



Joseph H. Vicari, Director
Gary Quinn, Deputy Director
Barbara Jo Crea, Commissioner
Virginia E. Haines, Commissioner
John P. Kelly, Commissioner

Tristin J. Collins, Director, Management & Budget
Jennifer L. Bowens, Purchasing Agent

County of Ocean
Administration Building
101 Hooper Avenue
Toms River, NJ 08754

BID
TIRE RETREADING SERVICES

2023

ADVERTISEMENT DATE: January 11, 2023
OPENING: January 31, 2023, 11:00 am

Bid Category: 04- Automotive Products, Vehicles and Services

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids for the furnishing and delivery of **TIRE RETREADING SERVICES** for the County of Ocean, will be received by the Purchasing Agent of the County of Ocean on **Tuesday, January 31, 2023 at 11:00 am**, prevailing time.

Bids will be received electronically via the [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Specifications and form of proposal are on the **Procurement Portal (Link Above)** or available for viewing in the Department of Purchase, Room #224, Administration Building, 101 Hooper Avenue, Toms River, New Jersey. Direct all inquiries to Jennifer L. Bowens, Purchasing Agent.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.) regarding equal employment opportunities and with the requirements of P.L. 1977 C.33 regarding corporate and/or partnership ownership.

The right to reject any and all bids is reserved in accordance with applicable law.

By order of the Board of Commissioners of the County of Ocean.

Signed:

JOSEPH H. VICARI, Director

JENNIFER L. BOWENS, Purchasing Agent

CONTACT INFORMATION AND PROJECT TIMELINE

Summary

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials or services described and specified herein.

Contact Information

For further information regarding these specifications, contact

Jessica Hannold

Buyer

Email: ocpurchasing@co.ocean.nj.us

Phone: [\(732\) 929-2103](tel:(732)929-2103)

Department:

Vehicle Services

Timeline

Advertising Date	January 11, 2023
Bid Opening Date	January 31, 2023, 11:00am Administration Building, 101 Hooper Ave., Room 119, Toms River, NJ, 08753

IMPORTANT INSTRUCTIONS FOR ELECTRONIC SUBMITTAL

Instructions for Electronic Bid Submission

The County is accepting electronic bid submissions with ProcureNow by following these instructions:

Sign up for a FREE account at <https://secure.procurenow.com/signup>.

Once you have completed account registration, browse back to this page: [County's OpenGov Electronic Bid Portal \(https://procurement.opengov.com/portal/oceancounty/\)](https://procurement.opengov.com/portal/oceancounty/)

Click on the bid of interest, then click "Draft Response".

Follow the instructions to submit the electronic bid.

It is important to note that this process should be completed well in advance of the bid deadline / bid opening. **DO NOT WAIT UNTIL THE LAST MINUTE.** The County's electronic submission system will not allow electronic bids to be submitted once the deadline has passed, even if you've already started the process. The deadline is based on the countdown timer found on the ProcureNow bid submission page.

INSTRUCTIONS TO BIDDERS

Bid Opening

All bids will be opened publicly in the Administration Building, Room 119, 101 Hooper Avenue, Toms River, New Jersey, commencing at 11:00 am, prevailing time on Tuesday, January 31, 2023.

Electronic Bid Submissions

Bids must be submitted electronically through Ocean County's Procurement Portal by the date and time stipulated in the Notice to Bidders.

Deadline Instructions

The County will not be responsible for late bids, and no bids will be accepted if received after the time stipulated in the notice to bidders.

Completion of all Documents

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package and must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

Right to Reject

The County reserves the right to reject all bids in accordance with N.J.S.A. 40A:11-13.2, to waive any informalities in the bid and to accept the lowest responsible bid in accordance with applicable law.

Bidder Default

In case of default by the bidder or contractor, the County of Ocean may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

Indemnity

The bidder, if awarded a contract, agrees to protect, defend and save harmless the County against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.

Specifications

It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the County and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.

