



## Request for Proposal 09-X-20343

**For:** Dishwashing Compound- Rebid Pre-Measured Powdered Water Soluble Pot/Pan Detergent Packets

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	05/22/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	NA	
<b>Mandatory Site Visit</b>	NA	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	06/13/08	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  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Trenton, New Jersey 08625-0230

Using Agency/Agencies  
State of New Jersey  
Cooperative Purchasing Members

Date: 05/02/08

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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 various State of New Jersey Departments and Using Agencies throughout the State of New Jersey. The purpose of this RFP is to solicit bid proposals for pre-measured, powdered, water soluble pot and pan detergent packets.

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

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

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

### **1.2 BACKGROUND**

This is a rebid of line item 00006 Pre-Measured Powdered Pot and Pan Detergent from the term contract T-0164 **Dishwashing Compounds, Auto Machine Detergent with Dispensing and Maintenance Services** which was awarded **May 1, 2008**. Bidders who are interested in the current contract specifications and pricing information may review the current contract T-0164 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

Supplement # 1 attached to this RFP provides estimated expenditure report for the Powdered Pot and Pan detergent (line item 00006) under State contract T-0164 up to the date of report.

Supplement # 2 attached to this RFP provides Using Agencies/Addresses (not all may be listed)

Supplement # 3 attached to this RFP, identifies special delivery requirements that must be adhered to at various State Correctional Facilities due to their strict security restrictions. The special delivery requirements could change at any time.

### **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](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 BID OPENING

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to award is issued by the Director.

#### 1.4.6 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.

#### 1.4.7 BID ERRORS

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

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

Department of the Treasury  
Purchase Bureau, PO Box 230  
33 West State Street – 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.

#### 1.4.8 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**

#### **AMERICAN SOCIETY FOR TESTING AND MATERIALS**

**ASTM D501** - Standard methods of sampling and chemical analysis of alkaline detergents.

**ASTM D460** - Methods for sampling and chemical analysis of soaps and soap products.

**ASTM E 70** - Standard method of test for pH of aqueous solutions with a glass electrode.

**ASTM D820** - Standard test methods for chemical analysis of soaps containing synthetic detergents.

**ASTM D2022** - Standard test methods for sampling and chemical analysis of chlorine containing bleaches.

**ASTM D3056** - Test procedures for Chinaware, including any updates.

**FEDERAL STANDARD**

**FED-STD-536** - Soap and soap products (including synthetic detergents); sampling and testing.

### 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

This RFP requires bidders to provide the following:

- **Pre-Measured Powdered Pot & Pan Detergent in water soluble individual packets.**

#### 3.1 PRODUCT SPECIFICATIONS:

##### 3.1.1 PRODUCT DEFINITION/PERFORMANCE

3.1.1.1 The dishwashing compound/s used must provide efficient and economical processing of all dishwashing requirements encountered by the using agencies. They shall leave no unpleasant residual odor in the finished goods when the products are used according to the manufacturer's recommendations. Specifically, the dishes must be sparkling clean, free from food and detergent residue and be sanitized.

3.1.1.2 All detergents must contain penetrating sequestering and chelating agents to tie up calcium in hard water; defoaming agent; and wetting agents to aid in the removal of soiled dirt, food and stains.

3.1.1.3 All products offered are to be of the free rinsing variety. Any product that requires deliming and cleaning of equipment more than once every two weeks will be considered non-responsive to the RFP specifications. **Should such a product be awarded, its use will be immediately discontinued.** The contractor will then be responsible to offer a replacement product at the same contract price and in accordance with the requirements of the RFP. The contractor will be responsible for any additional costs that may be incurred for the replacement product. The final acceptance of any replacement product must be approved by the Director of the Division of Purchase and Property. In the event that the contractor continues to fail to provide an acceptable product, the Director of the Division of Purchase and Property may authorize that the items contracted for purchase through this RFP be purchased by the Using Agencies through any available means. In this event, the defaulting contractor may be assessed to pay the difference between the actual cost of the replacement product and its contract price.

3.1.1.4 All products offered are to provide satisfactory results when used in hard or soft water conditions. All products offered are to contain enough water softening agents to successfully perform in the hard water.

3.1.1.5 All products offered shall not contain any compound listed as per Sec.307, Toxic Pollutant of the Federal Water Pollution Control Act 1977, P..13 as amended.

