposals for any of the price lines listed for delivered materials only (Exhibits 2-22) or for both pick up and delivered materials (Exhibits 1-22).

The various types of crushed stone, sand and gravel items listed in Exhibit 1 **require a F.O.B. pit price per ton**, for pick-up of material by the agency from the contractor's pit location. The contractor is responsible for digging and loading all materials that an agency picks up at the contractor's pit location at no additional cost.

IMPORTANT: A bidder making a proposal for any of the pick-up items in Exhibit 1 must also submit a bid price for at least one (1) delivered material price line in at least one (1) of the county/zone areas listed in Exhibits 2 through 22. To be successful on any of the pick up material price lines, a bidder must also be successful in its bid price for the delivered material price line(s).

For a bidder's proposal to be considered responsive for Exhibit 1, the bidder must list the pit location(s) for the type of material specified on each pick up material price line for which it is offering a proposal.

The price lines in Exhibits 2 through 22 are for delivered material, by county and zone. Delivery zones are defined geographically in Attachment 2. A bidder's proposal requires a price per ton including the costs of transportation for FOB delivery to all locations in each county/zone for which the bidder is submitting a proposal. The bidder's bid price shall include unloading the material at the agency delivery location.

PLEASE NOTE: All Price Lines Exhibit 2-22 are in one Excel Spreadsheet separated by tabs(Counties).

Where the State-Supplied Price Sheet includes an estimate quantity column, Bidders are advised that estimated quantities may vary throughout the Contract term resulting from this RFQ. There is no guaranteed minimum or maximum volume for these price lines.

All price lines must be filled out in accordance with these instructions. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate "No Bid" on the State-Supplied Price Sheet. If the Bidder will supply an item on a price line free of charge, the Bidder must indicate "No Charge" on the State-Supplied Price Sheet accompanying this RFQ. The use of any other identifier may result in the Bidder's Quote being deemed non-responsive.

4 SCOPE OF WORK

The NJDOT's 2019 Standard Specifications for Road and Bridge Construction, including subsequent updates, will govern for the term of the Blanket P.O.s and for any Blanket P.O. extension(s) thereof. Reference numbers mentioned in this Bid Solicitation refer to specific sections of NJDOT Standard Specifications for Road and Bridge Construction (referred to as NJDOT Specification herein), which are available at:

https://www.state.nj.us/transportation/eng/specs/2019/pdf/StandSpecRoadBridge_20190528.pdf

When a publication is referenced, it shall refer to the most recently issued publication.

4.1 BLANKET P.O. UTILIZATION

This Bid Solicitation has been developed to establish a term Blanket P.O. to procure various types of aggregates for the NJDOT, other State Using Agencies, quasi-State entities, and the Cooperative Purchasing Program participants, if so extended by the Vendor {Contractor}. (Refer to Section 4.4.3.2 of the Bid Solicitation.)

The State guarantees neither any average or maximum quantity per order nor total quantity during Blanket P.O. term, including any extension(s) thereof.

The material conforming to this specification may be picked up or delivered; however, NJDOT requirements are expected to be primarily for delivery. For more information, see Section 1.1 of the Bid Solicitation.

The Vendor {Contractor} must have adequate facilities for the handling, storing, weighing and billing of materials.

The Vendor {Contractor} must list a contact person who may be contacted on a 24/7 basis in the space designated in Attachment #1.

Using Agencies reserve the right to obtain materials under this Blanket P.O. at any time (day or night), if the Vendor's {Contractor's} plant is open and operational, Monday thru Friday, except on legal holidays.

Pick-Up or Deliveries shall not be made on the following State observed holidays:

- New Year's Day;
- Martin Luther King Jr. Day;
- Presidents Day;
- Good Friday;
- Memorial Day;
- Juneteenth;
- Independence Day;
- Labor Day;
- Columbus Day;
- Election Day;
- Veterans Day;
- Thanksgiving Day; and
- Christmas Day.

Deliveries shall be made in accordance with the delivery schedule noted on the State-supplied Price Sheet. The Vendor {Contractor} must contact the Using Agency in the event of delivery delays.

Using Agencies may choose the Vendor's {Contractor's} location that is most advantageous based on material availability, distance to point of application and/or price.

For all Using Agencies other than NJDOT, material may be picked up at or delivered from the Vendor's {Contractor's} location that is most advantageous based on material availability, distance to point of application and/or price.

In the event that a suitable (based on material availability and distance to point of application) Vendor's {Contractor's} plant is closed or not operational, Using Agencies may utilize the operational plant location identified in NJDOT's QPL

<http://www.state.nj.us/transportation/eng/materials/qualified> that is most advantageous based on material availability, distance to point of application and/or price.

Vendors {Contractors} that are awarded a Blanket P.O., and currently have aggregate locations listed on the NJDOT QPL, may request to have a new aggregate location added to NJDOT QPL throughout the term of the Blanket P.O., including any extension(s) thereof. Vendor {Contractor} aggregate locations added by the NJDOT to the QPL will be available for use through the current Blanket P.O term, including any extension(s) thereof.