Bid Security

NO BID SECURITY

Performance Bond

NO PERFORMANCE BOND

Pricing Proposal

Bidders must use the pricing proposal provided in the bid specifications. Failure to use the pricing proposal in the bid specifications shall be cause for rejection of the bid.

Pricing

Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

Payment

Payments will be made upon the approval of vouchers submitted by the successful bidders in accordance with the requirements of the Board of Commissioners and subject to the Board of Commissioners customary procedures. The County will not pay interest or late fees regardless of language provided.

Discrepancy in Pricing

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

Award Timeframe

Award will be made by Ocean County Board of Commissioners within sixty (60) days after receipt of bids.

Equal or Tie Bids

The County of Ocean reserves the right to award at their discretion to any one of the tie bidders where it is most advantageous for the County to do so, pursuant to N.J.S.A. 40A:11-6.1.

Tax Exempt

The County of Ocean is exempt from any State sales tax or Federal excise tax.

Equivalent Product

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications.

Quantities

Quantities shown are approximate and the County reserves the right to decrease or omit quantities. The County will not consider minimums placed on order quantities. The County also reserves the right to increase quantities to twenty (20) percent of the maximum quantities listed at the unit price bid, in accordance with N.J.A.C. 5:30-11.3.

Delivery of Goods and Services

Delivery shall be made upon receipt of a Purchase Order issued by the Ocean County Department of Purchase, upon which delivery locations and needed quantities shall be indicated.

American Goods and Products

All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.

Market Conditions

Due to the fact that goods provided by this solicitation and the current economic conditions are in a volatile state, the County will allow the Contractor to request a price adjustment outside the normal contract renewal process **only if it can be demonstrated and documented that on a national basis the goods solicited and utilized have experienced a significant cost increase since the date of contract award.**

Such events shall be industry wide and cause all related product prices to be effected. **All price adjustment requests must be in writing and submitted to the Ocean County Purchasing Department for approval.** If approved, the Contractor will provide the County with revised pricing. The Contractor may not request an additional increase for a period of three (3) months from the prior request.

Note: A request for price increase does not guarantee approval.

Assignment

This agreement shall not be assigned without the written consent of the County of Ocean.

NJ One Call

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000.

Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq

The bidder must comply with the provisions of "The Public Works Contractor Registration Act", if applicable.

- All named contractors must be registered with the Department of Labor and Workforce Development pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.
- Any non-listed contractor must be registered with the Department of Labor and Workforce Development prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed sub-contractors comply.
- Contractors are encouraged to submit their and all named sub-contractors' Public Works Contractor Registration Certificates with the bid.

Prevailing Wage & Labor Laws

The New Jersey Prevailing Wage Act (P.L. 1963, Chapter 150) and provisions of the State Labor Laws must be complied with by the successful bidder, if applicable. The current Prevailing Wage Rates can be found online at <https://lwdwebpt.dol.state.nj.us/archivewages/210152831-ocean-7-28-20.pdf>

New Jersey Business Registration Requirements

Pursuant to N.J.S.A. 52:32-44, Ocean County ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Pay to Play Requirements

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Statement of Ownership

The provisions of N.J.S.A. 52:25-24.2 applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Certification of Non-Involvement in Prohibited Activities in Iran

Certification of Non-Involvement in Prohibited Activities in Iran. Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities. Prior to contract award or authorization, the contractor shall provide the Contracting Agency with a completed Certification on Non-Involvement in Prohibited Activities in Iran.

Certification of Non-Involvement In Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, the "person or entity" (as defined in N.J.S.A. 52:32-60.1, et seq) seeking to enter into or renew a contract for the provision of goods or services or the purchase of bonds or other obligations shall certify that it is not "engaging in prohibited activities in Russia or Belarus" (as such term is defined in as defined in N.J.S.A. 52:32-60.1, et seq. If the person or entity is unable to certify, the person or entity shall provide a detailed and precise description of

such activities. The N.J.S.A. 52:32-60.1 certification form must be completed prior to contract award and is provided in the specification documents (DocuSign).

