



# Request for Proposal 09-X-20574

## For: Quaternary Ammonium Disinfectants

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	09/05/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	
<b>Mandatory Site Visit</b>	N/A	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	09/23/08	2:00 PM

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

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

Using Agency

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

State of New Jersey - DSS

Date: 08/12/08

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State Distribution and Support Services. This RFP requires bidder(s) to provide and deliver Quaternary Ammonium Disinfectants in powder and liquid form for maintenance and disinfecting purposes at all State agencies and buildings. The submitted bid samples and delivered products must comply with the State of New Jersey technical specifications contained within section 3.0 of this RFP or be certified and approved by the Environmental Choice-Eco-Logo™ Standard # CCD -166 for Disinfectants and Disinfectant cleaners published by TerraChoice Environmental Marketing on behalf of the Government of Canada.

In addition, successful contractors must install metered dispensing units for all users of this contract, where applicable, at no additional cost. The bidder should include costs of providing metered dispensing units in its bid price if the product requires a dispensing system for correct and performance results.

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

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

This RFP is for the Bulk Supply of Products Listed on price lines 00001 and 00002 to the State Distribution and Support Services.

### **1.2 BACKGROUND**

This is a new term contract which includes some items covered under the current contract T-2267, 08-x-39108 due to expire on 7/29/08. Bidders who are interested in this current contract specifications and pricing information may review the same at the following website address at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

#### **1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD**

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

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

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

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

### 1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto: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 Audit 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 – 9<sup>th</sup> 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 Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

### **2.2 CONTRACT SPECIFIC DEFINITIONS**

**Disinfectants – Chemicals** used on inanimate surfaces to rapidly inactivate microorganisms.

**ASTM**- American Society for Testing and Materials.

**Concentrate** - Product that must be diluted by at least eight parts by volume water (1:8 dilution ratio) prior to its intended use.

**Corrosive** - A substance that causes visible destruction of, or irreversible alterations in, living tissue by chemical action at the site of contact.



**Dispensing-system concentrates** - Products that are designed to be used in dispensing systems that cannot be practically accessed by users.

**FIFRA** – Federal Insecticide Fungicide and Rodenticide Act.

**General-purpose cleaners** - Products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Halogenated solvents** - Any solvent containing halogens including fluorine, chlorine, bromine and iodine. Halogens are highly reactive and have a tendency to bio-accumulate and exhibit toxic effects.

**Ingredient** - Any constituent of a product that is intentionally added or known to be a contaminant that comprises at least 0.01% by weight of the product.

**Mutagen** - A chemical that meets the criteria for Category 1: Chemicals known to induce heritable mutations or to be regarded as if they induce heritable mutations in the germ cells of humans, under the Harmonized System for the Classification of Chemicals Which Cause Mutations in Germ Cells (Un, 2003).

**Product as used** - The most concentrated form of the product that the manufacturer recommends for a product's intended use. For example, if a manufacturer recommends a product be diluted 1:64 or 2:64 for use as a general-purpose cleaner, the product shall meet the environmental and performance requirements at a dilution of 2:64.

**Primary packaging** - The material physically containing and coming into contact with the product, not including for example the cap or lid of a bottle.

**Recyclable package** - Package that can be diverted from the waste stream through available processes and programs, and can be collected, processed, and returned to use in the form of raw materials or products.

**Reproductive Toxins** - A chemical listed as a reproductive toxin by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22 , Division 2, Subdivision 1, Chapter 3, Section 1200, et seq.).

**Undiluted product** - The most concentrated form of the product produced by the manufacturer for transport outside its facility.

**Volatile Organic Compound (VOC)** - Any organic compound which participates in atmospheric photochemical reactions leading to the formation of ozone, a respiratory irritant. It excludes those organic compounds which the ECP and Green Seal designate as having negligible photochemical reactivity. These compounds are taken based on the definition found in U.S Code of Federal Regulations Title 40 part 51 paragraphs.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

This RFP is designed specifically to meet the requirements of Executive Order # 76 that requires the State to utilize cleaning products that impart the least amount of environmentally detrimental impact possible, and currently available within the commercial marketplace.

The product required in this RFP is a quaternary ammonium disinfectant, both in its liquid form and concentrated powdered formulation to be used as a cleaning agent as well as for disinfecting.