Vendors {Bidders} that do not have an aggregate location listed on the NJDOT's QPL at time of Quote opening, and are seeking to add aggregate plant location(s) for consideration for the next procurement cycle, may request to have their plant location added. A Vendor should contact the State Contract Manager for T-0142, requesting that the aggregate location be considered for the NJDOT's QPL for future procurements.

4.2 AGGREGATES

For aggregate standards, see the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2019, Section 901.

4.2.1 GENERAL

Aggregates from a single source and geological classification in any one (1) construction item shall be used unless otherwise authorized. Only sources of aggregate that are listed on the QPL for coarse and/or fine aggregate (see <https://www.state.nj.us/transportation/eng/materials/qualified/QPLDB.shtm>) should be used. The Using Agency may allow aggregates from different sources if they are of the same geological classification and have similar specific gravities and aggregate properties. Materials/products not on QPL but their sources on QPL can be requested for use by submitting a material's questionnaire and inspection by DOT-SME.

AASHTO T 11 or AASHTO T 27 gradation test methods shall apply unless otherwise noted. Gradations of aggregates in the various tables of this and other sections are the percentages passing by weight. (See Bid Solicitation Section 4.4.4 Sampling and Testing Methods for more information.)

Upon request, the Vendor {Contractor} shall submit a quality control plan annually for the aggregate products to the Using Agency. The Vendor {Contractor} may request guidelines for developing the quality control plan from the Using Agency.

The tables referenced in the following subsections are found at: https://www.state.nj.us/transportation/eng/specs/2019/pdf/StandSpecRoadBridge_20190528.pdf herein referred to as NJDOT Specification.

When a publication is referenced, it shall refer to the most recently issued publication.

4.2.2 STOCKPILES

Stockpiles shall be of sufficient size to provide for a minimum of one (1) day's operations. The aggregate stockpiles shall be placed on a firm, hard surface such as a compacted aggregate or stabilized base, bituminous or concrete, and shall be formed by placing the aggregates in layers of not more than three (3) feet thick. Stockpiles shall be well drained.

The Vendor {Contractor} shall ensure that there is no contamination by foreign material and no intermingling of aggregates from adjacent piles. The Vendor {Contractor} shall not use steel-tracked equipment on the stockpiles.

Aggregates from the haul away pathways shall not be used.

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. The Using Agency may allow loader blending of aggregate stockpiles if included in the approved Vendor's {Contractor's} quality control plan. Aggregates found segregated or contaminated will be rejected for use. A rejected stockpile may be reconstructed for further evaluation and acceptance. Aggregates shall be removed from stockpiles in a manner such as to prevent segregation.

The Vendor {Contractor} shall not use washed aggregates sooner than twenty-four (24) hours after washing or until the surplus water has drained out and the material has a uniform moisture content.

Reclaimed Asphalt Pavement (RAP) shall not be stacked higher than fifteen (15) feet. Stockpiles of RAP for use in HMA must be covered or otherwise protected to prevent buildup of moisture.

4.2.3 COARSE AGGREGATE - Price Line Item #2 , #6, #8, #10 , #15 through price line #21, and #28

Coarse aggregate shall be broken stone or washed gravel graded as specified in NJDOT Specification Table 901.03-1 – Standard Sizes of Coarse Aggregate. Coarse aggregate shall be stockpiled as specified in NJDOT Specification Table 901.02 – Stockpiles. The Using Agency will sample coarse aggregate in accordance with NJDOT Specification Table 901.03-2 – Coarse Aggregate Sampling.

4.2.4 BROKEN STONE - Price Line # 2 through Price Line # 6, # 8, # 10 and # 15 Through Price Line # 21

Broken stone shall be uniform in texture and quality and shall conform to NJDOT Specification Section – 901.03.01 – Broken Stone and Table 901.03.01-1 – Requirements for Broken Stone.

The geologic classifications for broken stone are defined as:

1. **Argillite** – A thoroughly indurated and cohesive rock composed predominantly of silt size or smaller particles of clay, quartz and feldspar or the fine-grained thermal recrystallization products of this assemblage (hornfels). It shall be bedded thickly enough so as not to break into thin pieces at planes of stratification.
2. **Carbonate Rock** - 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.
3. **Gneiss** - A metamorphic rock consisting principally of quartz and feldspar. The rock shall have a dense structure, with a uniform distribution of minerals that will not break into thin pieces at lines of stratification.
4. **Granite** – An equigranular or porphyritic igneous rock consisting principally of quartz and feldspar.
5. **Quartzite** - A metamorphic rock composed principally of quartz. Rock shall be quarried so that only the non arkosic, uniformly compacted quartzites are included in the graded products. The quartzite shall not be schistose in structure.
6. **Trap rock** – An igneous rock, locally, either basalt or diabase, with a uniform distribution of constituent minerals. Amygdaloidal or vesicular basalt is not considered trap rock and is considered a deleterious material for testing purposes.

4.2.5 WASHED GRAVEL - Price line# 11 Through price line #14 & price line #28

Washed gravel shall be either crushed or uncrushed as specified. The gravel shall conform to the requirements in NJDOT Specification Section 901.03.02 – Washed Gravel and Table 901.03.02-1 – Requirements for Washed Gravel.

