



Request for Proposal 08-X-20292

For: Tires and Tubes - REBID

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	04/11/08	5:00 PM
Mandatory Pre-bid Conference	N/A	N/A
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	04/24/08	2:00 PM

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

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

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

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: March 31, 2008

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Using Agencies. The purpose of this RFP is to solicit bid proposals for Tires and Tubes.

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

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

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a rebid of solicitation #08-X-39752. This is a reprourement of the **Tires and Tubes** term contract, presently due to expire on **May 31, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T0123 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

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

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

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are

opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the

State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.7 JOINT VENTURE

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

1.5 PRICE LIST AND/OR CATALOG PRICING

The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, FOB shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

FMVSS – Federal Motor Vehicle Safety Standards as established by National Highway Traffic Safety Administration (“NHTSA”) of the U.S. Department of Transportation (“DOT”).

Load Range (“L/R”) – Load rating, a measure of tire strength, specified by alpha designator, which replaces ply rating (“PR”). L/R is used to identify the load and inflation limits of a particular tire, when used in a specific type of service. L/R “A” equals PR “2”, L/R “B” – PR “4”, L/R C – PR “6”, L/R “D” - PR “8”, L/R “E” – PR “10”, L/R “F” – PR – “12”, L/R “G” – PR “14”, L/R “H” – PR “16”, L/R “J” – PR “18” and L/R “L” – PR “20”.

O.E. – Original Equipment

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 CONTRACT UTILIZATION

This RFP has been developed to establish term contracts to provide State Agencies and Cooperative Purchasing Partners with tires and tubes listed in the following groups:

- Group 1 – Automobile tires, radial, all-season tread (price lines 1-59)
- Group 2 – Automobile tires, radial, all-terrain tread (price lines 60-66)
- Group 3 – Police car tires, radial, H/V speed rating (price lines 67-79)
- Group 4 – Light truck tires, radial, all season/all-terrain tread (price lines 80-114)

- Group 5 – Truck tires, radial, on-road/on-off road tread (price lines 115-128)
- Group 6 – Truck tires, bias ply (price lines 129-132)
- Group 7 – Industrial tires (price lines 133-136)
- Group 8 – Farm tires (price lines 137-142)
- Group 9 – Off-road tires (price lines 143-145)
- Group 10 – Tubes (price line 146)

3.2 TYPE AND QUALITY LEVEL OF TIRES AND TUBES

- 3.2.1 The types of tires and tubes outlined in this RFP are to be of O.E. level within the manufacturer's product line. Bidders shall provide only current production, new, original equipment level tires and tubes of latest design during the term of this contract and any extension thereof. No used, retread or discontinued tires and tubes are acceptable. This RFP is designed to be nonrestrictive and to allow bidders to bid on any brand with the performance specified in this RFP.
- 3.2.2 No substitutions to the specified tire size, ply rating and tread type shall be acceptable.
- 3.2.3 Tires shall meet the requirements of Federal Specification ZZ-T-381-M. Tires shall also conform to the latest revisions of vehicle equipment safety regulation V-1, New Jersey Motor Vehicle regulations and the U.S. Department of Transportation, National Highway Traffic Safety Administration, Federal Motor Vehicle Safety Standards (FMVSS) 109, 110, 119, 120 and part 574.
- 3.2.4 Tires shall be free from defects in material and workmanship. All plies including cap, breaker and belts shall be smoothly and evenly laid and shall be free from buckles, wavy cords, air pockets and other imperfections. No tire shall have tread, ply, cord, bead or belt separation, chunking, or broken cords.

3.3 WARRANTY

- 3.3.1 Bidders shall provide a copy of the manufacturer's warranty document for the tires offered (See section 4.4.4 –D of this RFP). All warranty documentation from the manufacturer should be submitted with the bid proposal or must be delivered no later than five (5) days from written notification by the State. Failure to do so shall cause bid rejection for the price line item affected and, in turn, the group the affected price line item is part of.

3.4 ESTIMATED CONTRACT QUANTITIES

The estimated number of tires purchased annually by each of the major State Agencies is listed below for each type and is provided for reference only. The State will not be bound to any minimum, average or maximum volume of business per year or per order. Using Agencies will place orders on an as-needed basis.