#### **3.1 LIQUID QUATERNARY AMMONIUM DISINFECTANT DETERGENT SPECIFICATIONS (PRICE LINE 00001)**

##### **3.1.1. INTENDED USE:**

The product must comply with the attached RFP specifications contained in section 3.1 of this RFP or be certified and approved by the Environmental Choice -Eco-Logo Standard # CCD -166 for Disinfectants and Disinfectant Cleaners published by Terra Choice Environmental Marketing on behalf of the Government of Canada. The concentrated liquid quaternary disinfectant detergent covered by this specification is intended for use as a general purpose cleaner and disinfectant. The product must be suitable for most cleaning operations and should be diluted according to the instructions on the label and the instruction sheets contained within each case. This product is intended for use in cleaning, deodorizing, sanitizing, and disinfecting hard surfaces in hospitals, public buildings, and food service areas. It can be used to clean floors, walls, woodwork, painted surfaces, concrete, tile, porcelain, glass, fixtures, equipment, vinyl plastic upholstery, furnishings and many other surfaces that are not harmed by water. This product must provide adequate disinfection in order to reduce the dangers of cross-infection as a result of contamination of inanimate surfaces.

##### **3.1.2 CLASSIFICATION AND PRODUCT DESCRIPTION:**

Type – Liquid, packed 4/1 gallon per case, 1: 64 dilution ratio, 2 ounces of concentrate per gallon of water. The master case must be made from recyclable corrugated material and contain 4/1 gallon plastic containers that are also recyclable. Standard recyclable symbols must appear embossed directly onto each plastic container. One calibrated pump/pipette mechanism per case for safely dispensing the product must be enclosed within each case when designated by an individual purchase order.

This product must be registered with the United States Environmental Protection Agency (EPA) Office of Pesticides Programs. The final product must comply with all applicable sections of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The official registration process includes the submission of the entire exact chemical formulation of the finished product to the EPA Antimicrobial Division and the EPA Registration Division. This process includes official EPA approval of all ingredients included in the product formula.

##### **3.1.3 SALIENT CHARACTERISTICS:**

The finished product must be a neutral pH disinfectant cleaner capable of cleaning and disinfecting a wide variety of hard, non-porous surfaces. The finished product must contain active ingredients which include a combination of Alkyl Dimethyl Benzyl Ammonium Chlorides. The balance of ingredients cannot contain any environmentally harmful compounds with the majority being classified as inert ingredients. All organic ingredients other than the quaternary ammonium compounds must be able to pass the Biodegradability tests listed within this specification. EPA approved fragrances and dyes can be added.

### 3.1.4 DISINFECTION EFFICACY DATA / PRODUCT PERFORMANCE:

This product must be effective as a disinfectant at the recommended dilution ratio (1:64) using the AOAC Use-Dilution Confirmation Tests. These tests are prepared utilizing hard water (400 ppm calcium carbonate) and 5 % Sterile Bovine Serum Albumin (BSA). The test results must have the following effects and be confirmed as:

Bactericidal Against:

*Escherichia coli*  
*Enterobacter aerogenes*  
*Klebsiella pneumonia*  
*Pseudomonas aeruginosa*  
*Salmonella choleraesuis*  
*Shigella dysenteriae*  
*Staphylococcus aureus*  
*Streptococcus faecalis*

Virucidal Against:

*Adenovirus Type 2*  
*Hepatitis B Virus (HBV)*  
*Hepatitis C Virus (HCV)*  
*Herpes Simplex Type 1*  
*Human Immunodeficiency Virus, HIV-1 (AIDS)*  
*Influenza A2*  
*Vaccinia Virus*

Fungicidal Against:

*Aspergillus Niger*  
*Trichophyton mentagrophytes (Athlete's Foot)*

Effectiveness shall be documented by data from test methods and conditions acceptable under Environmental Protection Agency (EPA) DIS/TSS 1-10.

### 3.1.5 PRODUCT CLEANING REQUIREMENTS / PERFORMANCE:

Cleaning Efficiency:

The cleaning efficiency shall be determined in accordance with ASTM Method D-4488-95, January 1995- A5 or A6 – “Standard Guide for Testing Cleaning Performance of Products Intended for Use on Resilient Flooring and Washable Walls”.

The product must demonstrate a minimum cleaning efficiency rating of 75 % when tested from a solution of 0.5 %.

Deleterious Action on Linoleum, Asphalt, Rubber, Vinyl Asbestos Tile, and/or any type of Floor Covering:

A 2.0 % by volume solution of the product shall not cause any softening, swelling, cracking, or discoloration of the test specimens when tested in accordance with Federal Specification P-D-200D, section 4.4.6.

### 3.1.6 ORGANIC INGREDIENT BIODEGRADABILITY:

All organic ingredients, other than the quaternary ammonium disinfecting compounds, must be classified as “Readily Biodegradable”. Readily Biodegradable is defined as an organic substance that will degrade into smaller molecular components by way of microbial metabolism by more than

60 % to 70 % in a 10 to 14 day window in any of the following test methods developed by the OECD Organization for Economic Cooperation and Development and/or the US EPA United States Environmental Protection Agency.

