



Request for Proposal 08-X-39356

For: Automotive Lubricants: Engine/Gear Oils, Greases, ATF & Hydraulic Oil

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	08/23/2007	5:00 PM
Mandatory Pre-bid Conference	NOT APPLICABLE	
Mandatory Site Visit	NOT APPLICABLE	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	09/07/2007	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.

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

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: 07/18/2007

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NOTICE TO BIDDERS

SET-ASIDE CONTRACTS N.J.S.A 52:32-17, N.J.A.C. 17:13, 12A:10

Pursuant to the provisions of the New Jersey statute and administrative code cited above, this contract, or a portion thereof, has been designated as a set-aside contract for Small Business. As such, as indicated on page one of this document, eligibility to bid is limited to bidders (or subcontractors, as applicable) that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce). The definitions of each Small Business set-aside category can be found at N.J.A.C. 17:13-1.2 or N.J.A.C. 12A:10-1.2.

"Small Business" means a business that has its principal place of business in the state of New Jersey, is independently owned and operated, and has no more than 100 full-time employees.

The new program places Small Business into the following categories: (I) those with gross revenues up to \$500,000; (II) those with gross revenues of up to \$5 million; and (III) those with gross revenues that do not exceed \$12 million. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.

Each business interested in bidding for this contract should provide, as part of its response to this solicitation, proof of its current registration as a qualifying Small Business with the New Jersey Commerce, Economic Growth and Tourism Commission. Any business that seeks to register as a Small Business is required to submit a fee along with its application to Commerce.

All necessary forms and any additional information concerning registration may be obtained by contacting Commerce's office of Small Business services, by telephone at the number below, or by mail, or in person between the hours of 9:00 am and 5:00 pm at the address below:

**NEW JERSEY COMMERCE, ECONOMIC GROWTH AND TOURISM COMMISSION
OFFICE OF SMALL BUSINESS SERVICES
20 WEST STATE STREET - 4TH FLOOR
PO BOX 820, TRENTON, NJ 08625-0820**

TELEPHONE: 609-292-2146

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 various State agencies. The purpose of this RFP is to solicit bid proposals for automotive lubricants: engine/gear oils, greases, ATF and hydraulic oils.

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 05 09 06 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 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 vendors, 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 reprocurement of the automotive lubricants term contract, presently due to expire on **08/16/2007**. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T-0097** at: <http://www.state.nj.us/treasury/purchase/contracts.htm>.

Bidders should note that changes have been made to the RFP specifications as a result of industry changes in response to 2007 EPA emissions standards. In addition, the contracts resulting from this RFP have been designated as a partial set-aside rather than an entire set-aside.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property

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

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

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

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

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

State - State of New Jersey

Using Agencies- The entities for which the Division has issued this RFP.

2.2 CONTRACT SPECIFIC DEFINITIONS

SAE - Society of Automotive Engineers

ASTM - American Society for Testing Materials

API - American Petroleum Institute

ILSAC - International Lubricant Standardization and Approval Committee, a joint effort by General Motors, Ford Motor Company, DaimlerChrysler and Japanese automakers.

NLGI - National Lubricating Grease Institute

AGMA - American Gear Manufacturer's Association

EMA - Engine Manufacturer's Association

ACEA - Association of the European Auto Manufacturers

JAMA - Japan Automobile Manufacturers Association

JASO - Japanese Automobile Standards Organization

API Certification Mark - "Starburst", designed to identify engine oil that meets the latest requirements of ILSAC. The symbol must be displayed on the front of an oil container.

API Service Symbol - "Donut" that provides oil performance level (API service category or categories), SAE viscosity grade and energy-conserving properties. The symbol must be displayed on the front of an oil container.

ISO VG - Viscosity grade system for hydraulic oils, introduced by International Organization for Standardization.

cSt - Centistokes (1/100 stokes), unit used to express viscosity, measure of a fluid's resistance to flow at high temperature, either 40°C or 100°C, (Kinematic Viscosity). 1cSt=1mm²/s.

cP - CentiPoise, unit used to express absolute viscosity. 1cP=1mPa·s, 1cP=1cSt x density (g/cm³). Cranking and pumping viscosities (low-temperature "W" grade) and high-temperature/high-shear (at 150°C) are measured in centiPoise.

Multigrades - Multiviscosity-grade oils, non-Newtonian oils, which commonly contain polymeric additives as viscosity modifiers for both low-temperature (10W SAE viscosity grade, for example) and high-temperature (30 SAE viscosity grade, for example) applications, and which are described by low-temperature SAE viscosity grade followed by high-temperature SAE viscosity grade, as in SAE 10W-30.

OEM - Original Equipment Manufacturer

Brookfield Viscosity - Viscosity, in centiPoise, as determined by Brookfield Viscometer (ASTM D 2983), to usually express low-temperature properties of gear oils and transmission fluids.

Single-grades - Single viscosity-grade oils, Newtonian oils, which may be either low-temperature grade (with "W", for winter, suffix, such as 0W, 5W, 10W, 15W, 20W, and 25W SAE viscosity grades) or high-temperature such as 20, 30, 40, 50 and 60 SAE viscosity grades.

Universal Oils - Single-grade or multigrade engine oils, suitable for automotive (including off-road application) diesel and gasoline engines. Universal oils are primarily intended for diesel service, with the "C" category (diesel) replacing the "S" category (gasoline/propane/CNG) in the API category designation. These oils meet Detroit Diesel engines specifications.

Viscosity Index (V.I.) - An indicator of the rate of change of viscosity with temperature (ASTM D 2270).

HT/HS, cP - High-temperature/high shear rate viscosity at 150°C in cP (ASTM D 4683).

Pour Point - Low temperature flow indicator in degrees Celsius (ASTM D 97).

Flash Point - Minimum temperature at which vapor is produced to yield a combustible mixture (ASTM D 92).

cSt @ 40 ° C/100 ° C - Kinematic viscosity in cSt at 40 ° C and 100 ° C (ASTM D 445).

SUS - Saybolt Universal Seconds, unit of measure of viscosity for viscous oils.