Vendors may view the Precluded Entities List Here:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

Insurance Requirements

The contractor shall maintain primary insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile. Except for Workmen's Compensation, all coverage shall apply as primary coverage with respect to any other insurance or self-insurance program afforded to the County. There shall be no endorsement or modification of this coverage to make it excess over other available insurance/coverage; alternatively, if the CGL and umbrella, excess of reinsurance states that it is pro rata, it shall be endorsed to be primary with respect to the County. Primary Coverage shall be subject to approval for adequacy of protection as per the following limits:

Worker's Compensation

1. Limits according to Worker's compensation Laws of the State of New Jersey.
2. Contractor's Liability not less than \$100,000.

Comprehensive General Liability

1. Bodily Injury - \$500,000 per person; \$1,000,000 per occurrence.
2. Property Damage - \$1,000,000 per occurrence.

Comprehensive General Liability Details

Comprehensive Automobile Liability shall include the following:

Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- A. Liability arising out of the ownership, maintenance or use of any auto;
- B. Auto non-ownership and hired car coverage.
- C. Contractor's Worker's Compensation, Comprehensive General Liability and
- D. Comprehensive Automobile Liability arising out of subcontractor's operations shall be identical as that listed above.

Proof of Insurance

Copies of each insurance certificate shall be furnished to the County when requested.

County Cooperative Contract Purchasing System

The County has established a "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" pursuant to N.J.S.A. 40a:11-1 et seq...

The IDENTIFIER for this system is:

CK-02-OC

This system allows local government contracting entities located within the geographical boundaries of the County to purchase goods and services awarded as a result of this bid proposal if it is extended by the low bidder.

Goods and services must be made available without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders, if any, will be placed directly by contracting units, subject to the overall terms of the contract to be awarded by the County of Ocean.

The estimated quantities listed in this specification reflect only the needs of the agencies under the direct control of the Ocean County Board of Commissioners. If the vendor chooses to extend the resulting contract to all other contracting units, the quantities could be higher.

Please check (✓) the YES or NO box in the Vendor Questionnaire to indicate whether or not you will extend contract prices to all contracting units.

AWARD METHOD

Contract will be awarded on a lump sum basis.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

AMERICANS WITH DISABILITIES ACT

Equal Opportunity For Individuals With Disabilities

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

INTENT

CONTRACT TERMS

The contract shall be for one (1) year from date of award, or until delivery is complete unless otherwise stated. The County reserves the right to extend the term of the contract pursuant to N.J.S.A. 40A:11-15.

INTENT

The purpose of this bid package is to provide the County of Ocean with a Contractor who will supply the materials described and specified herein.

OWNERSHIP DISCLOSURE

All contractors shall comply with all laws governing the disclosure of all stockholders or partners, as included in N.J.S.A. 52:25-24.2.

BID REVIEW

Bids may be reviewed at the bid opening and results will be made available online through the County's procurement portal once the bid meeting has concluded. Additionally, bid results are available in the Ocean County Purchasing Department on the day following the bid openings for any interested party that may wish to review them.

EVALUATION

The quality of the equipment supplied, their conformity with the specifications, their suitability to requirements, delivery terms, guaranty clauses, price of the materials shall all be taken into consideration. Where equivalent equipment is offered, the County will determine if the proposed item is equal or better than that specified.

AVAILABILITY OF FUNDS

The County's obligation hereunder is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless, and until funds are made available each year to the Ocean County Purchasing Agent.

MODIFICATIONS AND WITHDRAWALS

Bids may be withdrawn from the bidder prior to the time fixed for opening. No right for withdrawal exists after the bid has been opened. Written request for withdrawal shall be signed by the bidder or proper corporate officers.

USE OF OTHER NAMES AND REFERENCES

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

QUALITY

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

CURRENT BID RESULTS

If there is a current contract in place for this bid, those results may be obtained by accessing our legacy portal at the below link:

<http://webhost.co.ocean.nj.us/ocbidportal.nsf>

Once you have clicked the link, click "Formal Bids", "Awarded Formal Bids". There you will be able to see all active contracts.