Biodegradability Test Methods:

US EPA 796.3240, Readily Biodegradable OECD 301E; US EPA 796.3340, Inherent Ultimate Biodegradable OECD 302 A, US EPA 796.3100, Readily Biodegradable.

### 3.1.7 TOXICITY REQUIREMENTS:

All ingredients other than the quaternary ammonium disinfecting compounds must not be toxic to aquatic life, which is defined as:

Acute LC<sub>50</sub> for algae, daphnia, or fish > 100 mg. / L

The Toxicity test results must be determined by one of the following methods: ISO 7346.2, ISO 11348, ASTM D- 5660-96, or 40 CFR 797, and subpart B.

### 3.1.8 CARCINOGENS / REPRODUCTIVE TOXINS:

The undiluted product shall not contain any ingredients that are carcinogens or known to cause reproductive toxicity. Carcinogens are defined as those chemicals listed as known, probable, or possible human carcinogens by the International Agency for Research on Cancer IARC, the National Toxicology Program NTP, or the US Environmental Protection Agency US EPA. Chemicals known to cause reproductive toxicity are defined as those listed by the State of California under the California Code of Regulations Title 22, Division 2, Subdivision 1, and Chapter 3 Sections 1200 et seq.

### 3.1.9 PROHIBITED AND RESTRICTED COMPOUNDS:

Prohibited Surfactants / Solvents:

No environmentally harmful or detrimental surfactants such as Nonylphenol Ethoxylates (NPE's), Octylphenol Ethoxylates, or Alkyl phenol Ethoxylates (APE's) are permitted within the chemical formulation. Any surfactant that bioaccumulates and thus does not comply with the testing specified within the Organic Ingredient Biodegradability Section of this specification is prohibited. These restrictions do not apply to the quaternary ammonium compounds which are technically surfactants in addition to the chief disinfecting ingredients in this product.

In addition, no environmentally harmful solvents such as aromatic solvents, halogenated solvents, 2-Butoxyethanol, and other certain Glycol Ethers are permitted within the formulation.

Prohibited Builders:

The final product formulation can not include builders belonging to these chemical groups: a) phosphates, or b) EDTA compounds and/or the salts of these compounds.

Prohibited Added Disinfecting Compounds:

No added disinfecting compounds other than the specified quaternary ammonium compounds can be utilized in the active ingredients of this finished product

Prohibited VOC's Volatile Organic Compounds:

No Volatile Organic Compounds are permitted within the formulation.

Prohibited Toxic Metals and their compounds:

No toxic metals or their compounds shall be detected within the formulation of this product.

### 3.1.10 CHEMICAL ANALYSES REQUIREMENTS:

The final product must comply with the following chemical formulation requirements.  
 The total amount of Alkyl Dimethyl Benzyl Ammonium Chlorides can be represented in any combination totaling a minimum of three percent (3 %).  
 The pH value of the concentrated solution must be between 7.0 and 7.8.

<u>Test</u>	<u>Requirement</u>
Quaternary Ammonium Compound Content	3 % min. – 6 % max.
Other Surfactants – if present	Must be readily biodegradable
pH (concentrate)	7.0 – 7.8
pH (use-dilution)	7.0 – 7.8
Solubility / Hard Water Tolerance	Must be soluble and effective in 400 ppm hardness and generally tolerant of hard water.
Phosphates	None
VOC's (Volatile Organic Compounds)	None
Toxic Metals	None
Carcinogens / Reproductive Toxins	None
Clarity	Clear
Odor	Pleasant
Added Fragrances	Fragrance should not be petroleum derived, and should be identified on MSDS and used in accordance with Code of Practice of the International Fragrance Association.
Added Dyes	Dyes should be food grade and identified on the MSDS
Organic Ingredient Biodegradability	All organic ingredients other than quaternary ammonium must be able to pass one test from the above Biodegradability list.
Flash Point	None

### 3.1.11 EPA REGISTRATION / ACTIVE AND INERT INGREDIENTS:

The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) requires that all antimicrobial pesticide products be registered by EPA. Information on the pesticide product registration process and requirements, including data requirements, can be found on EPA's registration resource website at <http://www.epa.gov/pesticides/regulating/registering/>. Antimicrobial pesticide products can only contain inert ingredients already approved by the EPA's Inert Ingredient Assessment Branch for the uses stated on the label. Currently approved inert ingredients can be found at <http://www.epa.gov/opprd001/inerts/lists.html>. As these products are used in food service areas, use the Food-use Inert Ingredients section this website and the links to 40CFR Part 180 (Most importantly Sections 910-960).