3.1.1.6 All products offered shall be non-abrasive and non-corrosive to all parts of the Dishwashing machine.

### 3.1.2 SPECIFICATION FOR PRE-MEASURED, POWDERED, WATER-SOLUBLE POT/ PAN DETERGENT PACKETS (PRICE LINE 00001)

**A. Scope:** This specification covers a pre-measured concentrated, powdered pot and pan detergent contained within water soluble packets. Each individual water soluble packet must weigh a minimum of 0.5 ounces.

The product must be designed for institutional kitchen use. The product must dissolve quickly and remove grease and cooked on food from dishes, glassware, flatware, pots and pans.

**B. Applicable Specifications and Standards:** Unless otherwise specified, the detergent packets must meet the current Federal Standards and ASTM requirements listed below:

#### Federal Standard

#### **AMERICAN SOCIETY FOR TESTING AND MATERIALS**

**ASTM D501** - Standard methods of sampling and chemical analysis of alkaline detergents.

**ASTM D460** - Methods for sampling and chemical analysis of soaps and soap products.

**ASTM E 70** - Standard method of test for pH of aqueous solutions with a glass electrode.

**ASTM D820** - Standard test methods for chemical analysis of soaps containing synthetic detergents.

#### **C. Description:**

The powdered pot & pan detergent must be concentrated and contained within pre-measured, water-soluble 0.5-ounce packets. The detergent must be biodegradable and phosphate-free. Each packet shall be designed to combine with up to 5 gallons of hot water when used to clean pots and pans.

#### **D. Material Requirements:**

The pot & pan detergent compound must be a free-flowing powder formulated from chelating agents, surfactants, builders, silicates, water softening agents, and other materials as necessary to provide the cleaning properties required within this specification. The detergent compound must be capable of entirely removing food residues, greasy films, and baked on substances from pots & pans.

#### **E. Appearance:**

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

#### **F. Chemical and Physical Requirements:**

The powdered pot and pan detergent must conform to the requirements listed in Table I below:

**Table I Requirements**

REQUIREMENT	MINIMUM PERCENTAGE	MAXIMUM PERCENTAGE	TEST METHOD ASTM
Moisture and Volatile Matter at 105 Degrees C		10%	D501
Total Surfactant Content	20.0%		D501/D460
pH (1% solution)	8.0%	11.0	E-70
Phosphates		None	D501
Silicates as SiO <sub>2</sub>		10.0%	D501
Carbonates As Na <sub>2</sub> CO <sub>3</sub>		50%	D501/D460
Solubility	Must be 100%		D501/D460
Water Conditioners	Must soften water completely		D1126(P-D-1800A)
Foam Height		1.5 cm.	P-D 1800A

**G. Odor:**

The detergent packets must not possess an odor of solvent or pungent, acrid, or other unpleasant odor and shall not impart such odors to pots, pans, flatware, tableware or any other items cleaned with this detergent.

**H. Abrasiveness/Corrosion:**

The detergent must be non-abrasive and non-corrosive in reference to all types of metal, chinaware, and glassware.

**I. Color:**

The color of the powdered detergent shall be pink. Presence of foreign particles is unacceptable.

**J. Labeling:**

The product labeling must be in compliance with **Section 3.2** of this RFP. Each master carton or pail must be labeled with the following information:

- Brand and Manufacturer's Name
- Name of Product
- Quantity/Net Weight Enclosed
- Directions for Use
- Recommended Storage Precautions
- EPA Number (where applicable)
- CAS Number (where applicable)
- Ingredients

The containers shall be labeled in accordance with the Federal Hazardous Substances Act and the New Jersey Worker and Community Right to Know Act.

The Directions for Use must include the proper ratio of 5 gallons maximum water for each packet. Each shipment of product shall include a copy of the Material Safety Data Sheet.

**K. Shelf - Life:**

The finished packaged product shall remain stable and not agglomerate, become sour, change in appearance, deteriorate, nor lose detergent effectiveness for a minimum of one (1) year stored in closed shipping containers at a temperature range from 32 to 100 degrees F.

**3.2 PACKAGING AND LABELING OF ALL PRODUCTS:**

3.2.1 The product must be packaged in new containers constructed to ensure adequate protection and shelf life.

3.2.2 The product must be packed in commercially accepted containers and must be constructed so as to ensure safe delivery and acceptance of the product.

3.2.3 All packaging and all shipping practices are to be in complete compliance with applicable federal, state and local laws and regulations.