Quartz gravel is composed of natural pebbles, of which the majority is coarsely crystalline quartz. The individual crystals within each pebble shall be inter-grown into a tenacious, nonporous, interlocking texture that fractures as a single unit.

The percent of wear determined according to the Los Angeles Abrasion Test is as specified for the various uses, except that the percent maximum loss for quartz gravel is fifty percent (50%).

When the sodium sulfate soundness and scratch hardness tests total ten percent (10%) or more, the Using Agency will perform a petrographic analysis to determine the amount of unsound and weathered material.

4.2.6 MINERAL FILLER

Mineral filler shall conform to NJDOT Specification Section 901.05.03 – Mineral Filler and Table 901.05.03-1 – Gradation Requirements for Mineral Filler.

4.2.7 LIGHTWEIGHT AGGREGATE

Lightweight aggregate shall be manufactured by expanding or sintering material such as slate or shale by the rotary kiln process. The lightweight aggregate shall be graded to the size designation requirements for 3/4-inch to No. 4 sieves of Table 1 of ASTM C 330. The Vendor {Contractor} shall be responsible for ensuring that the lightweight aggregate producer has at least 5 years of experience and a record of successful production and use of the product. If requested by the Using Agency, The Vendor {Contractor} shall provide a certificate of compliance, as referenced in NJDOT Specification Section 106.07. The Vendor {Contractor} shall ensure that the lightweight aggregate conforms to ASTM C 330 and the requirements listed in NJDOT Specification Section 901.06.03 – Lightweight Aggregate and Table 901.06.03-1 – Sampling for Sodium Sulfate Soundness Testing.

4.2.8 GRIT - price line # 8,11

Grit shall be used for spreading over the epoxy waterproofing that is a sub-angular, natural, ninety-eight percent (98%) silica sand. The Vendor {Contractor} shall ensure that ninety percent (90%) of the total sample by weight falls between the No. 4 and No. 30 sieves, with 0 percent (0%) passing the No. 30 sieve.

Please refer to NJDOT Specification Sections 901.07 – Grit and 901.07.01 – Grit for Epoxy Waterproofing.

4.2.9 RIPRAP STONES - price line #2, #3, #7, #9, #15 and #16

Riprap stones shall consist of a uniformly graded mixture of rock conforming to NJDOT Specification Section 901.03.01, such that fifty percent (50%) of the mixture by weight is equal to or larger than the designated median stone size (d50).

The Vendor {Contractor} shall ensure that the stones are a well-graded mixture composed primarily of the larger stone sizes, but with a sufficient quantity of other sizes to fill the progressively smaller voids between the stones. The Vendor {Contractor} shall ensure that the diameter of the largest stone size is less than 1.5 times d50.

Rip Rap is typically inspected on an “as-need” basis. Can be inspected when requested or used.

Please refer to NJDOT Specification Section 901.08 – Riprap Stones.

4.2.10 GABION BASKET STONE - price line # 7

Crushed stone consisting of trap rock, granite, or gneiss, conforming to NJDOT Specification Section 901.03.01, shall be used to fill gabion baskets. Aggregate that is free of cracks due to jointing, faulting, or other causes must be used. The aggregate must conform to the size requirements specified in NJDOT Specification Table 901.09-1 – Gabion Basket Stone Size Requirements.

4.2.11 DENSE-GRADED AGGREGATE (DGA) - price line # 1

For gradation acceptance, the Using Agency will sample DGA according to AASHTO T 2 for each five hundred (500) cubic yards. The Using Agency will apply the gradation requirements to the material after it has been placed and compacted on the particular project.

Please refer to NJDOT Specification Section 901.10 – Dense-Graded Aggregate (DGA).

4.2.11.1 VIRGIN DGA - price line # 1

Vendors {Contractors} must produce virgin DGA from broken stone conforming to NJDOT Specification Section 901.03.01-1 to reference the specific requirements. Also 9013.03.02-1 for gravel and 901.04-1 for slag. Please note there are currently no approved slag sources. At least ninety percent (90%) of all fragments shall contain at least one (1) fractured face. DGA shall conform to the following requirements and gradation:

1. Moisture Content: The Vendor {Contractor} shall ensure that the moisture content of DGA immediately before placement is 6 ± 2 percent based on dry weight. If dense-graded aggregate is to be paid for on a weight basis, DGA shall not be delivered to the

project with the moisture content exceeding eight percent (8%). **2. Plasticity and Gradation:** When tested according to AASHTO T 90, the Vendor {Contractor} shall ensure that the portion passing the No. 40 sieve is non-plastic. The Vendor {Contractor} must ensure that the gradation conforms to the requirements specified in NJDOT Specification Table 901.10.01-1.

DGABC is a specific item listed on the Coarse Agg QPL. Item must be approved at the source for use by Vendor/Contractor.