TBN - Total Base Number, which measures the reserve alkalinity of oil - ability of an alkali to neutralize the effect of acid formation, mg KOH/g (ASTM D 2896)

Sulfated ash - Non-combustible residue (D 874), in % weight

SM – Most current API service category (performance level) for all automotive engines presently in use. Oils in this category are backward compatible with all previous categories.

CJ-4 - API Performance level category introduced in 2006 for high-speed, four-stroke cycle, diesel engines, using diesel fuel with low sulfur content (up to 0.05% weight), to meet 2007 model year on-highway exhaust emission standards. CJ-4 oils can be used in place of the previous CI-4, CH-4, CG-4, and CF-4 oils. Use of CJ-4 oil with fuels having more than 0.0015% sulfur content by weight may impact exhaust aftertreatment system durability and/or oil drain intervals.

CF - API Performance level category introduced in 1994 for off-road diesel engines, including those using fuel with over 0.5% weight sulfur content. CF oil can be used in place of the obsolete CD oil.

CF-2 - API Performance level category introduced in 1994 for severe-duty two-stroke cycle engines. CF-2 oil can be used in place of the obsolete CD-II oil.

EC/ECII - API Service category “S” engine oils categorized as Energy-Conserving or Energy-Conserving II, in accordance with SAE J1423 and ASTM D 4485.

Global DHD-1 - Global performance specification developed by EMA, ACEA, and JAMA for 4-stroke cycle diesel engine oil in vehicles over 8,600 lb. GVWR. Although not required, engine manufacturers may recommend oils meeting this standard to maintain engine durability.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL

This RFP provides the specifications for quality, branded automotive lubricants: engine oils, gear oils, greases, automatic/hydraulic transmission fluids and hydraulic oils for use in the State's diverse fleet of on- and off-road vehicles. **Regardless of the API category specified, all products must meet the most current industry standards for use in a diverse fleet.**

The State makes no representation and provides no guarantee as to the minimum, average or maximum volume of purchases made under this contract.

The bidder must be an authorized dealer of the brand manufacturer. The bidder should provide the brand manufacturer's certification identifying the bidder as an authorized dealer/distributor with its bid proposal. If the bidder does not provide the manufacturer's certification with its bid, it must provide the certification within five (5) business days of written or verbal notification by the State. Failure of the bidder to do so will result in the rejection of its bid proposal.

All products bid must meet OEM specifications as a qualified product for use in the original equipment as required by DaimlerChrysler, General Motors, Ford Motor Company, Toyota Motor Corporation, Honda Motor Corporation and North American truck manufacturers. A bidder must be able to provide the oil manufacturer's certification that the products bid meet OEM specifications and that the OEM equipment warranty shall not be voided or adversely affected. If the bidder does not provide the manufacturer's certification with its bid, it must provide the certification within five (5) business days of written or verbal notification by the State. Failure of the bidder to do so will result in the rejection of its bid proposal. The bidder must agree to repair or replace any equipment damaged due to defective products provided under contracts resulting from this RFP.

Bidder certifies that the products it has bid meet all requirements of the above automotive and truck manufacturers and that its products will not violate the warranty terms of the automotive and truck manufacturers.

Yes: _____ **No:** _____

Products bid shall be performance branded products and of high quality. Blended products are not acceptable. Base stock used by the brand manufacturer in a formulation of the final product bid must be a virgin stock except where re-refined oils are specified. No exceptions are permissible.

Where re-refined oils are specifically required, the only acceptable re-refining process is one which treats the used oil as a crude oil, subjecting it to the same refinery processes normally used for geological crude, such as dehydration, vacuum distillation and hydrogenation. Re-refined oil shall meet the same OEM and RFP specification requirements as virgin stock. The re-refined oil brand manufacturer shall certify that its re-refined oil is truly re-refined oil, meets all requirements, and will not void or adversely affect the OEM equipment manufacturer's warranty. The bidder should provide a copy of the oil brand manufacturer's certification letter with its bid. If the bidder does not provide the manufacturer's certification with its bid, it must provide the certification within five (5) business days of written or verbal notification by the State. Failure of the bidder to do so will result in the rejection of its bid proposal. Re-refined engine oil must be consistent in properties and quality, and meet all SAE viscosity and API specifications, ILSAC requirements (gasoline engines) and OEM requirements.

NOTE: The re-refined oils as listed in [section 3.1.2](#) and the price lines indicated are **not** a small business set-aside. These oils can be bid by all vendors including small businesses.

The bidder must be able to provide independent lab test reports for both virgin and re-refined oils listed in this RFP to demonstrate that products bid meet the RFP specifications.

The bidder must submit, with its bid proposal, complete commercially printed brand manufacturers' product data/specification sheets for each product bid. The product data sheets must include brand name, product name, product description, product applications, classifications and approvals (such as, SAE 10W-30, API SL, ILSAC) and physical properties/technical specifications to address the RFP specifications fully and completely.

If some specifications are not fully addressed in the brand manufacturer's standard product data sheet, a letter from the brand manufacturer addressing these specifications will be acceptable. The letter shall include the lubricant engineer's name and direct phone number. Any such claims must also include supporting documentation from the engine, pump or vehicle OEM or an independent testing laboratory. The brand manufacturer's letter with supporting documentation must be provided with the bid proposal.

Deviation or Substitution: _____

3.1.1 SET-ASIDE PRICE LINES

The following chart lists the price lines that are dedicated as Small Business Set-Aside items. A bidder offering a bid for these products must meet the specifications of the RFP and must meet the small business set-aside criteria as indicated in [section 4.4.2.2](#) to be considered for an award for these price lines.