Bureau of Transportation Services:

- 8,100 – Automobile tires (Groups 1 & 2)
- 500 – Light truck tires (Group 4)
- 900 – Truck tires (Groups 5 & 6)

Department of Transportation (NJDOT):

- 1,500 – Automobile tires (Groups 1 & 2)
- 500 – Police car tires (Group 3)

- 500 – Light truck tires (Group 4)
- 2,500 – Truck tires (Group 5 & 6)
- 400 – Industrial and miscellaneous tires (Groups 7, 8 and 9)

State Police:

- 6,000 – Police car tires (Group 3)

3.5 DELIVERY LOCATIONS FOR THE BUREAU OF TRANSPORTATION SERVICES:

- A. Main Administration Office & Repair Facility
605 South Board Street
Trenton, NJ 08625
- B. Trenton Psychiatric Facility
Sullivan Way
Quonset Hut (Bldg. 50)
Trenton, NJ 08625
- C. Hammonton Repair Facility
253D North White Horse Pike (Rt. 30)
Hammonton, NJ
- D. Clinton Repair Facility
c/o Hunterdon Developmental Center
Pittstown Road (Rt. 513)
Clinton, NJ 08808
- E. Lawrenceville Repair Facility
161 Eggerts Crossing Road
Lawrenceville, NJ 08648
- F. Keasbey Repair Facility
c/o Bayside State Prison
Route 47
Leesburg, NJ 08327
- G. New Lisbon Repair Facility
c/o New Lisbon Developmental Center
Route 72
New Lisbon, NJ 08064
- H. Newark Repair Facility
c/o Northern State Prison
Frontage Road
Newark, NJ 07114
- I. Lodi Repair Facility
c/o National Guard Armory
Essex Street
Lodi, NJ 07644
- J. Bayside Garage
Rt. 47 S. Delsea Drive
Delmont, NJ 08314

3.6 DELIVERY LOCATIONS FOR THE DEPARTMENT OF TRANSPORTATION

- A. Fernwood Central Shops & Major Repair Facility
999 Parkway Ave.
Trenton, NJ 08625
- B. Netcong Fleet Maintenance Facility
Routes 206 & I-80
Netcong, NJ 07857
- C. Bedminster Fleet Maintenance Facility
Routes 202 & 206
Bedminster, NJ 07921
- D. Newark Fleet Maintenance Facility
Routes 1, 9 and 21
Newark, NJ 07101
- E. Lafayette Fleet Maintenance Facility
Routes 15 & 94
Lafayette, NJ 07848
- F. Lodi Fleet Maintenance Facility
Routes 17 & I-80 & Gregg Street
Lodi, NJ 07644
- G. Woodbridge Fleet Maintenance Facility
90 Crows Mills Road
Keasbey, NJ 08832
- H. Toms River Fleet Maintenance Facility
Route 9 & Honey Locust Drive
Lakewood, NJ 08701
- I. Cherry Hill Fleet Maintenance Facility
Rts. 70 at the NJ Turnpike
Cherry Hill, NJ 08003
- J. Mays Landing Fleet Maintenance Facility
Rts. 50 & 322
Mays Landing, NJ 08330
- K. Vineland Fleet Maintenance Facility
1959 South Delsea Drive
Vineland, NJ 08360
- L. Freehold Fleet Maintenance Facility
Route 79 Daniels Way
Freehold, NJ 07728

3.7 DELIVERY LOCATIONS FOR THE DIVISION OF STATE POLICE

- A. New Jersey State Police
Division of Headquarters Garage
Box 7068, Rt. 29, River Road
West Trenton, NJ 08625
PHONE: 609-882-2000, ext. 2835

- B. New Jersey State Police
Troop "A" Buena Vista Garage
State Highway 54
Buena Vista Twp., NJ 08310

- C. New Jersey State Police
Troop "A" Bridgeton Garage
S.H. 77 & Landis Road
Bridgeton, NJ 07512

- D. New Jersey State Police
Troop "B" Totowa Garage
Route 206
Totowa, NJ 07512

- E. New Jersey State Police
Troop "B" Bedminster Garage
Route 206
Bedminster, NJ 07921

- F. New Jersey State Police
Troop "B" Sussex Garage
Route 206
Augusta, NJ 07822

- G. New Jersey State Police
Troop "C" Hamilton Twp.
1400 Negron Drive
Hamilton Township, NJ 08619

- H. New Jersey State Police
Troop "C" Allenwood Garage
2101 Allenwood Road
Wall, NJ 07540

3.8 REPLACEMENT OF DISCONTINUED PRODUCTS

The contractor may offer replacement tire for any manufacturer discontinued tire in its contract. The replacement item **MUST** be a like item and must be offered at the same or lesser price of the original tire.