3.2.4 The product must be labeled with the following information:

Brand and Manufacturer's Name
Name of Product
Quantity Enclosed
Direction for Use
Recommended Storage Precautions
EPA # (where applicable)
CAS # (where applicable)
Ingredients

3.2.5 Any product bid that poses potential hazards to personnel or property must have a warning label which conforms with federal requirements and the Worker and Community Right to Know Act. An antidote statement must be included where required. The product must comply with pertinent OSHA rules, regulations and guidelines.

3.2.6 Violation of shipping and packaging requirements may be grounds for contract cancellation.

3.2.7 Contractor(s) must submit material safety data sheets for each product delivered to ordering agency. (Refer to **Section 5.10** of this RFP).

**3.3 SECURITY MEASURES**

3.3.1 The contractor and its personnel shall be subject to and shall comply with all security regulations and procedures at each correctional facility. The special delivery requirements are identified on **Supplement #3** of this RFP and are subject to change at any time. All contractor drivers and carrier drivers (including UPS and similar delivery services) will be subject to all security measure regulations and requirements at each individual correctional facility. This may include body and vehicle searches for contraband, as well as prohibited items.

3.3.2 The maximum security facilities have the most stringent security restrictions. Compliance with these requirements may require driver time and patience, but must be followed explicitly. Failure to deliver or provide service at any correctional facility will be the responsibility of the contractor and may be sufficient cause for contract cancellation.

#### 3.4 TEST SPECIFICATIONS

The bidder's signature certifies that its products meets or exceeds all specific tests and/or specifications, for the product items being bid. The bidder is responsible for having its products tested at an independent lab which specializes in the analysis of the types of products in dishwashing compounds and as listed in the current directory of ASTM directory of testing laboratories to assure all products meet or exceed the test criteria. The bidder will be held responsible for its products meeting or exceeding all test standards and specifications. Prior to award, the State reserves the right to request test results that will indicate compliance with all requirements set forth in the Product Specifications section of this RFP (**Sections 3.1 thru 3.1.2**) for the product bid. If requested, the test results shall be submitted within ten (10) days of request. Failure to do so will result in the rejection of your bid proposal.

#### 3.5 AGENCY RESPONSIBILITY:

3.5.1 The pots and pan product type is identified on **Supplement #1** and the, Using Agencies will utilize the pots and pan product type that is awarded as per specifications listed in this RFP.

## **4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

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

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

### **4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/09x20343.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 (2) 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.

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/09x20343.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/09x20343.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/09x20343.shtml>.

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

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

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/09x20343.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/09x20343.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/09x20343.shtml>.

#### 4.4.4 SUBMITTALS

The bid proposal shall include all the following submittals :

- A. MSDS Sheets for the product bid.
- B. An authentic label or legible copy of the label for the product bid.
- C. Failure to comply may make it impossible for the State to fully evaluate the bidder's proposal and therefore be cause for bid rejection.

#### 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20343.shtml>.

#### 4.4.4.2 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 for evaluation and testing purposes are to be made available at no charge to and delivered to DSS, Quality Unit, at the Bidder's expense. The bidder must, within five (5) working days following a request for 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 confirm too 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. The testing results of the State are final.

#### 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 COOPERATIVE PURCHASING**

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

#### **4.4.8 METHOD OF BIDDING AND PRICE SHEET INSTRUCTIONS**

4.4.8.1 The bidder must bid on price line 00001.

4.4.8.2 The bidder must submit a UNIT price per case for price line 00001. The bidder must also provide all other information listed under "Commodity Description" column on price lines. Failure to provide all information required may result in the rejection of its bid proposal.

## **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/09x20343.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 **two (2) years or less to expire on April 30, 2010**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/09x20343.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2), one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

### **5.3 CONTRACT TRANSITION**

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

### **5.4 CONTRACT AMENDMENT**

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

### **5.5 CONTRACTOR'S WARRANTY**

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The

acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

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

## 5.6 ITEMS ORDERED AND DELIVERED

The **Using Agencies** are authorized to order and **the contractors** are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using 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 The material must be packaged in new containers constructed to ensure adequate protection of shelf life.

5.8.2 All compounds must be packed in commercial containers of the type, size and kind appropriate for the product it contains and must be constructed so as to ensure safe delivery and acceptance of the product.

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

5.8.4 All packages of compounds must be labeled with the following information:

- Brand and Manufacturer's name
- Name of Product
- Quantity Enclosed
- Direction for Use
- Recommended Storage Precautions
- EPA # (Where applicable)

- CAS # (where applicable)
- Ingredients

5.8.5 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 manufacturers equivalent information sheets on the products and or chemicals used in 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 these 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/09x20343.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 PERFORMANCE BOND**

Not Applicable.