PRICE LINE	DESCRIPTION
00001	SAE 5W-20, API SM, MULTIGRADE, VIRGIN STOCK, 55 gal
00002	SAE 5W-20, API SM, MULTIGRADE, VIRGIN STOCK, quarts
00003	SAE 5W-30, API SM, MULTIGRADE, VIRGIN STOCK, 55 gal.
00004	SAE 5W-30, API SM, MULTIGRADE, VIRGIN STOCK, quarts
00005	SAE 5W-30, API SM, MULTIGRADE, VIRGIN STOCK, bulk
00007	SAE 10W-30, API SM, MULTIGRADE, VIRGIN STOCK, 55 gal.
00008	SAE 10W-30, API SM, MULTIGRADE, VIRGIN STOCK, quarts
00009	SAE 10W-40, API SM, MULTIGRADE, VIRGIN STOCK, 55 gal.
00010	SAE 10W-40, API SM, MULTIGRADE, VIRGIN STOCK, quarts

00012	SAE 30, API CF/CF-2, UNIVERSAL SINGLE GRADE, VIRGIN STOCK, 55 gal.
00014	SAE 40, API CF/CF-2, UNIVERSAL SINGLE GRADE, VIRGIN STOCK, bulk
00015	SAE 40, API CF/CF-2, UNIVERSAL SINGLE GRADE, VIRGIN STOCK, 55 gal.
00016	SAE 10W-30, API CI/CF-4, UNIVERSAL MULTIGRADE, VIRGIN STOCK, 55 gal.
00017	SAE 10W-30, API CI/CF-4, UNIVERSAL MULTIGRADE, VIRGIN STOCK, quarts
00018	SAE 15W-40, API CJ-4/CF, UNIVERSAL MULTIGRADE, VIRGIN STOCK, 55 gal.
00019	SAE 15W-40, API CJ-4/CF, UNIVERSAL MULTIGRADE, VIRGIN STOCK, quarts
00020	SAE 15W-40, API CJ-4/CF, UNIVERSAL MULTIGRADE, VIRGIN STOCK, bulk
00022	SAE F/M 4, API TC, VIRGIN STOCK, quarts
00023	GEAR OIL, SAE 80W-90, API GL-5 AND API MT-1, VIRGIN STOCK, 16 gal. pail
00024	GEAR OIL, SAE 80W-90, API GL-5 AND API MT-1, VIRGIN STOCK, quarts
00025	GEAR OIL, SAE 85W-140, API GL-5 AND API MT-1, VIRGIN STOCK, 16 gal. pail
00026	GEAR OIL, SYNTHETIC, SAE 75W-90, API GL-5 AND API MT-1, VIRGIN STOCK, 16 gal.
00027	GEAR OIL, SYNTHETIC, SAE 50, API GL-1 THROUGH GL-4 & MT-1 EP, VIRGIN STOCK, 16 gal.
00028	GREASE, NLGI GR. 1 & CATEGORY GC-LB, VIRGIN STOCK, 120 gal.
00029	GREASE, NLGI GR. 1 & CATEGORY GC-LB, VIRGIN STOCK, 14-1/2 oz. cart.
00030	GREASE, NLGI GR. 2 & CATEGORY GC-LB, VIRGIN STOCK, 120 gal.
00031	GREASE, NLGI GR. 2 & CATEGORY GC-LB, VIRGIN STOCK, 14-1/2 oz. cart.
00032	ATF, DEXRON-III/MERCON, VIRGIN STOCK, 55 gal.
00033	ATF, DEXRON-III/MERCON, VIRGIN STOCK, quarts
00034	ATF, DEXRON-III/MERCON, VIRGIN STOCK, bulk
00035	ATF, MERCON V, VIRGIN STOCK, 55 gal.
00036	ATF, MERCON V, VIRGIN STOCK, bulk
00037	ATF, MOPAR ATF-3, VIRGIN STOCK, 55 gal.
00038	ATF, MOPAR ATF-3, VIRGIN STOCK, quarts
00039	ATF, MOPAR ATF-4, VIRGIN STOCK, 55 gal.
00040	ATF, MOPAR ATF-4, VIRGIN STOCK, quarts
00041	ATF, SYNTHETIC, ALLISON TES-295/DEXRON-III/MERCON V, 1 gal.
00042	ATF, SYNTHETIC, ALLISON TES-295/DEXRON-III/MERCON V, 5 gal. pail

00043	ATF, SYNTHETIC, ALLISON TES-295/DEXRON-III/MERCON V, 55 gal.
00044	TRACTOR HYD/TRANS FLUID, VIRGIN STOCK, 5 gal.
00045	HYDRAULIC OIL, ISO VG32 (SAE 10W), VIRGIN STOCK, 55 gal.
00047	HYDRAULIC OIL, 35 KV DIELECTRIC CAPABILITY, VIRGIN STOCK, 55 gal.
00048	HYDRAULIC OIL, HYDROCARBON-BASED, VERY HIGH VISC. & LOW-TEMP. PROPERTIES 5 gal.

3.1.2 RE-REFINED OIL PRICE LINES

The following chart lists the re-refined oils which are a part of this RFP. These oils are **not** a small business set-aside and may be bid by all vendors including small businesses. A bidder offering a bid for these products must meet the specifications of the RFP.

PRICE LINE	DESCRIPTION
00006	SAE 5W-30, API SM, MULTIGRADE, RE-REFINED STOCK, 55 gal.
00011	SAE 10W-40, API SM, MULTIGRADE, RE-REFINED STOCK, 55 gal.
00013	SAE 30, API CF/CF-2, UNIVERSAL SINGLE GRADE, RE-REFINED STOCK, 55 gal.
00021	SAE 15W-40, API CJ-4/CF, UNIVERSAL MULTIGRADE, RE-REFINED STOCK, 55 gal.
00046	HYDRAULIC OIL, ISO VG32 (SAE 10W), RE-REFINED STOCK, 55 GAL.

3.2 PACKAGING/DELIVERY

The contents of all drums, pails or containers supplied shall be clearly marked with the brand manufacturer's name and product's name, number and origin and labeled in accordance with the current New Jersey Right-To-Know requirements.

All drums, pails or containers shall be properly sealed. All drums or containers showing evidence of leakage after delivery are to be replaced at no extra charge immediately upon report by the using agency. If leakage is discovered upon delivery, the using agency has the right to refuse delivery.