The contractor must write to the buyer of record stating that the tire has been discontinued by the manufacturer along with supporting documentation from that manufacturer that the item has been discontinued. The contractor must provide in its letter the model # of the new product

being offered, detailed literature, along with the price of the new tire. The State will not be able to approve a replacement of a discontinued tire without all of the above information.

3.9 TECHNICAL SPECIFICATIONS

3.9.1 AUTOMOTIVE TIRES, RADIAL, ALL-SEASON TREAD, O.E. LEVEL (GROUP 1, PRICE LINES 1-49)

And

3.9.2 AUTOMOTIVE TIRES, RADIAL, ALL-TERRAIN TREAD, O.E. LEVEL (GROUP 2, PRICE LINES 50-56)

Tires must be manufacturer's standard first quality radials as offered to the general public, with load range S1, S2 or SL (ply rating of 4). Tires must be blackwall, except price lines 50 and 55, which can be used for whitewall tires.

Tread shall be all-season for Group 1 tires and all-terrain for Group 2 tires.

All Groups 1 & 2 tires must have a minimum tread life rating of 45,000 miles.

Price lines 1 through 45 list the specific sizes of Group 1 tires and price lines 46 through 48 list tire services (tire mounting, spin balance and disposal) for Group 1 tires. Price lines 50 through 65 list the specific sizes of Group 2 tires and 50 through 55 list tire services for Group 2 tires.

Price line 56 covers all other sizes of O.E. Level Group 1 tires which are not specifically listed on price lines 1 through 45. Price line 56 covers all other sizes of O.E. Level Group 2 tires which are not specifically listed on price lines 50 through 52. The bidders shall bid a discount off the manufacturer's list prices on price lines 49 and 56.

3.9.3 POLICE CAR TIRES, RADIAL, H/V SPEED RATING, O.E. LEVEL (GROUP 3, PRICE LINES 57-67)

Police car tires shall be blackwall radials with all-season tread, except price line 67, which can be used for whitewall, etc. tires. The police car tires should have two radial plies or polyester cord plus two Aramid fiber or two steel belts and two nylon overlays. All test requirements are to be performed by the bidder.

High Speed Test Requirement:

Two (2) tires are to be tested for high speed performance as follows:

Test conditions:

1. Load – 1,521 lbs.
Inflation – 35 PSI Cold
Rim Width – 6.5 inches
2. Minimum ambient temperature of 60 degrees F.

Test Procedure:

1. The test is to be based on the simultaneous performance of two tires; one on each of the front wheel positions of the test car.

2. The two (2) tires are to be of the same type, and must complete a 12,000 mile tread-wear test. Break-in is to be 50 miles at 60 mph.
3. After the tires perform the process outlined in #2 above, the tires are to be cooled and air pressure is to be re-adjusted to 35 PSI after break-in.
4. The following steps are to be run continuously and recorded on a tachograph:

50 miles at 90 mph
50 miles at 100 mph
50 miles at 110 mph
50 miles at 120 mph
50 miles at 130 mph

Tires must not tear or throw tread rubber, or show any signs of thread separation, or cracking in the grooves, or bow out during or at conclusion of the test. The bidder must certify that the tires meet the testing requirements. The certification documentation should be submitted with the bid proposal or within five (5) days of written request by the State. Failure to do shall result in the bid rejection for the price line item affected and, in turn, the group the affected price line item is part of.

Tread-wear Requirements:

Four tires are to be tested for tread-wear performance as follows:

Test Conditions:

1. Load – 1,521 lbs.
Inflation – 35 PSI cold
Rim Width – 6.5 inches

Test Procedures:

1. The test is based on the simultaneous performance of four tires, on each wheel position of the test car with no rotation of the wheel positions during the test.
2. The test is to be run for 12,000 miles at 60 mph over a suitably paved test track.
3. At the completion of 12,000 miles the fastest wearing groove or grooves of any of the four tires must project to 40,000 miles to smooth by straight line projection and have a maximum skid depth loss of 20%.

Tires must not tear or throw tread rubber, or show any signs of thread separation, or cracking in the grooves, or bow out during or at conclusion of the test. The bidder must certify that the tires meet the testing requirements. The certification documentation should be submitted with the bid proposal or within five (5) days of written request by the State. Failure to do shall result in the bid rejection for the price line item affected and, in turn, the group the affected price line item is part of.