Section 3 © (2) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) authorizes the EPA to specify the kinds of data required to support an antimicrobial pesticide registration including all data on both active and inert ingredients.

Federal Register Notice (52 FR 13305) and Registration Procedures Manual SOP 3096.1 authorizes the EPA to test all inert ingredients within an antimicrobial pesticide formulation for compliance.

### 3.1.12 PACKAGING/LABELING:

The finished product must be packaged in one (1) gallon, recyclable plastic bottles with a handle and a screw-on cap including a sufficient seal to prevent leakage. Each master case made from recyclable corrugated material must be of sufficient strength to protect the product from normal physical damage that may occur during shipping, handling, and storage. Each case must contain 4/1 gallon recyclable plastic containers per case. The bid sample case must contain a MSDS sheet and must be inspected by DSS QAL before an award can be made.

Every delivered case must contain a Material Safety Data Sheet (MSDS) for the product enclosed within. The containers shall be labeled in accordance with the Federal Hazardous Substances Act and the New Jersey Workers Community Right to Know Act and the product and the NJ PEOSH Hazard Communication Standard NJAC 12: 100-7.

The manufacturer's recommended dilutions and "Directions for Use" shall be clearly shown on the label of each container. The labels must also display the necessary safety precautions and storage/disposal instructions.

All containers including shipping cartons shall bear a label indicating the chemical names and chemical abstract service numbers of all hazardous substances in the container and all other substances which are among the five most predominant.

Labeling Summary: The labeling of each master case and individual container must display the following information:

- Item Description
- Brand & Manufacturer's Name
- Product Code Number
- Directions for Use / Dilution Ratio
- Hazard Warnings
- Recommended Storage/Disposal Precautions
- Five Most Predominant Ingredients
- Hazardous ingredients in accordance with Hazard Communication
- EPA Registration Number
- EPA Establishment Number

### 3.1.13 SAFETY PUMP/ PIPET:

Each case must contain a calibrated pump/pipet mechanism that will deliver the exact amount of concentrate needed per gallon of mixture. Depending on demand, the pump mechanism can be added or deleted against an individual purchase order. This mechanism must have an adaptable screw cap that can be inserted onto any gallon container. A special instruction sheet describing the proper means of dilution utilizing the pump mechanism must be contained within each case.

### 3.1.14 STABILITY AND STORAGE:

The finished product must be stable and must not lose effectiveness or deteriorate when stored in closed containers at room temperature between 40 degrees F and 100 degrees F for a period of at least two (2) years.

### 3.1.15 TRAINING:

The awarded contractor must supply technical support and training for any using agency or institution at no additional cost to the State.

### **3.2 PREMEASURED CONCENTRATED POWDERED QUARTERNARY DISINFECTANT DETERGENT SPECIFICATIONS (PRICE LINE 00002)**

The specification outlines a pre-measured, concentrated powdered quaternary disinfectant detergent in water soluble packets. Each individual packet must weigh 0.5 ozs. And the master carton must contain 400 packets per carton. The net weight of each master carton must equal 12.5 lbs. /400 packets. The individual packets must be water soluble.

#### **3.2.1. INTENDED USE**

The product must comply with the attached RFP specifications contained within section 3.2 of this RFP or be certified and approved by the Environmental Choice – Eco-Logo Standard # CCD – 166 for Disinfectants and Disinfectant Cleaners published by Terra Choice Environmental marketing on behalf of the Government of Canada.

The concentrated powdered quaternary disinfectant detergent covered by this specification is intended for use as a general purpose cleaner and disinfectant. The product must be suitable for most cleaning operations and should be diluted according to the instructions on the label and the instruction sheets contained within each case. This product is intended for use in cleaning, deodorizing, sanitizing, and disinfecting hard surfaces in hospitals, public buildings, and food service areas. It can be used to clean floors, walls, woodwork, painted surfaces, concrete, tile, porcelain, glass, fixtures, equipment, vinyl plastic upholstery, furnishings and many other surfaces that are not harmed by water.

This product must provide adequate disinfection in order to reduce the dangers of cross-infection as a result of contamination of inanimate surfaces.

#### **3.2.2 CLASSIFICATION AND PRODUCT DESCRIPTION:**

Type-powder product in 0.5 ounce water-soluble packets, 400 packets per master carton or plastic pail. Dilution Ratio – one 0.5 oz. packet per one gallon of water (1:266). The master cartons, if corrugated, must be made from recyclable corrugated material and possess a recyclable interior plastic liner for moisture protection. If the master containers are plastic pails, then the plastic pails must be made from recyclable plastic. Standard recyclable symbols must appear embossed directly onto each plastic pail.