4.2.12 RECYCLED CONCRETE AGGREGATE (RCA) - price line # 1

The Vendor {Contractor} shall produce DGA from recycled concrete aggregate that conforms to the gradation and plasticity requirements specified in NJDOT Specification Section 901.10.01 – Virgin and NJDOT Specification Section 901.10.02 – Recycled Concrete Aggregate (RCA) and Table 901.10.02-1 – Composition Requirements for RCA.

4.2.13 VIRGIN AND RAP MIXTURE - price line # 1

The Vendor {Contractor} shall produce DGA by mixing a maximum of fifty percent (50%) RAP conforming to NJDOT Specification Section 901.05.04 – Reclaimed Asphalt Pavement (RAP) with previously approved virgin DGA.

A method of mixing that will ensure that the blended mixture is homogeneous with regard to particle size and composition must be used. The blended mixture must meet the requirements in NJDOT Specification Section 901.10.03 – Virgin and RAP Mixture and Table 901.10.03-1 – Composition Requirements for Virgin DGA and RAP Mixture.

4.2.14 SOIL AGGREGATE - price line # 29-33

The Vendor {Contractor} shall use soil aggregates that are natural or prepared mixtures consisting predominately of hard, durable particles of stone, gravel, or sand. Mixtures may contain some silt, clay, or stone dust. The Vendor {Contractor} must ensure that stone conforms to NJDOT Specification Section 901.03.01 – Broken Stone, and that gravel is crushed or uncrushed and conforms to NJDOT Specification Section 901.03.02 – Washed Gravel.

Sand that is either natural sand resulting from the weathering process or stone sand produced by grinding or crushing of rock must be used. Stone sand must be manufactured from an aggregate source as specified in NJDOT Specification Section 901.03- Coarse Aggregate. Natural sand must consist of material composed of predominantly angular particles of quartz or other hard, durable minerals.

The Vendor {Contractor} may use soil aggregate produced from RPCSA produced by an New Jersey Department of Environmental Protection (NJDEP) approved “Class B” recycling center operating pursuant to N.J.A.C 7:26A.

The Vendor {Contractor} shall not place soil aggregate obtained from subaqueous sources until the Using Agency has determined that its moisture content is not excessive.

Soil aggregate must conform to NJDOT Specification Section 901.11 – Soil Aggregate, Table 901.11-1 – Standard Soil Aggregate Gradations, Table 901.11-2 – Electrochemical Requirements for Design NJDOT Specification nation I-15 and Table 901.11-3 – Soil Aggregate Sampling.

4.2.15 Fine aggregate/sand, various types – price line #8, # 20 # 22 through price line# 27 and price line# 34

For HMA surface course, use fine aggregate that is manufactured stone sand or natural sand.

Manufacture stone sand from aggregates conforming to NJDOT Specification Section 901.03, with not more than 15 percent passing the No. 200 sieve. When the percent passing the No. 200 sieve exceeds 15 percent, blend the stone sand with another approved sand so that the combination contains no more than 15 percent passing the No. 200 sieve, based on stockpile samples theoretically combined. Feed each sand source into the plant through a separate cold feed hopper.

Use natural sand consisting of material composed of predominantly angular particles of quartz or other hard durable minerals conforming to the quality and gradation requirements specified in NJDOT Specification Section 901.05.02 – Fine Aggregate, Table NJDOT Specification 901.05.02-1 and NJDOT Specification Table 901.05.02-2, respectively.

For HMA surface course, wash and grade the natural sand. Natural sand does not need to be washed if it conforms to the requirements of NJDOT Specification Section 901.06.02, except that the allowable percent passing the No. 200 sieve is 0 to 5 percent.

The Using Agency will sample fine aggregate at a frequency of 10 pounds for each 500 tons.

- Bank-run sand, coarse, HMA Price Line #22
- Bank-run sand, other than HMA Price Line #23
- Sand, HMA, washed Price Line #24
- Sand, concrete Price Line #25
- Sand, mason Price Line #26
- Sand, white concrete Price Line #27
- Sand, sand blasting Price Line #34

Bank run is a fine aggregate. All fine aggregates are listed under Fine Aggregate QPL. They will meet either 901.05.02 or 901.06.02 depending on their use. The specification referenced should be based on item used.

For all classes of concrete and mortar, use fine aggregate that is washed and sized through a sand classifier plant and composed of quartz or other hard, durable particles. Ensure that the fine aggregate is subangular to angular in shape and free of soft particles. Derive fine aggregate from either a natural sand deposit resulting from glacial or water action, or produce a manufactured stone sand from the mechanical crushing of quarried rock or gravel that conforms to NJDOT Specification 901.03. Ensure that the fine aggregate also conforms to NJDOT Specification Section 901.01 and 901.02 and the gradation specified in Table 901.06.02-1.

Ensure that the fine aggregate does not have more than 45 percent passing any sieve and retained on the next sieve and that the fineness modulus according to AASHTO M 6 is from 2.3 to 3.1 for concrete. Ensure that the fine aggregate conforms to the quality requirements specified in Table 901.06.02-2.