Size and Physical Requirements:

Size: Must meet dimensional requirements of FMVSS 109.

Revolutions per mile @ rated load (1,521 lb.) @ 35 PSI on 6.5" rim must be within plus or minus 2% of 762 RPM.

Other Requirement:

The tires must meet all FMVSS 109 laboratory test requirements and be marked with the "DOT" compliance symbol.

Certification:

The bidder should attach with its bid proposal the results of all testing in detail, specifying the name and location of the testing agency together with the date on which the tests were conducted, and the location and description of the test track. The track used must be known in the automotive or tire industry as a test track. The description of the test track must be detailed to the extent that the State Agency is assured of the existence of adequate and proper track conditions. The bidder must submit a full description and identification of tires tested. Any tires tested on an open public highway will not be accepted. The following test results shall be attached by the bidder and shall include the information previously provided in the RFP.

1. High Speed Test – A copy of the resulting tachograph must be included with the test results.
2. Tread-wear Test – Test results
3. Plunger Energy Test – Test results

Bidder's failure to submit complete certification of test result with its bid proposal or with in five (5) working days of written request from the State will result in rejection of its bid proposal for Group 3 tires. Any material exceptions taken in meeting the above requirements will also result in the rejection of its bid proposal for Group 3 tires. It is mandatory that the contractor furnish tires of the same design and exact construction as those tested.

The bidder is required to submit a description of the test procedure employed be the testing agency.

The Purchase Bureau may require the bidder to submit certification within five (5) working days from the date of written notification stating that the tires offered in Group 3 is of the same design and construction as the tires for which test results were submitted. If in actual usage, the contractor furnishes tires which do not comply with RFP requirements or meet certified test results, the Director reserves the right to terminate the contract and purchase the tires from any source, with the difference in price to be deducted from monies owed to the defaulting contractor.

Delivery:

All deliveries to the State Police are to be made solely to the locations specified in Section 3.7 of this RFP.

Price lines 57 through 63 list the specific sizes of Group 3 tires and price lines 64 through 66 list tire services (tire mounting, spin balance and disposal) for Group 3 tires. The bidder shall bid a fixed price on each of these price lines.

Price line 67 covers all sizes of O.E. level Group 3 tires which are not specifically listed on price lines 57 through 66. The bidder shall bid a discount off the manufacturer's list prices on price line 67.

3.9.4 LIGHT TRUCK TIRES, RADIAL, O.E. LEVEL (GROUP 4, PRICE LINES 68-99)

Tires must be the manufacturer's standard first quality radials, as offered to the general public.

Treads shall be either all-season or all-terrain as specified on each price line.

Price lines 68 through 95 list the specific sizes of Group 4 tires and price lines 96 through 98 list tire services (tire mounting, spin balance and disposal) for Group 4 tires. The bidder shall bid a fixed price on each of these price lines.

Price line 99 covers all other sizes of O.E. level Group 4 tires which are not specifically listed on price lines 68 through 95. The bidder shall bid a discount off manufacturer's list prices on price line 99.

3.9.5 TRUCK TIRES, RADIAL, O.E. LEVEL (GROUP 5, PRICE LINES 100-113)

Tires must be the manufacturer's standard first quality radials, as offered to the general public.

Treads shall be either on-road or on/off road specified on each price line.

Price lines 100 through 109 list the specific sizes of Group 5 tires and price lines 110 through 112 list tire services (tire mounting, spin balance and disposal) for Group 5 tires. The bidder shall bid a fixed price on each of these price lines.

Price line 113 covers all other sizes of O.E. level Group 5 tires which are not specifically listed on price lines 100 through 112. The bidder shall bid a discount off manufacturer's list prices on price line 113.

3.9.6 TRUCK TIRES, BIAS PLY, O.E. LEVEL (GROUP 6, PRICE LINES 114-117)

Tires must be the manufacturer's standard first quality bias ply, as offered to the general public.

Price line 117 covers all O.E. level Group 6 tires. The bidder shall bid a discount off manufacturer's list prices on price line 117.

Price lines 114 through 116 list tires services (tire mount, spin balance and disposal) for Group 6 tires. The bidder shall bid a fixed price on each of these price lines.