This product must be registered with the United States Environmental Protection Agency (EPA) Office of Pesticides Programs. The final product must comply with all applicable sections of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). The official registration process includes the submission of the entire exact chemical formulation of the finished product to the EPA Antimicrobial Division and the EPA Registration Division. This process includes official EPA approval of all ingredients included in the product formula.

#### **3.2.3 SALIENT CHARACTERISTICS**

The concentrated powdered quaternary disinfectant detergent must be a multi-purpose, concentrated detergent/germicide formulated to clean and disinfect a variety of different surfaces. The product must provide excellent detergency properties, efficient cleaning, and sufficient deodorizing action. The concentrated powdered quaternary disinfectant cleaner must contain active ingredients comprised principally of a combination of alkyl dimethyl benzyl ammonium chlorides to kill a wide variety of pathogenic organisms. The balance of all other ingredients shall

contain environmentally responsible, low toxicity, and readily biodegradable compounds. EPA approved fragrances and dyes can be added.

### 3.2.4 DISINFECTION / EFFICACY REQUIREMENTS

This product must be effective as a disinfecting agent at the recommended dilution (one 0.5 oz. packet per one gallon of water), using the AOAC Use-Dilution Confirmation Tests. These tests are prepared utilizing hard water (400 ppm calcium carbonate) and 5 % Sterile Bovine Serum Albumin (BSA). The test results must have the following effects and be confirmed as:

#### ***Bactericidal Against:***

STAPHYLOCOCCUS AUREUS (ATCC NO. 6538)  
SALMONELLA CHOLERAESII (ATCC NO. 10708)  
PSEUDOMONAS AERUGINOSA (ATCC NO. 15442)  
SHIGELLA DYSENTERIAE (ATCC NO. 12180)  
KLEBSIELLA PNEUMONIAE (ATCC NO. 4352)

#### **Fungicidal Against:**

TRICHOPHYTON MENTAGROPHYTES (ATCC NO. 9533)

#### **Virucidal Against:**

HERPES SIMPLEX I OR II  
VACCINA  
INFLUENZA A2  
HIV-I (AIDS VIRUS)

Effectiveness shall be documented by data from test methods and conditions acceptable under Environmental Protection Agency (EPA) DIS/TSS 1-10.

### 3.2.5 PRODUCT CLEANING REQUIREMENTS / PERFORMANCE:

#### **Cleaning Efficiency:**

The cleaning efficiency shall be determined in accordance with ASTM Method D-4488-95, January 1995- A5 or A6 – *“Standard Guide for Testing Cleaning Performance of Products Intended for Use on Resilient Flooring and Washable Walls”*.

The product must demonstrate a minimum cleaning efficiency rating of 75 % when tested from a solution of 0.5 %.

#### **Deleterious Action on Linoleum, Asphalt, Rubber, Vinyl Asbestos Tile, and/or any type of Floor Covering:**

A 2.0 % by volume solution of the product shall not cause any softening, swelling, cracking, or discoloration of the test specimens when tested in accordance with Federal Specification P-D-200D, section 4.4.6.

### 3.2.6 ORGANIC INGREDIENT BIODEGRADABILITY:

All organic ingredients, other than the quaternary ammonium disinfecting compounds, must be classified as “Readily Biodegradable”. Readily Biodegradable is defined as an organic substance that will degrade into smaller molecular components by way of microbial metabolism by more than 60 % to 70 % in a 10 to 14 day window in any of the following test methods developed by the



OECD Organization for Economic Cooperation and Development and/or the US EPA United States Environmental Protection Agency.

Biodegradability Test Methods:

US EPA 796.3240, Readily Biodegradable OECD 301E; US EPA 796.3340, Inherent Ultimate Biodegradable OECD 302 A, US EPA 796.3100, Readily Biodegradable.

### 3.2.7 TOXICITY REQUIREMENTS:

All ingredients other than the quaternary ammonium disinfecting compounds must not be toxic to aquatic life, which is defined as:

Acute LC<sub>50</sub> for algae, daphnia, or fish > 100 mg./ L

The Toxicity test results must be determined by one of the following methods: ISO 7346.2, ISO 11348, ASTM D- 5660-96, or 40 CFR 797, subpart B.

### 3.2.8 CARCINOGENS / REPRODUCTIVE TOXINS:

The undiluted product shall not contain any ingredients that are carcinogens or known to cause reproductive toxicity. Carcinogens are defined as those chemicals listed as known, probable, or possible human carcinogens by the International Agency for Research on Cancer IARC, the National Toxicology Program NTP, or the US Environmental Protection Agency US EPA. Chemicals known to cause reproductive toxicity are defined as those listed by the State of California under the California Code of Regulations Title 22, Division 2, Subdivision 1, Chapter 3 Sections 1200 et seq.