The ME will test the fine aggregate for organic impurities and will reject it if it produces a color darker than the standard. Ensure that the mortar-making properties of the fine aggregate for concrete and mortar are not less than 100 percent of those of standard Ottawa sand.

The ME will sample fine aggregate at a frequency of 10 pounds for each 500 tons.

4.2.16 Topsoil/screened topsoil – price line# 31 through price line #32

Provide approved topsoil containing no stones, lumps, roots, or similar objects larger than 2 inches in any dimension. Ensure that topsoil meets the quality standards listed in NJDOT Specification Section 917.01 – Topsoil, Table 917.01-1 – Requirements for pH of Topsoil and Table 917.01-2 – Particle Size Distribution for Topsoil.

4.2.17 COMPOST/HUMUS – PRICE LINE# 31-33

Use compost that is a stable, humus-like organic material produced by the biological and biochemical decomposition of source-separated compostable materials. Materials used in producing compost may include leaves, yard trimmings, food scraps, food processing residuals, manure, other agricultural residuals, forest residues, bark, and paper. Do not add non-organic materials such as sand, soil, or glass to the compost. Ensure that the compost contains no heavy metals or substances toxic to plants and has no objectionable odor. Ensure that the raw materials have decomposed sufficiently to be unrecognizable and that the compost meets the requirements of NJDOT Specification Section 917.02.01 – Compost, Table 917.02.01-1.

Provide compost that is either commercially packaged or in bulk form. Obtain compost material from NJDEP regulated, permitted, or approved facilities. For shipments of compost, provide delivery tickets with the certified weight and the name of the producer or supplier. The Department may take samples to verify the organic content, pH, and water content.

4.3 CONTROL OF WORK

4.3.1 AUTHORITY OF THE NJDOT ENGINEER

For NJDOT projects or orders, the NJDOT engineer will address all questions that may arise as to the quality and acceptability of materials furnished. All other agencies, including Cooperative Purchasing Program participants, if so extended, will designate a contact person who will be responsible for answering questions at the time the purchase order is issued.

4.3.2 INSPECTION OF MATERIALS

All materials shall be subject to inspection by a Using Agency representative. The Using Agency representative will be allowed access to all parts of the work and will be furnished with such information and assistance by the Vendor {Contractor} as is required to make a complete and detailed inspection.

The Using Agency representative may request that any materials delivered without the Using Agency representative's supervision or inspection be removed and replaced at the Vendor's {Contractor's} expense.

If delivered materials are found to be unacceptable, the Vendor {Contractor} shall be responsible for the removal and replacement of the materials at the Vendor's {Contractor's} expense.

The Vendor {Contractor} is responsible for fulfilling all the provisions of the Blanket P.O. and for control of the quality of the materials provided regardless of whether an authorized inspector is present or not.

Failure to comply may result in the rejection of materials and, if repetitive rejections occur, the cancellation of the Blanket P.O.

4.3.3 LOAD RESTRICTIONS

The Using Agency will monitor the Vendor's {Contractor's} observance of legal load limits in accordance with the following:

For trucks with weigh tickets, a certified weigh ticket shall be furnished with each load.

If the certified weigh ticket accompanying a delivery indicates the truck's gross weight exceeds its GVWR displayed, the Using Agency representative may refuse receipt of the entire truckload. The Vendor {Contractor} will not be paid for any material not accepted, on any truck exceeding its GVWR.

4.4 CONTROL OF MATERIAL

4.4.1 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS - NJDOT

All materials furnished by the Vendor {Contractor} shall conform to the requirements of the Bid Solicitation. Only materials which have been approved by the NJDOT engineer shall be used.

Promptly after the execution of the Blanket P.O., the NJDOT engineer shall be notified, on materials questionnaire forms furnished by NJDOT, of the sources of materials expected to be used during the subsequent six (6) month period. Such notice shall be received by the NJDOT engineer no later than ten (10) days prior to the shipment of materials from a previously approved source and no later than thirty (30) days prior to the shipment of materials from a source not previously approved, except that, with the NJDOT engineer's consent, shipments of materials from approved stocks may be permitted to be made three (3) days after notice to the NJDOT engineer.

Promptly after the execution of the Blanket P.O., the NJDOT engineer shall be notified, on materials questionnaire forms furnished by NJDOT, of the sources of materials expected to be used during the subsequent six (6) month period. Such notice shall be received by the NJDOT engineer no later than ten (10) days prior to the shipment of materials from a previously approved source and no later than thirty (30) days prior to the shipment of materials from a source not previously approved, except that, with the NJDOT engineer's consent, shipments of materials from approved stocks may be permitted to be made three (3) days after notice to the NJDOT engineer.

Please use the following link to access the Material Questionnaire Form:

<https://www.state.nj.us/transportation/eng/forms/docs/construction/dc2891.xlsm>

Please use the following link to access the submittal instructions for the Material Questionnaire Form:

<https://www.state.nj.us/transportation/eng/forms/docs/construction/dc2891Inst.pdf>

Within twelve (12) hours after delivery of raw material, the NJDOT engineer shall be notified in writing of the quantity and delivery location.