SPECIFICATIONS AND SCOPE OF WORK

Scope

Please see "Attachments", "Project Documents" for detailed specifications.

VENDOR QUESTIONNAIRE

County Cooperative Contract Purchasing System*

Vendor will extend contract prices to "County Cooperative Contract Purchasing System" Participants as described in [Instruction to Bidders](#) .

Yes

No

*Response required

BID DOCUMENTS TO BE EXECUTED*

Documents include:

- Signature Page
- Non Collusion Certification
- Affirmative Action Questionnaire
- **Statement of Ownership (N.J.S.A. 52:25-24.2) (Mandatory Document)**
- Prohibited Russia-Belarus Activities & Iran Investment Activities

FAILURE TO SUBMIT ANY OF THESE DOCUMENTS MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

All documents should be from this proposal package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising.

NOTE: For detailed instructions on how to complete the forms via DocuSign, please access the "Instructions for Completing Forms in DocuSign" document available in the Attachments.

Please note: The County's preferred method of submission is DocuSign.

[Click here to go to the form](#)

*Response required

Copy of Bidder's Certificate of Employee Information Report

Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:

(a) An existing federally approved or sanctioned affirmative action program.

(b) A New Jersey Certificate of Employee Information Report Approval.

(c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employee Information Report (Form AA302). This form will be made available to the Contractor by the County of Ocean.

QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS ON THE AFFIRMATIVE ACTION DOCUMENT:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

If yes, please upload a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

If yes, please upload a photocopy of such certificate.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Copy of Bidder's New Jersey Business Registration Certificate

Please use this area to upload your company's BRC.

Use this link to verify your company's BRC:

https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

Please note that a BRC is not required at the time of bid submission but shall be required prior to the award of a contract.

Please note, the only acceptable file forms are as follows:

Documents (doc, docx, rtf, txt, xls, xlsx, pdf)

Images (jpg, png, bmp, tif)

Mandatory Equal Employment Opportunity Statement*

Does the BIDDER comply with the [#Mandatory Equal Employment Opportunity Statement?](#)

Yes

No

*Response required

Americans with Disabilities Act Provisions*

Does the BIDDER comply with the [#Americans with Disabilities Act Provisions?](#)

Yes

No

*Response required

Samples*

Please submit Samples for certain items bid. Please check the specifications for items **REQUIRING** samples.

Samples should be mailed to:

Purchasing Department
101 Hooper Ave., Room 224
Toms River, NJ 08753

DO NOT submit a copy of your bid along with your samples. The box or envelope containing the samples must be clearly labeled with the BID NAME ("TIRE RETREADING SERVICES")/SAMPLES and BID OPENING DATE ("Tuesday, January 31, 2023"). Submitting a copy of your bid with your samples is cause for rejection of your bid.

By answering this question, bidder understands that samples are to be provided in order for bid to be considered. Failure to supply the proper samples shall be cause for rejection of the bid.

- Bidder has mailed Samples to the Purchasing Department at the address above.
 - Samples are not required for the items my company is bidding.
- *Response required

Product Specifications sheet and/or technical detailer, if other than Bandag or H&H System

Please upload Specifications if providing other than Bandag or H&H System.

ADDITIONAL VENDOR DOCUMENTATION

Please submit any additional information you wish to be considered as part of your bid package.

Please note, the only acceptable file forms are as follows:

**Documents (doc, docx, rtf, txt, xls, xlsx, pdf)
Images (jpg, png, bmp, tif)**

Acknowledgement of Submission of Forms from Current Bid Package*

Bidders shall complete all documents and acknowledge all terms included with the bid package. All documents should be from this bid package as forms change frequently and the most updated forms are provided in this specification. The forms must not be dated or executed prior to the date of advertising. Failure to follow these instructions is cause for rejection.

- Please confirm
- *Response required

Submission of Bid Package*

By submitting a response to this solicitation, the Vendor understands and acknowledges that all required documents to this solicitation must be submitted and that failure to do so may be cause for rejection.

Bidder also understands that only one (1) bid submission shall be considered. Please DO NOT Submit a manual bid response. Submitting a manual response in addition to the electronic response is cause for rejection of your bid.