If the using agency reasonably determines that shipments or partial shipments fail to meet the specifications, or are in any other way defective, these shipments or partial shipments shall be rejected. Such shipments shall be immediately removed by the contractor and promptly replaced with acceptable product in complete conformance with the specifications at no extra cost to the using agency.

The contractor shall take all necessary steps to insure that their drivers are familiar with the vehicle, equipment and procedures, especially bulk delivery.

The delivery truck driver must constantly monitor the product and the delivery equipment for any spills, leaks, etc. The contractor will be responsible for the prompt clean up of all spills and/or leaks that occur during or as a result of deliveries, and shall notify the D.E.P. of any spill as required by law, at no cost to the using agency.

The contractor shall contact the using agency location prior to each delivery, advising the estimated time of arrival, product to be delivered and shipment quantity.

Upon request of the using agency, the contractor shall submit a Material Safety Data Sheet for each type of product at any time during the contract period.

All 55-gallon drums shall be delivered with a vehicle equipped with a powered tailgate, to prevent injury to employees and damage to drums. Failure to do so shall result in non-acceptance of delivery, and the State will not be liable for any costs incurred by the contractor.

The contractor shall not charge any deposit for drums or any other product delivered. The using agency will have the option of disposing of drums or having the contractor pick-up empty drums.

Deviation or Substitution: _____

3.2.1 BULK DELIVERY

Bulk deliveries of lubricating oils shall be pumped directly into the containers. **A minimum 250 gallon order quantity will apply to a bulk delivery.** Subcontractors shall not deliver bulk orders. Quantities shall be accurately measured by a certified meter located on the delivery vehicle at the time of delivery. Proof of meter calibration shall be made available. With each bulk delivery, a printed meter ticket/delivery slip shall be furnished showing the purchase order number, date of delivery, product delivered, meter readings before and after the end of delivery and number of gallons delivered. Bulk delivery shall not be considered complete until the using agency's representative signs the tank slip. Invoices shall include a copy of the delivery ticket duly signed by the using agency representative.

On bulk deliveries, a sample taken from the nozzle, in the presence of the using agency representative, at the time of delivery shall be provided to the using agency. Sample shall be dated, and shall identify the brand manufacturer's name and product name.

If the using agency tank is contaminated due to the action of the contractor, the contractor shall be fully responsible to promptly remove and dispose of all contaminated products properly, and clean the affected tank, line, filter and nozzle at no cost to the using agency. The contaminated product, including those other than engine oil, must be promptly replaced at no cost to the using agency.

Deviation or Substitution: _____

3.2.2 DELIVERY SERVICE LEVELS

The contractor must accept faxed or e-mailed orders. **Regular deliveries must be made within three (3) working days. On an emergency basis, the contractor shall deliver as soon as possible within twenty-four hours.**

Unless otherwise instructed, the contractor shall deliver the product between 8:00am and 3:30pm, and shall have the driver properly identify himself/herself to the using agency personnel upon arrival for each delivery.

Bidder accepts delivery requirements:

Yes: _____ **No:** _____

3.3 PRODUCT SUBSTITUTION

No changes shall be made in the contracted product or its formulation, without written acceptance from the State during the contract term. Delivery of the contracted product in an altered formulation without prior approval shall be a serious violation of the contract, subject to contract termination for cause.

During the term of the contract, if the contractor is notified by the manufacturer of its intent to discontinue a product for which the contractor is under contract to the State, the contractor must notify the State immediately. It shall be incumbent on the contractor to offer a product substitution which meets or exceeds all specifications and which is equal to, or lower, in price. The contractor shall provide all product literature, technical data and samples as may be required for the State to determine that the proposed substitute is in all cases an equivalent or superior product to the contracted product. The State will be solely responsible for determining the acceptance of the substitute product.

3.4 ENGINE OIL SPECIFICATIONS

Engine oil offered must be suitable for automotive internal combustion engine lubrication and refined from highly filtered petroleum oil (or used oil in the case of re-refined oil).

Engine oil viscosity grade shall conform to the latest applicable SAE J300 standard.

Gasoline engine oil energy conserving classification shall conform to the latest applicable SAE J1423.

Engine oil offered must comply with the latest applicable OEM requirements and recommendations.

Engine oil offered must be licensed and approved to the latest applicable API service classification.

3.4.1 GASOLINE ENGINE OIL (FOUR-STROKE CYCLE) SPECIFICATIONS

3.4.1.1 Gasoline engine oil offered must be EC or ECII (except SAE 10W-40), multigrade, non-Newtonian oil, suitable for automotive spark ignition gasoline, propane, and CNG engines.

3.4.1.2 Gasoline engine oil offered must meet API service category SM, which can be used for all gasoline, propane and CNG engines.

The gasoline oils to be bid for four-stroke cycle engines bid are:

3.4.1.3 SAE 5W-20, API SM, Multigrade (Price lines 1 and 2)

ILSAC GF-3 or GF-4 for use in all gasoline/propane/CNG engines in use
Ford WSS-M2C153H/M2C914A
Viscosity Index: 153
Viscosity (ASTM D 445), cSt@40°C/100°C: 43/7.8
Viscosity, HT/HS @ 150°C: 2.6 cP
Pour Point: -30°C
Flash Point: 214°C

Order Units:

Virgin stock, 55-gal drums (Price line 1)

Virgin stock, case of 12 plastic quarts (Price line 2)

Deviation or Substitution: _____

3.4.1.4 SAE 5W-30, API SM, Multigrade (Price lines 3, 4, 5 and 6)

ILSAC GF-3 or GF-4 for use in all gasoline/propane/CNG engines in use
Viscosity Index: 154
Viscosity (ASTM D 445), cSt@40°C/100°C: 62/10.4
Viscosity, HT/HS @ 150°C: 3.0 cP
Pour Point: -30°C
Flash Point: 225°C

Order Units:

Virgin stock, 55-gal drums (Price line 3)

Virgin stock, case of 12 plastic quarts (Price line 4)

Virgin stock, bulk delivery, 250-gal minimum (Price line 5)

Re-refined stock, 55-gal drums (Price line 6)