3.9.7 INDUSTRIAL TIRES, O.E. LEVEL (GROUP 7, PRICE LINES 118-121)

Tires must be the manufacturer's standard first quality industrial tires, as offered to the general public.

Price line 121 covers all O.E. level Group 7 tires. The bidder shall bid a discount off manufacturer's list prices on price line 121.

Price lines 118 through 120 list tires services (tire mount, spin balance and disposal) for Group 7 tires. The bidder shall bid a fixed price on each of these price lines.

3.9.8 FARM TIRES, O.E. LEVEL (GROUP 8, PRICE LINES 122-127)

Tires must be the manufacturer's standard first quality farm tires, as offered to the general public.

Price lines 126 and 127 cover all O.E. level Group 8 front and rear tires, respectively. The bidder shall bid a discount off manufacturer's list prices on each of these two lines.

Price lines 122 through 125 list tires services for Group 8 tires. The bidder shall bid a fixed price on each of these price lines.

3.9.9 OFF ROAD TIRES, O.E. LEVEL (GROUP 9, PRICE LINES 128-130)

Tires must be the manufacturer's standard first quality off-road tires, as offered to the general public.

Price line 130 covers all O.E. level Group 9 tires. The bidder shall bid a discount off manufacturer's list prices on price line 130.

Price lines 128 through 129 list tire mounting and disposal services, respectively, for Group 9 tires. The bidder shall bid a fixed price on each of these price lines.

3.9.10 TUBES, O.E. LEVEL (GROUP 10, PRICE LINE 131)

Tubes must be the manufacturer's standard first quality tubes, as offered to the general public.

Price line 131 covers all O.E. level tubes. The bidder shall bid a discount off manufacturer's list prices on price line 131.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

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

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

NOTE: An authorized dealer/distributor must be registered with the New Jersey Department of the Treasury's Division of Revenue before being added to a manufacturer's contract. A copy of the authorized dealer's/distributor's business registration certificate (or interim registration) may be submitted with the manufacturer's bid proposal, during bid evaluation or during the contract period.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this RFP.

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:
<http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

4.4.4 SUBMITTALS

A. Manufacturer's Price Lists

The bidder must submit the latest manufacturer's price list for each group and each brand of tires bid with its bid proposal. The price list should not only include the specific sizes of tires listed under each group on the pricing lines but also cover all other sizes of tires in the group for which no specific sizes are listed in this RFP. The price list must be the most current as of the bid opening date of this RFP. Failure to submit the required price list shall result in a bid rejection for the affected group of tires and tubes.

In addition to the above requirements, the bidder is encouraged to submit its price list(s) in the form of a CD in PDF or text format. However, the preprinted hard copy paper price list must be included with the bid proposal.

B. Manufacturer's Product Specifications

Manufacturer's current detailed product specifications and descriptions must be submitted for all products with its bid proposal. Failure to submit product specifications shall result in the rejection for the affected group of tires.

C. Testing Results for Police Tires (Group 3)

The bidder submitting a bid proposal for Group 3 tires is to certify that the tires meet the testing requirements set forth in Section 3.8.3 of this RFP, with its bid proposal. Failure to submit such certification may result in the rejection of its bid proposal for Group 3 tires.

D. Warranty Information

The passenger car tires (Group 1 & 2) require a 45,000 mile tread life warranty.

Both a copy of the 45,000 mile warranty and copy of manufacturer's standard warranty for other groups of tires being offered should be submitted with its bid proposal or must be submitted within five (5) business days of either oral or written request by the State. Failure to do so will result in the bid rejection for the affected group of tires and tubes.

The bidder certifies that all tires offered meet the latest Federal Specifications, Federal Motor Vehicle Safety Standards and New Jersey Motor Vehicle Code Regulations:

() YES () NO

E. Manufacturer's List of Authorized Dealer/Distributors

Tire manufacturers submitting a bid proposal must enclose a copy of their dealer/distributor list which must include the complete name, address, telephone number, contact person, email address and Federal Identification Number for all dealers/distributors that will be authorized to act on the manufacturer's behalf. Dealer/Distributors should be listed in alphabetical order by dealer/distributor name in order to facilitate ease of ordering and payment by the Using Agencies.

IMPORTANT NOTE:

An authorized dealer/distributor must be registered with the New Jersey Department of the Treasury's Division of Revenue before being added to a manufacturer's contract. A copy of the authorized dealer's/distributor's business registration certificate (or interim registration) may be submitted with the manufacture's bid proposal, during bid evaluation or during the contract period. Refer to Section 4.4.2 of this RFP.