Please confirm

*Response required

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid	Mfg Process:	Tread Design:	Tread Depth (in 32nds):	Cure Temperature (Degrees Fahrenheit):	Comments:
28	Valve Stems - Medium Commercial (Dill or Schraeder ONLY)	300	EA								
29	Valve Stems - Off the Road Vehicles	20	EA								
30	Rim Refurbishing	300	EA								
31	Rim Refurbishing - Off the Road Vehicles	20	EA								
32	Scrap Tire Fee	350	EA								
33	Scrap Tire Fee - Off the Road Vehicles	30	EA								
TOTAL											

SCOPE**WARRANTY**

All retread tires shall be warranted to be free of defects in workmanship and materials and to give satisfactory service under normal operating conditions for the life of the tread. Should the retread fail while in service and the cause is determined to be faulty workmanship and/or materials, the tire shall be returned to the contractor and be adjusted on the following scale:

Tread Life Remaining	% of Credit to Agency
100-80%	100%
79-60%	75%
59-40%	50%
39-20%	25%
19-0%	0%

A failure is defined as any event, EXCEPT for road hazards, normal wear, improper inflation, wheel misalignment, vehicle damage, improper mounting by other than the contractor, or damage caused by abuse, neglect, collision, vandalism, fire, or chemical corrosion, which results in the tire no longer able to perform in its intended and proper use.

MODEL INFORMATION REQUIRED

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent*" (see below for explanation and requirements for Equivalent.)

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one (1) month at the County's request.

COMPLIANCE TO MINIMUM BID REQUIREMENTS - EQUIVALENT PROPOSALS

It is the intent of these specifications to describe and govern the purchase of **TIRE RETREADING SERVICES** with any and all accessories as noted herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor.

* **By Equivalent**, the manufacturer and the retread being proposed must be a proven product, with a proven track record and from a manufacturer with experience in the retreading industry. In order for a substitute to be considered, the manufacturer must also supply the County of Ocean with "technical detailers" regarding the products performance in wear out mileage, wet start-up traction, snow and mud startup, and ice braking traction in comparison to the products being used. In addition to the printed material regarding the product, all proposed product must be tested on our vehicles to substantiate the technical detailers information prior to the award of the contract—**NO EXCEPTIONS WILL BE MADE TO THIS REQUIREMENT**. For testing purposes, the vendor will be required to retread a tire provided by the County at not cost to the County. Retreading will include all services required in this RFB, if applicable. **No substitute may be sold to the County of Ocean without prior authorization and only when all of the requirements above have been satisfied.**

MATERIALS

We have attempted to accurately reflect a true picture of the approximate amount of materials that the County anticipates. The County does not guarantee any minimum and will pay only for the actual materials authorized and purchased.

INSURANCE

Bidder should present a Certificate of Insurance with the bid package and list the County of Ocean as an additionally insured party. The certificate shall be valid for the full term of the contract.

FACILITY INSPECTION

Ocean County reserves the right to inspect a bidder's facility prior to award of contract.

DEFINITIONS

Nail hole: A penetration in the tread area caused by a small object, not to exceed ¼" (6mm) in a passenger tire or 3/8" (10mm) in a light or medium tire.

Spot repair (radial): A repair that is in the rubber portion of the casing only; can be to, but not through any ply. Minor repairs are allowed to belts in the tread area.

Section repair: Repairs, other than nail holes, made to the casing when an injury has extended through 75% or more of the actual plies, or completely through the casing in the tread or sidewall areas.

SERVICE CHARACTERISTICS**Services to be provided:**

Ocean County Department of Vehicle Services seeks a contractor to provide contracted tire retreading services to the County fleet of over 1,000 vehicles.