Deviation or Substitution: _____

3.4.1.5 SAE 10W-30, API SM, Multigrade (Price lines 7 and 8)

ILSAC GF-3 or GF-4 for use in all gasoline/propane/CNG engines in use

Viscosity Index: 135

Viscosity (ASTM D 445), cSt@40°C/100°C: 66/10.1

Viscosity, HT/HS @ 150°C: 3.0 cP

Pour Point: -30°C

Flash Point: 228°C

Order Units:

Virgin stock, 55-gal drums (Price line 7)

Virgin stock, case of 12 plastic quarts (Price line 8)

Deviation or Substitution: _____

3.4.1.6 SAE 10W-40, API SM, Multigrade (Price lines 9, 10 and 11)

For use in all gasoline/propane/CNG engines in use

Viscosity Index: 147

Viscosity (ASTM D 445), cSt@40°C/100°C: 96/14.1

Viscosity, HT/HS @ 150°C: 3.5 cP

Pour Point: -30°C

Flash Point: 228°C

Energy-conserving preferred.

Order Units:

Virgin stock, 55-gal drums (Price line 9)

Virgin stock, case of 12 plastic quarts (Price line 10)

Re-refined stock, 55-gal drums (Price line 11)

Deviation or Substitution: _____

3.4.2 DIESEL ENGINE OIL SPECIFICATIONS

Engine oil offered must be single-grade or multigrade universal oil, suitable for automotive (including off-road application) diesel and gasoline engines.

Note: Universal oil offered must be primarily intended for diesel service, with "C" category (diesel) replacing "S" category (gasoline/propane/CNG) in API category designation. Compliance with Global DHD-1 specifications is preferred.

Diesel engine oil offered must meet API Commercial category CJ-4 for high-speed diesel engines that use diesel fuel with sulfur content up to 0.05% weight (to meet 2007 exhaust emission standards), CF for diesel engines that use diesel fuel with over 0.5% weight sulfur content and that for off-road application, and CF2 for two-stroke cycle diesel engines. API CJ-4 oil can be used in place of CI-4, CI-4 PLUS, API CH-4, CG-4, and CF-4. API CF-2 can be used in place of CD-II oil.

3.4.2.1 SAE 30, API CF/CF-2, Single-grade (Price lines 12 and 13)

(Note: Universal oil offered must also be capable for use as obsolete API SF)

Suitable for use in diesel, gasoline, propane and CNG engines in use

Detroit Diesel 7SE270 0209, as amended, for use in its model 53, 71, 92, and 149 two-stroke cycle diesel engines.

Viscosity Index: 98
Viscosity (ASTM D 445), cSt@40°C/100°C: 100/11.2
Viscosity, HT/HS @ 150°C: 2.9 cP minimum
Pour Point: -30°C
Flash Point: 220°C
TBN: 7.0 minimum
Sulfated Ash: 1% maximum

Order Units:

Virgin stock, 55-gal drums (Price line 12)

Re-refined stock, 55-gal drums (Price line 13)

Deviation or Substitution: _____

3.4.2.2 SAE 40, API CF/CF-2, Single-grade (Price lines 14 and 15)

(Note: Universal oil offered must also be capable for use as obsolete API SF)

Suitable for use in all diesel, gasoline, propane and CNG engines in use

Detroit Diesel 7SE270 0209, as amended, for use in its model 53, 71, 92, and 149 two-stroke cycle diesel engines.

Viscosity Index: 98
Viscosity (ASTM D 445), cSt@40°C/100°C: 131/14.2

Viscosity, HT/HS @ 150°C: 3.7 cP minimum
Pour Point: -30°C
Flash Point: 225°C
TBN: 7.0 minimum
Sulfated Ash: 1% maximum
Zinc: 700 ppm minimum

Order Units:

Virgin stock, bulk delivery, 250-gal minimum (Price line 14)

Virgin stock, 55-gal drums (Price line 15)

Deviation or Substitution: _____

3.4.2.3 SAE 10W-30, API CJ-4/CF, Multigrade (Price lines 16 and 17)

Note: Universal oil offered must be primarily intended for diesel service and suitable for use in all gasoline, propane and CNG engines in use

For use in Caterpillar ECF-3, Cummins CES 20081 and Volvo VDS-4, as amended

Viscosity Index: 140
Viscosity (ASTM D 445), cSt@40°C/100°C: 74 minimum/11.4
Viscosity, HT/HS @ 150°C: 3.5 cP
Pour Point: -33°C
Flash Point: 231°C
TBN: 9 minimum
Sulfated Ash: 1.3% maximum
Zinc: 1000 ppm

Order Units:

Virgin stock, 55-gal drums (Price line 16)

Virgin stock, case of 12 plastic quarts (Price line 17)

Deviation or Substitution: _____

3.4.2.4 SAE 15W-40, API CJ-4/CF, Multigrade (Price lines 18, 19, 20 and 21)

Primarily intended for diesel service and suitable for use in all gasoline, propane and CNG engines in use

Detroit Diesel 93K218, as amended, for use in its model 40, 40E, 50, 55, 60, 638, D700, MBE 900, and MBE 4000.

For use in Caterpillar ECF-3, Cummins CES 20081, Volvo VDS-4 and Allison C-4, as amended

Viscosity Index: 132
Viscosity (ASTM D 445), cSt@40°C/100°C: 113/15
Viscosity, HT/HS @ 150°C: 3.7 cP minimum
Pour Point: -27°C
Flash Point: 221°C
TBN: 10
Zinc: 1000 ppm minimum

Order Units:

Virgin stock, 55-gal drums (Price line 18)

Virgin stock, case of 12 plastic quarts (Price line 19)

Virgin stock, bulk delivery (Price line 20)

Re-refined stock, 55-gal drums (Price line 21)

Deviation or Substitution: _____

3.4.3 TWO-STROKE GASOLINE ENGINE OIL SPECIFICATIONS

Two-stroke cycle engine oil offered must be formulated for air-cooled and water-cooled, oil-injection and conventional pre-mixed gasoline/oil engine, and must meet SAE J300, specifically SAE J510 and J1536.