In addition, each dealer/distributor is responsible for completing the W-9 form which can be located at the following website: (<http://www.state.nj.us/treasury/omb/forms/index.shtml>)

Without the above forms the dealer/distributor will be precluded from doing business under this contract.

Also any dealer/distributor added during the term of this contract will also need to comply with the above requirements.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

Not applicable to this RFP.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.6 PRICING

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

4.4.7 METHOD OF BIDDING

4.4.7.1 To be qualified for a group, the bidder must bid on all price lines in the group. Any bid proposal offering an alternate size or ply rating of tire other than the one listed on the price line will be automatically rejected for that group.

4.4.7.2 The bidder must bid a fixed price on all price lines that list specific tire size and that list tire services. On all other price lines, which cover non-specified tire and tube sizes, the bidder must bid a fixed discount off manufacturer's list prices. A range of discounts is not acceptable. If the bidder is offering no discount, it must enter a zero "0" or the word "net" in the pricing column. Failure to do so will result in the rejection of its bid proposal for the affected group.

4.4.7.3 The bidder must identify manufacturer's price lists and pages in the manufacturer's price lists, in the space provided on the price lines that correspond to the specific group of tires and tubes. (For example, if the bidder is offering a Goodyear product and a Goodyear price for Group 9 tires, the bidder must identify Goodyear price list and pricing pages in the Good year price list that apply specifically to Group 9 tires. Failure to do so may cause the bid proposal to be non-responsive for the affected group.

4.4.7.4 For a tire service (mounting, balancing or used tire disposal), the bidder must bid a price for providing the tire services at the bidder's facility.

4.4.7.5 No additional delivery charges will be accepted and paid for during the term of this contract.

4.4.7.6 It is mandatory that the bidder adhere to the pricing methodology specified herein.

4.4.7.7 Prices and discounts bid and manufacturer's list prices shall remain firm for the full term of the contract period and any extensions thereof. No escalation of prices will be permitted during the term of the contract and any extensions thereof.

4.4.7.8 Tire mounting must include provision and installation of a new valve stem and dismounting of defective/worn tire at no extra charge. **Bidders must provide one firm fixed price for this line item. The State will not accept multiple prices, price to be determined, local pricing applies, etc. Failure to provide a firm fixed price will result in the reject of its bid proposal for that category.**

4.4.7.9 The bidder must provide, for each price line item, all required information, including brand name, model and product number. Failure to provide the required information may make it impossible to carry out a bid evaluation, in which case the bid proposal shall be rejected for the affected group.

4.4.7.10 A single award shall be made for each of Groups 1 through 5. For Groups 6 through 10, a single award shall be made for each brand in the group, in which case Using Agencies shall order the brand best meeting their requirement, price and other factors considered.

4.4.7.11 In the event of a manufacturer's price decrease during the contract period and any extensions, thereof, the State shall receive a full benefit of such price reduction on any subsequent order placed from the effective date of the price reduction during the remainder of the contract period and any extensions thereof. The assigned buyer must be notified in writing of any price reductions within five (5) business days of the effective date of such price reduction.

4.4.8 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **one (1) year**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of a **two (2)** one-year periods, by the mutual written consent of the contractor and the Director.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the

Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x20292.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

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

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

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

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

5.12 EXCEPTIONS

The NJ Standard Terms and Conditions Version 07 27 07 are applicable to the contract resulting from this RFP. The State is willing, however, to consider and/or negotiate exceptions if necessary for a vendor to submit a bid proposal. The State will make the final determination. However, the State cannot and will not grant exceptions to provisions based on New Jersey Law. Any exceptions must be clearly detailed and submitted with the bid proposal. Each exception should begin by referencing the RFP page number and section number to which it relates.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.1.4 All requirements as per Section 4.4.4 of this RFP.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any

other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Awards will be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is (are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.2.1 For purposes of determining the awardee for tire groups 1-5, the Purchase Bureau will be utilizing a consumption model. The consumption model will be made available at the public bid opening.

7.2.2 A single award shall be made for Groups 6-10 for each brand in the group. Using Agencies must utilize the bidder offering the greatest discount. In the event the bidder offering the greatest discount cannot provide a specific tire, the Using Agencies will then be able to purchase from the bidder offering the next greatest discount and so on until their requirements are met.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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