REQUIREMENTS

1. All tires for retreading must be tracked with a bar-coding system or other acceptable method. The Bidder is responsible to ensure that all casings are accounted for and returned to the County's maintenance facility in accordance with this specification. By no means shall the Bidder use other fleets' casings for the purpose of supplying the County with retreads in order to meet the turnaround specification unless specifically requested by the County.
2. All retreads will be built with the correct tread width, in accordance with new tire manufacturer's specifications. Upon award, a copy of a Tire Facts manual/or equivalent must be supplied to the maintenance facility to ensure proper widths are being used. **Casings must maintain the tire's original buffing radius. "Cut Down" tires will not be acceptable. In a situation where a casing is "cut down" in the shoulder area to accommodate a narrower tread width, the successful contractor(s) must reimburse the County of Ocean \$100.00 for the casing regardless of casings age or condition.**
3. All tires must be buffed with a lathe-type buff.
4. All casings to be retreaded must be built inflated and at running rim dimensions.
5. Bidder must furnish seven (7) day turnaround time for all on the road tires and fourteen (14) day turnaround time for all off the road tires that are picked up for retreading.
6. The successful Bidder must pick up all tires for retread within twenty-four (24) hours of notification by the County of Ocean at its maintenance facility, regardless of the quantity of tires being submitted. The Bidder will be required to remove the tires from the rim, remount the tire on the rim upon completion of retreading and replace valve stems. The bidder will also be required to return the tires to the County's vehicle repair facility. There will be no additional charge to the County for pickup/delivery services.

TIRE RETREADING SERVICES
REQUIREMENTS (CONT'D)

7. Tires for retreading must be inspected bead to bead with shearographic non-destructive inspection. Upon delivery of the tire back to the maintenance facility, proof of process must be provided.
8. Non-Retreadable Tire (NRT) - When tires submitted for retreading are rejected, an NRT report must be completed for each individual order and submitted to the County along with the rejected tire. Upon request, the County may require the Bidder's representative to come to the County's facility to review any tires that may be subject to a warranty. Tire casings older than 10 years of age are to automatically become a NRT unless the County states otherwise.
9. The Bidder must possess the capabilities to supply written documentation to support the following and be able to submit to the County upon request, or at regular intervals, as may be mutually agreed to by the County and the Bidder:
 1. Number of tires submitted for retreading
 2. Number of tires retreaded
 3. Number of tires rejected
 4. Causes for tires being taken out of service
 5. Total dollars spent on retreading
 6. Total number of repairs performed, broken out by tire size
 7. Total dollars spent on repairs
10. On the road tires must be cured in an autoclave at 215 degrees Fahrenheit or less to ensure casing integrity. Off the road tires must be cured in an autoclave at 265 degrees Fahrenheit or less for Custom Bandag retread design and 270 degrees Fahrenheit for H & H design to ensure casing integrity. Any system that uses a curing temperature that is higher than the spec will not be accepted, regardless of the process used or the manufacturer.
11. A light coat of tire paint must be applied to all finished goods.
12. The County will inform the bidder which rims are to be reconditioned. Prior to reconditioning rims, the vendor must check the rim for any defects. Please note, the County of Ocean will be utilizing their **TIRE SERVICES** bid to perform any repairs and road services for tires that are not being retreaded.
13. For on the road tires, only Bandag premium pre-cured tread rubber or of an established manufacturer in the retread industry with a proven product, track record and experience in the retreading industry will be accepted and/or considered. For off the road tires, only H&H industries continuum pre-cured tread rubber or of an established manufacturer in the retread industry with a proven product, track record and experience in the retreading industry will be accepted and/or considered. Second-tier tread rubber will not be acceptable regardless of the process or the manufacturer supplying the tread rubber even if it is a wholly owned subsidiary of Bandag, Goodyear or Michelin. **Bidders proposing an alternate to the Bandag and H&H industries brands should supply a 3" x 3" sample of the tread rubber with the bid proposal package and a copy of the retread products specifications sheet and/or technical detailer.**

TREAD SPECIFICATIONS

The following tread designs and specs listed below are the only ones to be used for the purpose of this bid. Any change in tread design must be approved by the County in advance. **All bidders should supply the Mfg. Process, Tread Design, Tread Depth (in 32nds), and Cure Temperature (Degrees Fahrenheit) on the lines provided on the Proposal Page, for all items being bid that relate to this section. Failure to supply this information may result in the rejection of the bid.**