### 3.2.9 PROHIBITED AND RESTRICTED COMPOUNDS:

Prohibited Surfactants / Solvents:

No environmentally harmful or detrimental surfactants such as Nonylphenol Ethoxylates (NPE's), Octylphenol Ethoxylates or Alkylphenol Ethoxylates (APE's) are permitted within the chemical formulation. Any surfactant that bioaccumulates and thus does not comply with the testing specified within the Organic Ingredient Biodegradability Section of this specification is prohibited. These restrictions do not apply to the quaternary ammonium compounds which are technically surfactants in addition to the chief disinfecting ingredients in this product.

In addition, no environmentally harmful solvents such as aromatic solvents, halogenated solvents, 2-Butoxyethanol, and other certain Glycol Ethers are permitted within the formulation.

Prohibited Builders:

The final product formulation can not include builders belonging to these chemical groups:

a) Phosphates, or b) EDTA compounds and/or the salts of these compounds.

Prohibited Added Disinfecting Compounds:

No added disinfecting compounds other than the specified quaternary ammonium compounds can be utilized in the active ingredients of this finished product

Prohibited VOC's Volatile Organic Compounds:

No Volatile Organic Compounds are permitted within the formulation.

Prohibited Toxic Metals and their compounds:

No toxic metals or their compounds shall be detected within the formulation of this product.

### 3.2.10 CHEMICAL ANALYSES REQUIREMENTS:

The chemical formulation must possess characteristics that reduce detrimental effects to the environment and must be in compliance with the following guidelines:

<u>Test</u>	<u>Requirement</u>
Quaternary Ammonium Compound Content	15 % min. – 18 % max.
pH (use-dilution)	7.5 – 9.5
Other Surfactants – if present	Must be readily biodegradable.
Solubility / Hard Water Tolerance	Must be 100 % soluble and effective in both soft and hard water.
Phosphates	None
VOC's (Volatile Organic Compounds)	None
Toxic Metals	None
Carcinogens / Reproductive Toxins	None
Color	White is not acceptable
Odor	Pleasant
Added Fragrances	Fragrances should not be petroleum derived and should be identified on MSDS sheets and used in accordance with Code of Practice of the International Fragrance Association.
Added Dyes	Dyes should be food grade and identified on the MSDS.
Organic Ingredient Biodegradability	All organic ingredients other than quaternary ammonium must be able to pass one test from the above Biodegradability list.

### 3.2.11 EPA REGISTRATION / ACTIVE AND INERT INGREDIENTS:

The Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) requires that all antimicrobial pesticide products be registered by EPA. Information on the pesticide product registration process and requirements, including data requirements, can be found on EPA's registration resource website at <http://www.epa.gov/pesticides/regulating/registering/>. Antimicrobial pesticide products can only contain inert ingredients already approved by the EPA's Inert Ingredient Assessment Branch for the uses stated on the label. Currently approved inert ingredients can be found at <http://www.epa.gov/opprd001/inerts/lists.html>. As these products are used in food service areas, use the Food-use Inert Ingredients section this website and the links to 40CFR Part 180 (Most importantly Sections 910-960)

Section 3 © (2) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) authorizes the EPA to specify the kinds of data required to support an antimicrobial pesticide registration including all data on both active and inert ingredients. Federal Register Notice (52 FR 13305) and Registration Procedures Manual SOP 3096.1 authorizes the EPA to test all inert ingredients within an antimicrobial pesticide formulation for compliance.

### 3.2.12 PACKAGING/LABELING:

The product must be packaged in manufacturer's standard sturdy packaging, which must be sufficiently durable to ensure safe delivery. Since packets are water-soluble, the master carton with plastic liner or plastic pail must provide sufficient protection against packet deterioration through overexposure to moisture or high humidity during shipping.

**Powder Color: White is not acceptable. Presence of foreign particles is not acceptable.**

**Powder Odor:** The concentrate powdered quaternary disinfectant packets must not possess an odor of solvent or pungent, acrid, or any other unpleasant odor, and shall not impart such odors to surfaces washed with this detergent.

The bid sample case must contain a MSDS sheet and must be inspected by DSS QAL before an award can be made.

Every delivered case must contain a Material Safety Data Sheet (MSDS) for the product enclosed within. The containers shall be labeled in accordance with the Federal Hazardous Substances Act and the New Jersey Workers Community Right to Know Act and the NJ PEOSH Hazard Communication Standard NJAC 12: 100-7.

The manufacturer's recommended dilutions and "Directions for Use" shall be clearly shown on the label of each container. The labels must also display the necessary safety precautions and storage/disposal instructions.