4.4.2 MATERIALS, INSPECTIONS, TESTS AND SAMPLES - NJDOT

After notification of Blanket P.O. award and prior to shipment of the material, the Vendor {Contractor} shall contact the Manager, NJDOT, Bureau of Materials, P.O. Box 607, Trenton, New Jersey 08625, telephone number: 609-530-5307, to arrange for inspection and testing of the material:

Ryan Rathbun
Geologist 3
Aggregate Inspection Section
Bureau of Materials
(609) 530-5307

Only material which clearly exhibits the appropriate approval stamp or has otherwise obtained the necessary material approvals of the Department will be accepted at delivery. An exception is that material which has been delivered and for which initial sampling indicates material conformance will be accepted conditionally pending satisfactory results of all other required tests.

All materials being used are subject to inspection, testing or rejection at any time prior to acceptance. Samples will be taken by a representative of the NJDOT. Results of tests made with NJDOT laboratory's apparatus and conforming to the requirements specified in the prescribed methods of tests, are official and copies of test results will be furnished upon request.

Testing will be performed in accordance with AASHTO or ASTM methods of tests or in accordance with specified departmental test methods as described in the NJDOT Test Methods. The testing methodology is available at the following web page:

[::https://www.state.nj.us/transportation/eng/specs/2019/pdf/StandSpecRoadBridge_20190528.pdf](https://www.state.nj.us/transportation/eng/specs/2019/pdf/StandSpecRoadBridge_20190528.pdf)

Except as otherwise provided, all materials will be tested at the expense of the State.

The State reserves the right to reject any material not complying with the requirements set forth in this specification. If the material fails to comply with the requirements, it shall be removed and replaced by the Vendor {Contractor}, at no cost to the State, with material complying with the requirements set forth herein.

For Other State Using Agencies and Cooperative Purchasing Program Participants: The Using Agency may employ their own testing processes subject to AASHTO or ASTM methodologies or they may rely on the NJDOT testing results. If Using Agencies choose to rely on NJDOT testing and results, they will be responsible for obtaining test results and approval documentation from the Manager, NJDOT, Bureau of Materials, P.O. Box 607, Trenton, New Jersey 08625, telephone number: 609-530-2307.

4.4.3 CERTIFICATION OF COMPLIANCE

Submit manufacturer's Certifications of Compliance stating that the materials and assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department, except for materials and assemblies that are temporary and not incorporated into the final construction and are not iron or steel such as sheeting and bridge assemblies. The State reserves the right to determine if a specific material or assembly meets this provision.

Materials specified will be accepted on the basis of certificates of compliance stating that such materials fully comply with requirements of the Bid Solicitation. The form of certificates of compliance shall be approved by the Using Agency/NJDOT engineer. Materials used on the basis of certificates of compliance may be sampled and tested at any time and, if found not to be in conformity with the Bid Solicitation requirements, the batch will be subject to rejection whether installed or not. The Vendor {Contractor} shall furnish four (4) copies of the certification of compliance with each delivery of materials that are acceptable by certification. One copy shall be furnished to the Using Agency/NJDOT engineer and two (2) copies shall be furnished to the NJDOT laboratory. It is recommended that the Vendor {Contractor} maintain a copy of the certificate of compliance for its records.

Certificates of compliance shall, at a minimum, contain the following information:

- Project name;
- Name of the Vendor {Contractor};
- Material description;
- Quantity of material represented by the certificate;
- Means of identifying the consignment, such as label marking, seal number, etc.;
- Date and method of shipment;

- Statement that the material conforms to the Bid Solicitation requirements and representative samples have been sampled and tested;
- If the submission is for an assembly of materials, a statement that the assembly conforms to the Contract;
- Signature of a person having legal authority to bind the supplier; and
- Signature attested to by a notary public or other properly authorized person.

Payments will not be made for materials specified to be accepted on the basis of certificates of compliance until the NJDOT engineer or, for other Using Agencies, the designated representative, has received the required certificate of compliance.

4.4.4 SAMPLING AND TESTING

A. General Acceptance Requirements: The Using Agency/NJDOT engineer may reject and require disposal of any batch or shipment that is rendered unfit for its intended use due to contamination or segregation.

B. Sampling: The Using Agency/NJDOT engineer will take random samples of material for testing.

4.5 VENDOR {CONTRACTOR} FACILITIES

4.5.1 FACILITIES INSPECTION

The Using Agency/NJDOT engineer or designated representative may undertake the inspection of materials at the source. Manufacturing plants may be inspected periodically for compliance with specified manufacturing methods. Material samples may be obtained for laboratory testing for compliance with materials quality requirements. This may be the basis for acceptance of manufactured lots as to quality.

In the event plant inspection is undertaken, the following conditions shall be met:

- The Using Agency/NJDOT engineer, or designated representative will have the cooperation and assistance of the Vendor {Contractor}.
- The Using Agency/NJDOT engineer or designated representative will have full access at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- If required by the Using Agency/NJDOT engineer or designated representative, the Vendor {Contractor} shall arrange for approved office space for the use of the inspector; such space shall be located conveniently in or near the plant.
- The Vendor {Contractor} shall ensure that adequate safety measures for the Using Agency/NJDOT engineer or designated representative are provided and maintained.

