

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

BID SOLICITATION UPDATE

IFB NUMBER: 22669

DATE: April 10, 2013

GROUP: 31555 Comprehensive Liquid Bituminous Materials
(Asphalt Emulsions, Chip Seal - Conventional &
Fiber Reinforced, Cold Recycling, Joint & Crack
Filler/Sealer, Microsurfacing and/or Quick Set Slurry
Seal and Paver Placed Surface Treatment –
Conventional & Rubber Modified)
(All State Agencies and Political Subdivisions)

**PLEASE ADDRESS INQUIRIES TO
DESIGNATED CONTACTS:**

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BID OPENING: April 16, 2013

SUBJECT: REVISIONS AND CLARIFICATION TO BID SPECIFICATION

TO PROSPECTIVE BIDDERS:

Revisions on the aforementioned Invitation for Bid begin on page two (2) of this Purchasing Memorandum. It is the responsibility of the bidder to incorporate any changes into their bid documents.

All other terms and conditions of the bid solicitation remain unchanged. All bids shall be considered on the basis of this amendment.

If submitting a bid, this letter should be signed, attached to, and made a part of your bid.

BID OF (COMPANY): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

SIGNATURE OF BIDDER: _____

PRINTED COPY OF SIGNATURE: _____ DATE: _____

REVISION TO BID SPECIFICATION (Page 21)

On page 21 of the above Invitation for Bids, under clause **4.2 – “Evaluation Process”, point 7: Cold Recycling - Optional Items** has been replaced with the following:

Cold Recycling - Optional Items:

- a. Asphalt emulsion with additive
- b. Price per square yard for mobilization from Contractor's location to project location.
- c. *Additional cost/surcharge per square yard for small projects or projects recycled in short segments less than 20,000 square yards*
- d. Work Zone Traffic Control
- e. Price additional for rumble strips per linear foot
- f. Price additional per additional flagger per day
- g. Pilot vehicle per day per vehicle with driver
- h. Shoulder milling

REVISION TO BID SPECIFICATION (Page 27)

On page 27 of the above Invitation for Bids, clause **6.15 – “New York State Vendor Responsibility Questionnaire For-Profit Business Entity”** has been replaced with the following:

6.15 New York State Vendor Responsibility Questionnaire For-Profit Business Entity

OGS conducts a review of a Bidder to provide reasonable assurances that the Bidder is responsive and responsible. A New York State Vendor Responsibility Questionnaire For-Profit Business Entity (hereinafter the “Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, the Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination. OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at OSC’s website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. A Bidder opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. In order to assist the State in determining the responsibility of the Bidder, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid opening date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

REVISION TO BID SPECIFICATION (Several pages)

Due to conversion problems between different MSWord versions, some pages of the above Invitation for Bids show some incorrect symbols that have to be replaced as follows:

On pages 78, 79, 81 and 83 of the above Invitation for Bids, any instances of the symbol: ('705-02) have been replaced with the following: (§705-02)

On pages 81, 82 and 85 of the above Invitation for Bids, any instances of the symbol: (40EF) have been replaced with the following: (40°F)

On pages 80 and 82 of the above Invitation for Bids, any instances of the symbol: (∇ 10EF) have been replaced with the following: ($\pm 10^{\circ}\text{F}$)

REVISION TO BID SPECIFICATION (Page 79)

On page 79 of the above Invitation for Bids, clause **10.10.3.4 - Equipment Requirements** has been replaced with the following:

10.10.3.4 Equipment Requirements

When the filler or sealant is required to be supplied in hot oil-heated, containerized, mobile tanks, the equipment shall consist of a double boiler type melter.

The filler or sealant shall be heated in a melter constructed either as a double boiler with the space between the inner and outer shells filled with a heat-transfer medium, or with internal tubes or coils carrying the filler or sealant through a heated oil bath and into a heated double wall hopper. Direct heating shall not be used. The melter shall be capable of maintaining the specific pouring temperature within $\pm 40^{\circ}\text{F}$. The melter shall be equipped with positive temperature controls, and with mechanical agitation or a re-circulation pump capable of assuring a homogeneous blend of the filler or sealant. The melter shall have separate thermometers to indicate the temperature of the heat-transfer medium, and the filler or sealant material in the hopper. Before any crack filling or sealing shall commence, the Engineer or agency representative shall inspect the melter to ascertain the presence and working conditions of the thermometers. Under no circumstances will the Engineer or agency representative permit any crack filling or sealing if the thermometers are found to be defective or missing.

The Contractor shall be responsible for a safe and efficient method by which the engineer or agency representative will be able to accurately measure the temperature of the filler or sealant as it is discharged to the applicator wand. The proposed method must be submitted to the engineer or agency representative for their approval prior to the start of crack filling or sealing operations. The Contractor shall provide the engineer or agency representative with two (18 inch stem) thermometers having a temperature range sufficient to meet this requirement.