All containers including shipping cartons shall bear a label indicating the chemical names and chemical abstract service numbers of all hazardous substances in the container and all other substances which are among the five most predominant.

**Labeling Summary:** The labeling of each master case and individual container must display the following information:

Item Description

Brand & Manufacturer's Name

Product Code Number

Directions for Use / Dilution Ratio

Hazard Warnings

Recommended Storage/Disposal Precautions

Five Most Predominant Ingredients

Hazardous ingredients [in accordance with Hazard Communication and RTK]

EPA Registration Number

EPA Establishment Number

### **3.2.13. STORAGE AND STABILITY:**

The finished product must be stable and must not lose effectiveness or deteriorate when stored in closed containers at room temperature between 40 degrees F and 100 degrees F for a period of at least one (1) year.

### **3.2.14 TRAINING:**

The awarded contractor must supply technical support and training for any using agency or institution as requested at no additional cost to the State.

## **3.3 DELIVERY REQUIREMENTS FOR STATE DISTRIBUTION AND SUPPORT SERVICES**

**Delivery Location: State Distribution and Support Services  
1620 Stuyvesant Avenue  
Trenton, NJ 08625**

3.3.1 All weights are net weights. Distribution and Support Services (DSS) weights shall govern. DSS official weight scales are maintained by the Quality Assurance Unit and shall be used to record weight data.

3.3.2 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from DSS premises at the contractor's expense.

3.3.3 If circumstances beyond the control of the contractor result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing: DSS, P.O. Box 234, West Trenton, New Jersey 08625; Fax: (609) 530-4582. DSS reserves the right to cancel all or part of any such order and purchase the product elsewhere, charging any price increase and cost of handling, if any, to the contractor.

3.3.4 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, DSS reserves the right to cancel all outstanding orders and purchase the product elsewhere, charging any price increase and cost of handling, if any, to the contractor.

3.3.5 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase the product elsewhere, charging any increase in price and cost of handling, if any, to the contractor.

3.3.6 Items must be stacked on 48 x 40 four (4) way grocery pallets before delivery will be accepted at DSS.

3.3.6.1 Items that are floor loaded upon delivery must be transferred to 48 x 40 four (4) way grocery pallets by the carrier truck driver before delivery will be accepted.

3.3.6.2 Items that are delivered on other than 48 x 40 four (4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.

3.3.6.3 Pallet exchange is available.

3.3.6.4 Segregation of product is required.

3.3.6.5 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.

3.3.6.6 Required Block Patterns: Palletized loads should be built to a maximum height of 65".

3.3.6.7 Full pallets must be broken down to a maximum 65 inches in height by the carrier driver.

3.3.6.8 DSS standards for height and block patterns can be obtained by calling DSS receiving at (609) 530-3314 prior to delivery.

3.3.7 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may migrate into the product or

the product packaging rendering the product unsaleable. Presence of any of these conditions will be cause for complete rejection of the delivery. In such event, DSS may avail itself of the remedy afforded it under Section 5.6.

3.3.8 Damaged Goods Upon Delivery: Shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized damaged goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS. In such event, DSS may avail itself of the remedy afforded it under Section 5.6.

3.3.9 Closing Time: The DSS receiving unit closes at 3:00 p.m. daily. All deliveries must be completed by 3:00 p.m. Trucks attempting to deliver goods near 3:00 p.m. may be rejected if load cannot be completely unloaded by 3:00 p.m.

3.3.10 Unloading Time Limit: Once started, the unloading process may not extend beyond a four (4) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this four (4) hour unloading period has expired. In such event, DSS may avail itself of the remedy afforded it under Section 5.6.

3.3.11 Packing Slip Requirement: All deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.

3.3.12 Special Instructions: From time to time DSS may issue special shipping instruction to the contractor which will supersede the requirements listed above. These special instructions will be relayed to the contractor at the time that order is placed and may affect block patterns or carton marking.

3.3.13 Carton (Case) Marking Requirement: All shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two sides so that palletized cartons may be easily identified. In addition to bid specification requirements, the following must be included:

Contents (industry standard item description)  
State contract number

Cartons not complying with all marking requirements at time of delivery will be refused and returned at contractor's expense. No post delivery of cartons will be permitted at the DSS warehouse or dock.

3.3.14 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS. If the contractor combines shipments without proper authorization, the contractor will be assessed the difference in freight charges between separate shipments and combined shipments, if shipment is accepted. Any monies due the State of New Jersey will be deducted from the contractor's payment.

### 3.3 DELIVERY

Delivery is required a minimum of ten (10) days from receipt of order.