It is understood that the Using Agency reserves the right to retest all materials which have been tested and accepted at the source of supply after the same materials have been delivered and reject all materials which, when retested, do not meet the requirements of the specifications.

4.6 HEALTH AND SAFETY COMPLIANCE

The Vendor's {Contractor's} facility shall be maintained in a neat, sanitary condition in compliance with the requirements of Federal, State and local health departments as required by law.

The Vendor {Contractor} shall admit, without delay and without the presentation of an inspection warrant, any inspector of the Occupational Safety and Health Administration (OSHA) or other legally responsible agency involved in safety and health administration, upon presentation of proper credentials.

Precaution shall be exercised at all times for the protection of individuals 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.

4.7 MEASUREMENT AND PAYMENT

4.7.1 MEASUREMENT OF QUANTITIES

Measurements will be made in accordance with United States standard measure.

The method of measurement and computations to be used in determination of quantities of work performed under the Blanket P.O. are those methods generally recognized as conforming to generally accepted engineering practice.

All materials, which are measured or proportioned by weight, shall be weighed on accurate, approved scales by competent, qualified personnel at locations designated by the Using Agency/ NJDOT engineer.

Platform truck scales shall be direct-reading, cabinet dial type or an electronic load cell with a visual indicating device capable of automatically printing both gross and tare weights and time and date on the delivery ticket. The time and date may be printed automatically by a time clock each time the truck passes over the scale. The scales shall be equipped with a motion detection device or a time delay relay, which prevents printing the weight on the delivery ticket until the scale is fully at rest. Tare beams must be removed or permanently locked in place.

The approaches to the scale at both ends shall have a level grade at the same elevation as the platform. The scale cabinet and dial and the mechanical weight recorder shall be housed in a suitable shelter, furnished with adequate heat and light.

The scale shall have a manufacturer's rating equal to or greater than the maximum gross load being weighed. The accuracy shall be within the tolerances permitted by the New Jersey Department of Law and Public Safety, Office of Weights and Measures, and shall conform to the requirements of the National Bureau of Standards Handbook 44. Scales shall be tested annually and certified by the Office of Weights and Measures, New Jersey Department of Law and Public Safety, or a municipal weights and measures agency.

Scales shall be so located that they are plainly visible to the plant operator at all times.

The graduation of scales used in weighing amounts of broken stone less than 5,000 pounds shall not be greater than 5 pounds; for amounts from 5,000 to 10,000 pounds, not greater than 10 pounds; and, for amounts in excess of 10,000 pounds, not greater than 0.1 percent of the capacity of the scales.

When directed, the Vendor {Contractor} shall conduct tests to verify the accuracy of the scales within the normal weighing range and to assure that the interlocking devices and automatic recording equipment are functioning properly. At least ten (10) 50-pound standard weights shall be available for testing all scales. For each scale, a suitable cradle or platform shall be provided for applying the test load so that the load may be uniformly distributed. The test weights shall be kept clean and stored at the plant.

Scales overweighing (indicating more than true weight) shall not be permitted to operate and all materials received subsequent to the last previous correct weighing accuracy test will be reduced by the percentage of error in excess of one-half percent (1/2%).

In the event inspection reveals the scales have been under weighing, they shall be adjusted and no additional payment to the contractor will be allowed for materials previously weighed and recorded.

4.7.2 METHOD OF MEASUREMENT

The various gradations of aggregate will be measured by the ton, excluding waste/scrap material. The weight will be determined by one of the following methods:

1. A weigh ticket printed by an automatic printer scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tared and when it departed from the plant. Time and date may be printed automatically by a time clock. However, the net weight must be documented on each delivery ticket by a certified weigh-master.; or
2. A weigh ticket printed by an automatic scale showing the tare and gross weights of the truck as determined for each trip and the time and date indicating when the truck was tared and when it departed from the plant. Time and date may be printed automatically by a time clock; however, the net weight must be documented on each delivery ticket by a certified weigh-master. Fully automatic scales that print gross, tare and net weights are acceptable if the system is of an approved type in accordance with the requirements of the Using Agency/NJDOT and The Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety. The signature and official seal of a certified weigh- master shall be affixed to each weigh ticket.

Automatic truck scale weighing devices must be approved and certified by The Office of Weights and Measures, Division of Consumer Affairs, Department of Law and Public Safety.

In the event of a breakdown of the automatic printing system, weigh tickets showing the gross, tare and net weight of each truck, as entered and certified by a weigh-master, will be accepted for a period not exceeding the necessary repair time as certified by a licensed repairman.

A weigh ticket shall be furnished for each truckload. Material will not be accepted unless accompanied by a weigh ticket, which shall be legible and clearly indicate the printed heading of the supplier and location of the batch plant, the title of the project for which delivery is intended, the time and date, truck number, lot number and mix number of material being furnished, and the total net weight in each truckload.

5 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of Three (3) years.

This Contract may be extended up to two years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the State at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

NOTE: The contract cannot exceed the DPA threshold within any fiscal year (July 1st to June 30th).