3.4.3.1 SAE F/M 4, API TC (Price line 22)

Viscosity Index: 126
Pour Point: -44°C
JASO FB

Order Units:

Virgin stock, quart (Price line 22)

Deviation or Substitution: _____

3.5 GEAR OIL SPECIFICATIONS

Gear oil offered must be single-grade or multigrade, multi-purpose lubricant oil, suitable for heavy duty manual transmissions, axles, and final drives. Synthetic gear oil (3.3.5 and 3.3.6) must meet extreme loading, pressure and shock-loading application, and extended drain and warranty requirements.

Gear oil offered must meet SAE J2360 global standard, with viscosity grade to meet SAE J306 limits, and API GL-5 and API MT-1.

3.5.1 SAE 80W-90, API GL-5, API MT-1, Multigrade (Price lines 23 and 24)

MIL-PRF-2105E
Mack GO-J

Viscosity Index: 98
Viscosity (ASTM D 445), cSt@40°C/100°C: 139/14.5
Pour Point: -27°C

Flash Point: 210°C

Order Units:

Virgin stock, 16-gal pail (Price line 23)

Virgin stock, case of 12 plastic quarts (Price line 24)

Deviation or Substitution: _____

3.5.2 SAE 85W-140, API GL-5, API MT-1, Multigrade (Price line 25)

MIL-PRF-2105E
Mack GO-J
Viscosity Index: 95
Viscosity (ASTM D 445), cSt@40°C/100°C: 333/25.4
Pour Point: -15°C
Flash Point: 214°C

Order Units:

Virgin stock, 16-gal pail (Price line 25)

Deviation or Substitution: _____

3.5.3 Gear Oil, Synthetic, SAE 75W-90, API GL-5, and MT-1, Multigrade, (Price line 26)

For use in limited-slip differentials, heavy duty rear axles, and for extended drain interval and warranty requirements

MIL-PRF-2105E
Mack GO-J Plus
Viscosity Index: 140

Viscosity (ASTM D 445), cSt@40°C/100°C: 120/15.9
Pour Point: -44°C
Flash Point: 205°C

Order Units:

Virgin stock, 16-gal pail (Price line 26)

Deviation or Substitution: _____

3.5.4 Gear Oil, Synthetic, SAE 50, API GL-1 through GL-4 and MT-1 EP, Single-grade (Price line 27)

For extended drain interval and warranty requirements in severe-duty manual transmissions

Mack TO-A Plus
Eaton Roadranger Extended Drain
Arvin Meritor Extended Drain

Viscosity Index: 138
Viscosity (ASTM D 445), cSt@40°C/100°C: 135/17.6
Pour Point: -39°C
Flash Point: 235°C

Order Units:

Virgin stock, 16-gal pail (Price line 27)

Deviation or Substitution: _____

3.6 MULTI-PURPOSE GREASE SPECIFICATIONS

The grease offered must be a multi-purpose lithium complex base with extreme pressure (EP) additives to give the desired characteristics of a long life lubricant with the ability to perform in severe environments in the presence of high temperatures, water contamination, high loads, and

shock loading. The grease shall be certified by NLGI as GC-LB, and shall meet SAE J310. The grease shall be formulated for a wide variety of applications, including industrial and automotive bearings, chassis components, universal joints, and disc brake wheel bearings.

3.6.1 Grease, Multi-Purpose, NLGI Grade-1 and Category GC-LB (Price lines 28 and 29)

Lithium complex base with extreme pressure (EP) additives, for extreme pressure, high temperature, water contamination, and shock-loading environment

- Dropping Point, °C, ASTM D 566/2265: 260
- Penetration, Worked, 60 strokes, 25°C, ASTM D 217: 310
- Viscosity of Base Fluid, ASTM D 445 @ 40°C, cSt: 220
- Four-Ball Wear, mm scar, ASTM D 2266: 0.5
- Four-Ball EP, Weld, ASTM D 2596, kg: 315
- Rust Prevention Test, ASTM D 1743: Pass
- Water Resistance, 80°C, ASTM D 1264, % loss: 8
- Timken OK Load Test, ASTM D 2509, lb.: 45

Order Units:

Virgin stock, 120 lb. drum (Price line 28)

Virgin stock, forty (40) 14-½ oz. cartridges in a case (Price line 29)

Deviation or Substitution: _____

3.6.2 Grease, Multi-Purpose, NLGI Grade-2 and Category GC-LB (Price lines 30 and 31)

Lithium complex base with extreme pressure (EP) additives, for extreme pressure, high temperature, water contamination, and shock-loading environment

- Dropping Point, °C, ASTM D 566/2265: 287
- Penetration, Worked, 60 strokes, 25°C, ASTM D 217: 265
- Viscosity of Base Fluid, ASTM D 445 @ 40°C, cSt: 220
- Four-Ball Wear, mm scar, ASTM D 2266: 0.5
- Four-Ball EP, Weld, ASTM D 2596, kg: 315
- Rust Prevention Test, ASTM D 1743: Pass
- Water Resistance, 80°C, ASTM D 1264, % loss: 5
- Timken OK Load Test, ASTM D 2509, lb.: 45

Order Units:

Virgin stock, 120 lb. drum (Price line 30)

Virgin stock, forty (40) 14-½ oz. cartridges in a case (Price line 31)

Deviation or Substitution: _____

3.7 AUTOMATIC TRANSMISSION FLUID SPECIFICATIONS

Automatic transmission fluid offered must meet SAE J311, formulated for miscibility with fluids used for initial OEM factory fill and with other OEM qualified fluids, resistance to oxidation, operation in a range from very low temperature to very high temperatures, component lubrication, anti-foam protection, protection against corrosion, compatibility with elastometric materials, OEM shift-feel characteristics, clutch, and band friction characteristic retention versus temperature and duty cycle, and anti-wear protection.

Automatic transmission fluid proposed must be "fill-for-life" type under normal service and red in color.