## **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/09x20574.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 **two full, complete and exact copies** 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/09x20574.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/09x20574.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/09x20574.shtml>.

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

##### **4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE**

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

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

Refer to Section 1.1. Of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20574.shtml>.

#### **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/09x20574.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/09x20574.shtml>.

#### 4.4.4 SUBMITTALS

##### 4.4.4.1 LETTER OF AUTHORIZATION

A letter of authorization from the manufacturer may be submitted with your bid proposal for each brand bid. This letter must indicate whether you are the manufacturer, distributor or have any other special arrangement to sell the brand bid. If not received with your bid proposal for each the bidder must submit the manufacturers certificate no later than seven (7) days after a verbal or written request by the State. Failure to do so will result in the rejection of the bid proposal for that manufacturer brand only.

##### 4.4.4.2 PRODUCT LITERATURE

The bidder should submit two (2) copies of the product data sheet with its bid proposal, or within seven (7) days after submission of the bid proposal. Failure to do so will result in the rejection of your bid proposal.

##### 4.4.4.3. CERTIFICATION/APPROVAL:

The bidder should submit certification from the manufacturer that the product bid is in compliance with the technical specifications of this RFP. This data must be related to the chemical, microbiological and environmental properties inherent to the product and the active ingredient approved by EPA as a disinfectant **or** certification and approval by the Environmental Choice - Eco-Logo Standard # CCD -166 for Disinfectants and Disinfectant Cleaners published by Terra Choice Environmental Marketing. The certification should be included with its bid proposal or within seven (7) days after verbal or written request by the State. Failure to do so will result in the rejection of your bid proposal.

##### 4.4.4.4 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/09x20574.shtml>.

##### 4.4.4.5 SAMPLES/SAMPLE TESTING

If requested samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for pricing lines **00001** and **00002** for evaluation and testing purposes are to be made available at no charge and delivered to DSS, Quality Unit, at the bidder's expense. The bidder must within five (5) working days following a request from the State, submit bid samples to DSS, Quality Assurance Unit, 1620 Stuyvesant Avenue, Trenton, NJ 08625 Attn: Kevin Ryan. Bid samples will not be returned. The Quality Assurance Unit will conduct laboratory tests to assure that the bid samples submitted for price lines 00001 and 00002 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines 00001 and 00002. The test results of the State are final.

##### 4.4.4.6 DISCLOSURE OF PRODUCT COMPOSITION

The bidder should furnish material safety data sheets (MSDS) or manufacturers equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP with the bidders bid proposal. Failure to supply this information within the seven (7) day period may result in the rejection of the bid for that price line.



#### **4.4.5 FINANCIAL CAPABILITY OF THE BIDDER**

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

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

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

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

#### **4.4.6 PRICING**

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

#### **4.4.7 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTION**

- a) The bidder may choose to bid on any one or more price line items listed on the RFP.
- b) For each price line item bid the bidder must provide all the information listed on the price line including certification required, as specified in section 4.4.4 of this RFP. Each bidder is required to hold its prices firm through issuance of contract.
- c) It is important to note that the price line items 00001 and 00002 require bulk delivery of products to the State's Distribution and Support Services (DSS) at no additional cost.

## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20574.shtml>.

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

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

### **5.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **one year**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20574.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 one-year period for up to **two** years, 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** is authorized to order and **the contractor/contractors is/are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

## **5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

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

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

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

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

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

## **5.9 CLAIMS**

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

## 5.10 DISCLOSURE OF PRODUCT COMPOSITION

The contractor must furnish MSDS or manufacturer equivalent information sheets on the products and/or chemicals used in performing the services performing the services specified in the contract to the Using Agency. These sheets must list complete chemical ingredients including the percentage composition of each ingredient in the mixture down to 0.1%, and the chemical abstract service numbers for those substances listing any potential hazardous products, which may produce gas during or following application.

## 5.11 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20574.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

## 5.12 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

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

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

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and

employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

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

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

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.1.4 Submittals required as listed in section 4.4.4. of the RFP.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

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

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

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

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

### **6.3 BID DISCREPANCIES**

In evaluating bids:

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

### **6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and

conditions and/or the price of a proposed contract award with any bidder, and /or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and /or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contracts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a notice of Intent to Award a contract is issued.

## **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](http://www.elec.state.nj.us).

### 7.2 FINAL CONTRACT AWARD

The two Line items (00001 and 00002) listed in this RFP will be weighted equally and evaluated for awards if they meet the technical specifications listed in this RFP or are Eco-Logo approved. Awards for each line item will be made with reasonable promptness by written notice to that

responsible bidder whose bid proposal is 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 coverage's 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.