Premium Pre-Cured Bandag BDL Retread (or equivalent)*
(See above for explanation and requirements)

225/70R19.5 Tread Width according to mfg. specs Minimum Tread Depth 20/32

245/70R19.5 Tread Width according to mfg. specs Minimum Tread Depth 20/32

265/70R19.5 Tread Width according to mfg. specs Minimum Tread Depth 20/32

Premium Pre-cured Bandag BDM (or equivalent)*
(See above for explanation and requirements)

11 R 22.5 Tread Width according to mfg. specs Minimum Tread Depth 26/32

11 R 24.5 Tread Width according to mfg. specs Minimum Tread Depth 26/32

305/70R16.5 Tread Width according to mfg. specs Minimum Tread Depth 26/32

355/70R17.5 Tread Width according to mfg. specs Minimum Tread Depth 26/32

Premium Pre-cured Bandag BDC (or equivalent)*
(See above for explanation and requirements)

305/70R16.5 Tread Width according to mfg. specs Minimum Tread Depth 26/32

355/70R17.5 Tread Width according to mfg. specs Minimum Tread Depth 26/32

Premium Pre-cured Bandag BTL-SA (or equivalent)*
(See above for explanation and requirements)

255/70R22.5 Tread Width according to mfg. specs Minimum Tread Depth 16/32

265/75R22.5 Tread Width according to mfg. specs Minimum Tread Depth 16/32

11R 22.5 Tread Width according to mfg. specs Minimum Tread Depth 16/32

11R 24.5 Tread Width according to mfg. specs Minimum Tread Depth 16/32

Premium Pre-cured Bandag BRSS (or equivalent)*
(See above for explanation and requirements)

11 R 22.5 Tread Width according to mfg. specs Minimum Tread Depth 18/32

11 R 24.5 Tread Width according to mfg. specs Minimum Tread Depth 18/32

12 R 22.5 Tread Width according to mfg. specs Minimum Tread Depth 18/32

12 R 24.5 Tread Width according to mfg. specs Minimum Tread Depth 18/32

TREAD SPECIFICATIONS (CONT'D)

The following tread designs and specs listed below are the only ones to be used for the purpose of this bid. Any change in tread design must be approved by the County in advance. **All bidders should supply the Mfg. Process, Tread Design, Tread Depth (in 32nds), and Cure Temperature (Degrees Fahrenheit) on the lines provided on the Proposal Page, for all items being bid that relate to this section. Failure to supply this information may result in the rejection of the bid.**

Continuum H&H Industries Pre-Cure C1040 E3/L3 (or equivalent)*
(See above for explanation and requirements)

20.5	Tread Width according to mfg. specs	Minimum Tread Depth 39/32
23.5	Tread Width according to mfg. specs	Minimum Tread Depth 42/32
26.5	Tread Width according to mfg. specs	Minimum Tread Depth 47/32

REPAIR CHARGES

1. **Spot Repairs:** ALL spot repairs are included in the price for the retread tire. No separate charges for any spot repairs performed on these tires may be billed. All required spot repairs shall be performed, regardless of the number of spot repairs required. Contractor's adherence to this requirement is essential due to SAFETY considerations.
2. **Section Repairs:** Only section repairs that are visually verifiable on the finished retread shall be charged for. There shall be no section repair any larger than ½" in size after the damage and rust have been removed for on the road tires. There will be no section repair any larger than 6" in size after the damage and rust have been removed for off the road tires. The County of Ocean, will not approve any section repairs in the sidewall of the tires. In addition, all section repairs for each tire shall be approved by the County of Ocean prior to the repair being performed.
3. **Nail Holes:** Only nail hole repairs that are visually verifiable on the finished retread shall be charged for. All necessary nail hole repairs shall be performed.

VALVE STEMS

Dill and Schraeder are the County's **ONLY ACCEPTABLE** valve stem brands. All valve stems must be American made. **(NO SUBSTITUTIONS)**