3.7.1 Automatic Transmission Fluid, DEXRON-III/MERCON, Virgin Stock (Price Lines 32-34)

DEXRON-III/MERCON proposed must meet, and be so approved and licensed for, GM 6297-M, Ford ESP M2C185A, Allison C-4 and Caterpillar TO-2 specifications. The bidder shall provide a copy of the license/approval letter from General Motors (showing a five-digit approval identification G number in "G-xxxxx" format), Ford (showing a six-digit approval identification M number in "M-xxxxxx" format) and Allison Transmission (showing a C-4 approval number). DEXRON-III/MERCON provided must be formulated for use in 1995 and later General Motors transmissions and also be suitable for use in all General Motors transmissions (including the ones requiring DEXRON-Type A or Type A, Suffix A, and DEXRON-II fluids), pre-1997 Ford transmissions (including the ones requiring Type F, Type CJ, Type H, MERCON and revised MERCON), and pre-1988, DaimlerChrysler transmissions.

Viscosity Index: 176
Brookfield Viscosity @ -40°C, cP: 18,000 (20,000 maximum)
Viscosity (ASTM D 445), cSt@40°C/100°C: 32.7/7.1
Pour Point: -40°C
Flash Point: 182°C

Order Units:

Virgin stock, 55-gal drums (Price line 32)

Virgin stock, case of 12 plastic quarts (Price line 33)

Bulk delivery, 250-gal minimum (Price line 34)
Primary user: State Police

Deviation or Substitution: _____

3.7.2 Automatic Transmission Fluid, MERCON V, Virgin Stock (Price lines 35 and 36)

MERCON V proposed must be approved and licensed, a copy of which shall be provided by the bidder (showing a six-digit approval identification M number in "M-xxxxxx" format). MERCON V fluid offered must be formulated for use in 1997 and later Ford transmissions and also be suitable for use in all Ford transmissions, except the ones requiring Type F fluid.

Viscosity Index: 190 (176 minimum)
Brookfield Viscosity @ -40°C, cP: 12,000 (13,000 maximum)
Viscosity (ASTM D 445), cSt@40°C/100°C: 34/7.5
Pour Point: -50°C (-40°C maximum)

Flash Point: 186°C (180°C minimum)

Order Units:

Virgin stock, 55-gal drums (Price line 35)

Bulk delivery, 250-gal minimum (Price line 36)

Primary user: State Police

Deviation or Substitution: _____

3.7.3 Automatic Transmission Fluid, MOPAR ATF+3, Virgin Stock (Price Lines 37 and 38)

MOPAR ATF+3 fluid proposed must meet DaimlerChrysler MS-7176E specifications and approved by DaimlerChrysler. A copy of written approval must be provided by the bidder. The ATF+3 fluid offered must be formulated for use in 1998 DaimlerChrysler transmissions and also be suitable for use in 1988-1997 DaimlerChrysler transmissions.

Viscosity Index: 183
Brookfield Viscosity @ -40°C, cP: 18,000
Viscosity (ASTM D 445), cSt@40°C/100°C: 33.7/7.5
Pour Point: -42°C
Flash Point: 180°C

Order Units:

Virgin stock, 55-gal drums (Price line 37)

Virgin stock, case of 12 plastic quarts (Price line 38)

Deviation or Substitution: _____

3.7.4 Automatic Transmission Fluid, MOPAR ATF+4, Virgin Stock (Price lines 39 and 40)

MOPAR ATF+4 fluid offered must meet DaimlerChrysler MS-9602 specifications, approved by DaimlerChrysler and must be formulated for 1999 and later DaimlerChrysler transmissions. A copy of written approval must be provided by the bidder.

The bidder shall provide the following information on the fluid provided:

Viscosity Index: _____

Brookfield Viscosity @ -40°C, cP: _____

Viscosity, cSt@ 40° C/100° C: _____

Pour Point: _____

Flash Point: _____

Order Units:

Virgin stock, 55-gal drums (Price line 39)

Virgin stock, case of 12 plastic quarts (Price line 40)

Deviation or Substitution: _____

3.7.5 Automatic Transmission Fluid, Synthetic, Allison TES-295/MERCON V/ DEXRON-III, Virgin Stock (Price line 41, 42 and 43)

For extended drain interval in heavy trucks

Synthetic automatic transmission fluid proposed must be qualified as Allison TES-295, GM DEXRON-III/MERCON, Ford MERCON V, Caterpillar TO-2 and Allison C-4 fluid. The bidder shall provide a copy of an approval letter showing TES-295 approval number by Allison Transmission. In addition, the bidder shall meet the requirements specified in 3.5.3 and 3.5.4 of the RFP. Synthetic automatic transmission fluid proposed must be formulated for extended drain interval in heavy duty transmissions, including Allison AT/MT/HT, MD/HD and B series automatic transmissions, for both severe and normal service.

Viscosity Index: 199
Brookfield Viscosity @ -40°C, cP: 10,500
Viscosity (ASTM D 445), cSt@40°C/100°C: 34/7.6

Pour Point: -50°C
Flash Point: 193°C

Order Units:

Virgin stock, case of six (6) 1-gal containers (Price line 41)

Virgin stock, 5-gal pail (Price line 42)

Virgin stock, 55-gal drums (Price line 43)

Deviation or Substitution: _____

3.8 TRACTOR HYDRAULIC/TRANSMISSION FLUID SPECIFICATIONS

Tractor hydraulic/transmission fluid offered must be formulated from virgin stock for excellent extreme pressure (EP) and anti-wear performance, friction and heat transfer characteristics, rust and corrosion protection, and oxidation stability for use in transmission, differential, final drive gears, power steering, power brake, power take-off, implement drive, and wet brakes of farm, landscape, and utility tractors.