The discharge hose shall be equipped with a thermostatically controlled heating apparatus or shall be insulated sufficiently to maintain the proper sealant or filler temperature. The application wand shall be returned to the machine if it is not thermostatically heat controlled, and material recirculated as necessary to maintain the proper sealant or filler pouring temperature between individual crack sealing or filling operations.

When compressed air equipment (125 cubic feet per minute minimum) is required to be supplied, suitable traps or devices shall be installed on this equipment to prevent moisture and oil from contaminating the crack surfaces. The Contractor shall maintain these devices and see that they are functioning properly.

REVISION TO BID SPECIFICATION (Page 108)

On page 108 of the above Invitation for Bids, clause **11.13.2.6 - Bonding Requirements** has been replaced with the following:

11.13.2.6 Bonding Requirements

- A. Within 10 calendar days of receipt of a purchase order from the State or political subdivision, the Contractor shall provide the State agency or political subdivision the following
1. **Maintenance Material Bond.** A bond in the form similar to the sample included in this Invitation for Bids with sufficient sureties approved by the State's resident engineer or political subdivision representative guaranteeing replacement of deficient material in the form included in this Invitation for Bids. This bond shall remain in place for one year after final acceptance of the project by the State or political subdivision or until September 15 of the year following completion of the project, whichever is later.
 2. **Amount of Bond.** The amount of the Maintenance Material Bond shall be 100% of the amount of the project's cost.
 3. **Requirements of Bonds.** All Bonds shall be issued by a surety company approved by NYSDOT and authorized to do business in the State of New York as a surety.
- B. The procedure of the Maintenance Material Bond shall be as follows:
1. No later than August 1 of the year following the State's or political subdivision's acceptance of work completed under this contract, the State or political subdivision will evaluate the project for plow damage, flushing, delamination or raveling.
 2. The Contractor agrees to repair all areas that demonstrate plow damage, flushing, delamination or raveling greater than 2.0 yd² for any single location, or greater than 5.0 yd² for any 0.1 lane mile. Such repairs, however, shall not include any damage resulting from any forces or circumstances beyond the control of the Contractor. The evaluation of the micro-surfacing shall be made by the State's resident engineer or the political subdivision's representative as appropriate. If the Contractor does not agree with the evaluation it may appeal to the State's Regional Transportation Maintenance Engineer or political subdivision representative's supervisor whose decision shall be final.

Any resultant property damage deemed by the State's Regional Transportation Maintenance Engineer or political subdivision representative's supervisor caused by improper workmanship and/or defective materials shall be the responsibility of the Contractor
 3. On or before August 15, in the year immediately following the State's or political subdivision's acceptance of the micro-surfacing project, the State or political subdivision shall notify the Contractor of any areas deemed deficient by the State or political subdivision. The Contractor will initiate and complete the remediation within 30 days of notification.

REVISION TO BID SPECIFICATION (Page 133)

On page 133 of the above Invitation for Bids, under Rubber Modified Paver Placed Surface Treatment, in **Section 12.15.2.2 – Materials (Mix Design), Table 1 – Mixture Requirements** has been replaced with the following table:

TABLE 1 - MIXTURE REQUIREMENTS⁽¹⁾

Sieve Sizes (in)	Type A		Type B		Type C	
	Design Limits % Passing	Production Tolerance %	Design Limits % Passing	Production Tolerance %	Design Limits % Passing	Production Tolerance %
3/4					100	
1/2			100		85 - 100	± 4
3/8	100		85 - 100	± 4	60 - 90	± 4
1/4	85 - 100	± 4	30 - 55	± 4	30 - 55	± 4
No. 4	40 - 80	± 3	24 - 45	± 3	24 - 45	± 3
No. 8	21 - 45	± 3	21 - 37	± 3	21 - 37	± 3
No. 16	16 - 32	± 3	16 - 26	± 3	16 - 26	± 3
No. 30	12 - 25	± 2	12 - 20	± 2	12 - 20	± 2
No. 50	8 - 16	± 2	8 - 16	± 2	8 - 16	± 2
No.100	5 - 10	± 2	5 - 10	± 2	5 - 10	± 2
No.200	5 - 7	± 2	5 - 7	± 2	5 - 7	± 2
% PG Binder	5.8 – 6.4		5.8 – 6.4		5.8 – 6.4	

CLARIFICATION TO BID SPECIFICATION

INQUIRY: Prior years there have been pricing in the Emulsion contract for a Chipper and a Roller, but these are not noted on this bid under Optional Equipment, is this an oversight?

RESPONSE: It's not an oversight. NYSDOT eliminated these items from the Emulsion section of this IFB following a NYSDOT Materials Bureau's recommendation.