5.2 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing until a new Contract can be completely operational. At no time shall this transition period extend more than 180 calendar days beyond the expiration date of this Contract, including any extensions exercised.

5.3 OWNERSHIP OF MATERIAL

- A. **State Data** – The State owns State Data. Contractor shall not obtain any right, title, or interest in any State Data, or information derived from or based on State Data. State Data provided to Contractor shall be delivered or returned to the State of New Jersey upon thirty (30) days notice by the State or thirty (30) days after the expiration or termination of the Contract. Except as specifically required by the requirements of the RFQ, State Data shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager.
- B. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- C. **Vendor Intellectual Property; Commercial off the Shelf Software (COTS) and Customized Software** – Contractor retains ownership of all Vendor Intellectual Property, and any modifications thereto and derivatives thereof, that the Contractor supplies to the State pursuant to the Contract, and grants the State a non-exclusive, royalty-free license to use Vendor Intellectual Property delivered to the State for the purposes contemplated by the Contract for the duration of the Contract including all extensions. In the event Contractor provides its standard license agreement terms with its Quote, such terms and conditions must comply with *RFQ Section 1.4 – Order of Precedence of Contractual Terms*.
- D. **Third Party Intellectual Property** – Unless otherwise specified in the RFQ that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, Contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the Quote price. In the event Contractor is obligated to flow-down commercially standard third party terms and conditions customarily provided to the public associated with Third Party Intellectual Property and such terms and conditions conflict with RFQ requirements, including the SSTC, the State will accept such terms and conditions with the exception of the following: indemnification, limitation of liability, choice of law, governing law, jurisdiction, and confidentiality. The RFQ including the SSTC shall prevail with respect to such conflicting terms and conditions. In addition, the State will not accept any provision requiring the State to indemnify a third party or to submit to arbitration. Such terms are considered void and of no effect. third party terms and conditions should be submitted with the Quote. If Contractor uses Third Party Intellectual Property, Contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. Contractor agrees that its

use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the Contractor, secured by the State as required by the RFQ, or otherwise supplied by the State.

- E. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the Contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, Contractor, subcontractor, or third party hereby assigns to the State, or Contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- F. **State Intellectual Property** – The State owns all State Intellectual Property provided to Contractor pursuant to the Contract. State Intellectual Property shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. The State grants Contractor a non-exclusive, royalty-free, license to use State Intellectual Property for the purposes contemplated by the Contract. Except as specifically required by the requirements of the RFQ, State Intellectual Property shall not be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the State Contract Manager. The State’s license to Contractor is limited by the term of the Contract and the confidentiality obligations set forth in *RFQ Section 6 – Data Security Requirements – Contractor Responsibility*.
- G. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Vendor Intellectual Property that is now owned or subsequently owned by Contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a third party.

5.4 DELIVERY TIME AND COSTS

Delivery time and costs covered in Section 4, Scope of Work. Can be determined by requestor.

5.5 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your **NJSTART** Vendor Profile. Please refer to the Quick Reference Guide entitled “Vendor Profile Management – Company Information and User Access” for instructions. The Quick Reference Guide is available on the [NJSTART Vendor Support Page](#).

6 GLOSSARY

Acceptance – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Bid or RFQ – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of New Jersey Standard Terms and Conditions (SSTC), State Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this RFQ issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bidder – An entity offering a Quote in response to the RFQ.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

Business Day – Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Commercial off the Shelf Software or **COTS** - Software provided by Provider that is commercially available and that can be used with little or no modification.

Customized Software - COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, "Customized Software" is not permitted to be sold to the State under the scope of this Contract.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

Days After Receipt of Order (ARO) – The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

Disabled Veterans' Business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract - means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Discount – The standard price reduction applied by the Bidder to all items.

Evaluation Committee – A group of individuals or a Using Agency staff member assigned to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Internet of Things (IoT) - the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible or recommended, not mandatory.

Mobile Device - means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Non-Public Data - means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Percentage Discount or Markup - The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security - means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Project – The undertakings or services that are the subject of this RFQ.

Protected Health Information or PHI - has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by

electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the RFQ.

Quote Opening Date - The date Quotes will be opened for evaluation and closed to further Quote submissions.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Retainage – The amount withheld from the Contractor payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

Security Incident - means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees;

and has gross revenues falling in one (1) of the six (6) following categories:

For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

Small Business Set-Aside Contract – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a Contract when that portion has been so designated.” N.J.S.A. 52:32-19.

Software - means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

Software as a Service or SaaS - means the capability provided to a purchaser to use the Provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

State Confidential Information - shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);

State Contract Manager or SCM – The individual, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

State Data - means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in the RFQ.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all Contractor’s obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

Unit Cost or Unit Price – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

Vendor – Either the Bidder or the Contractor.

Vendor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract Vendor Intellectual Property includes COTS or Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Vendor Intellectual Property.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or a third party engaged by Contractor or its subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Vendor Intellectual Property or Third Party Intellectual Property.