The fluid must meet the following OEM standards:

- Allison C-3
- Caterpillar TO-2
- John Deere J20C
- Denison HF-1 & HF-2
- Vickers I-286-S and M-2950-S
- Eaton Hydraulics & Sunstrand hydraulic requirements
- Case New Holland MS-1204, MS-1205, MS-1206, MS-1207, MS-1210, JIC143 & JIC185
- Duetz-Allis 821XL
- Ford New Holland M2C134D, M2C86B, M2C48B, M2C53A
- Kubota
- Massey Ferguson M1110, M1127B, M1129A, M1135, M1141
- White Farm Equipment Q1705, Q1722, Q1766B, Q1802 & Q1826

- Viscosity Index: 141
- Brookfield Viscosity @ -35°C, cP: 70,000
- Viscosity (ASTM D 445), cSt@40°C/100°C: 55/9.2
- Pour Point: -40°C
- Flash Point: 227°C

Order Units:

Virgin stock, 5-gal pail (Price line 44)

Deviation or Substitution: _____

3.9 HYDRAULIC OIL SPECIFICATIONS

Hydraulic oil proposed must be specially formulated with high quality virgin base stocks (or used hydraulic oil stock in case of re-refined stock) and improved thermally stable additives to provide anti-wear protection, excellent water separation, rust and corrosion inhibition, oxidation resistance and thermal stability. Hydraulic oil offered must meet all latest applicable ISO VG, SAE and ASTM specifications, standards and methods, including SAE J300.

3.9.1 Hydraulic Oil, ISO VG32 (SAE10W), Virgin Stock (Price lines 45 and 46)

The hydraulic oil proposed must be specially formulated for year-round use in a variety of high-pressure, mobile and stationary hydraulic systems, in water contamination environment, utilizing vane, piston or gear pumps.

Hydraulic oil must meet SAE J300 standards for 10W, Vickers M-2950-S and I-286-S, and Denison Hydraulics HF-0 requirements.

Viscosity Index: 95
Viscosity (ASTM D 445), cSt@40°C/100°C: 32/5.3 (4.1 minimum)
Pour Point: -17.7°C maximum
Flash Point: 194°C

Order Units:

Virgin stock, 55-gal drums (Price line 45)

Re-refined stock, 55-gal drum (Price line 46)

Deviation or Substitution: _____

3.9.2 Hydraulic Oil, 35KV Dielectric Capability, Virgin Stock (Price line 47)

The hydraulic oil must be specifically designed for year-round use in aerial lift bucket/platform truck hydraulic system with dielectric (insulating) strength to 35KV.

Viscosity Index: 95
Viscosity (ASTM D 445), cSt@40°C/100°C: 25.6/5.4
Pour Point: -18°C
Flash Point: 186°C
Dielectric Strength, ASTM D 877: 35KV

Order Units:

Virgin stock, 55-gal drums (Price line 47)

Deviation or Substitution: _____

3.9.3 Hydraulic Oil, Hydrocarbon-based, with very high viscosity index and low temperature properties, for use in aviation, Virgin Stock (Price line 48)

The aviation hydraulic oil proposed must meet MIL-PRF-5606 specifications.

Viscosity Index: 370
Brookfield Viscosity @ -40°C, cP: 14,000
Viscosity (ASTM D 445), cSt@40° C/100° C: 13.9/5
Pour Point: -60° C

Order Units:

Virgin stock, 5-gal pail (Price line 48)

Deviation or Substitution: _____

3.10 DEVIATION/SUBSTITUTION

The bidder is to list any deviations or substitutions from the specifications and explain in detail all deviations or substitutions taken in the space provided. All deviations and/or substitutions are to be neatly printed or typed. If no deviations or substitutions are made, the word "None" is to be printed or typed in the space provided. In the event no deviations or substitutions are noted and the space is left blank without the notation "None", the State will assume it will receive exactly what is specified in the RFP.

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/08x39356.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.

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/08x39356.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/08x39356.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/08x39356.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39356.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

This is a Partial Set-Aside Contract for **Category I, II, or III** for Small Businesses. The bidder must be registered as a qualifying small business with the New Jersey Commerce, Economic Growth and Tourism Commission (Commerce) by the date the bid is received and opened. Evidence that the bidder has registered with Commerce as a small business should be submitted with the bid proposal.

IMPORTANT NOTE: EVEN IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS BEEN PREVIOUSLY REGISTERED OR CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER WILL NEED TO BE SURE THAT IT IS REGISTERED ON THE DAY OF BID RECEIPT AND OPENING WITH THE COMMERCE COMMISSION UNDER THE NEW, SMALL BUSINESS PROGRAM TO BE ELIGIBLE FOR AWARD. THE TELEPHONE NUMBER TO CALL COMMERCE TO CHECK REGISTRATION STATUS IS 609 292-2146.

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/08x39356.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/08x39356.shtml>.

4.4.4 SUBMITTALS

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/08x39356.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

During the contract period, the State may request or randomly collect product samples for testing by the State laboratory or independent laboratory. If a product is determined to not meet the contract specifications, the contractor shall be held liable for reimbursing the agency for the cost of sample testing. The contractor shall furthermore be responsible for taking back any remaining inventory of the failed product at its own expense and replacing it at no additional cost to the using agency, if so desired by the using agency. The using agency shall be reimbursed for the full cost of the failed product if so demanded by the using agency. If the faulty product results in damage to equipment, the using agency shall be reimbursed by the contractor for repair or replacement of the equipment damaged. Test failure shall be grounds for immediate contract cancellation.

At the time of delivery of bulk deliveries, a sample taken from the nozzle, in the presence of a using agency representative, shall be provided to the using agency. The sample shall be dated, and shall identify the brand manufacturer's name and product name.

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 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.

4.4.7 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheets 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.

4.4.8 METHOD OF BIDDING/PRICE SHEETING INSTRUCTION

The bid price entered in the "Unit Price" column on the price sheet shall be for the unit of measurement specified in "Unit" column. For example, on a price line item with "Drum" as the unit, the bidder shall enter the drum price in "Unit Price" column (not the price per gallon).

Products are to be furnished in sizes and packages as indicated on the pricing pages. Any bid proposal offering an alternate packaging or container size will not be considered for award.

All products are to be FOB using agency, platform delivery, in or around New Jersey.

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 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x38356.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 05 09 06, 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/08x39356.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 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 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39356.shtml>, contractors 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.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

A single award for each price line item shall be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the RFP, will be the 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.

7.3 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.