## **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 Delivery time as per the cover sheet.

### **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

1. Line item award will be made to the bidder submitting the lowest price per case for 0.5 ozs. Individual packets; 90 packets per pail, 180 packets/case, for price line 00001.

One award will be made for each group with reasonable promptness by written notice to that responsible bidder whose bid proposal conforming to this RFP is most advantageous to the State price and other factors considered. Any or all bids 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.

**Supplement 1 – ESTIMATED EXPENDITURE TO DATE (04/24/08) FOR**

**LINE ITEM # 00006 UNDER CONTRACT (T-0164)**

<b><u>Contract Line</u></b>	<b><u>Commodity #</u></b>	<b><u>Description</u></b>	<b><u>Approximate Cumulative Order Amt.</u></b>
0006	485-38-045052	Powdered Pot & Pan Detergent Pre- measured in 0.5 oz individual water soluble packets	\$ 195,100.00

**Supplement # 2 Using Agency Addresses**

**DISHWASHING COMPOUNDS - AUTOMATIC MACHINE  
DETERGENT W/DISPENSERS & MAINTENANCE SERVICE**

**A. Department of Corrections:**

Adult Diagnostic & Treatment Ctr.  
8 Production Way, P.O. Box 190  
Avenel, NJ 07001

Albert C. Wagner Youth Correctional Facility  
Ward Avenue, P.O. Box 500  
Bordentown, NJ 08505

Bayside State Prison  
4293 Route 47 South  
Leesburg, NJ 08327

Central Reception & Assignment  
P.O. Box 7450 Stuyvesant Avenue  
West Trenton, NJ 08628

East Jersey State Prison  
Lock Bag "R"  
Rahway, NJ 07065

Edna Mahan Correctional Facility for Women  
30 Country Road 513, P.O. Box 4004  
Clinton, NJ 08809

Garden State Reception & Youth Correctional Facility -  
Mates Inn  
P.O. Box 11401 - Highbridge Rd.  
Yardville, NJ 08620

Garden State Reception & Youth Correctional Facility  
P.O. Box 11401, Highbridge Rd.  
Yardville, NJ 08620

Mid-State Correctional Facility  
P.O. Box 866, Range Road  
Wrightstown, NJ 08662

Mountainview Youth Correctional Facility  
P.O. Box 994, Petticoat Lane  
Annandale, NJ 08801

New Jersey State Prison  
P.O. Box 861, 3rd & Federal Sts.  
Trenton, NJ 08625

Northern State Prison  
Northern Region Pre-Admission Unit 30-35  
Frontage Road, PO Box 2300  
Newark, NJ 07114  
Hackensack Ave.  
Kearny, NJ 07032

Riverfront State Prison  
Delaware & Elm Sts., PO Box 9104  
Camden, New Jersey 08101

Southern State Correctional Facility  
4295 Route 47, PO Box 150  
Delmont, NJ 08314

South Woods State Prison  
215 Burlington Road South,  
PO Box 6000  
Bridgeton, NJ 08302-6000

**B. Department of Education:**

Marie H. Katzenbach School for the Deaf  
P.O. Box 535, 320 Sullivan Way  
W. Trenton, NJ 08625-0535

**C. Department of Human Services:**

Ancora Psychiatric Hospital  
202 Spring Garden Road  
Hammonton, NJ 08037-2512

Arthur Brisbane Child Treatment Center  
P.O. Box 625 Allaire Road  
Farmingdale, NJ 07727-0625

Green Brook Regional Center  
275 Green Brook Road  
Green Brook, NJ 08812

Greystone Park Psychiatric Hospital  
Central Avenue  
Morris Plains, New Jersey 07950

Hunterdon Developmental Center  
PO Box 4003  
Clinton, NJ 08809-4003

New Lisbon Developmental Center  
Rt. 72

New Lisbon, New Jersey 08064

North Jersey Developmental Center  
169 Minnisink Road  
Totowa, NJ 07511

Senator G.W. Hagedorn Psychiatric Hospital  
200 Sanatorium Road  
Glen Gardner, NJ 08826

Trenton Psychiatric Hospital  
P.O. Box 7500, Sullivan Way  
W. Trenton, NJ 08628

The Forensic Psychiatric Hospital  
Stuyvesant Avenue, P.O. Box 7717  
W. Trenton, NJ 08628

DYFS - Vineland Residential Center  
2000 Maple Avenue  
Vineland, NJ 08360

Vineland Developmental Center  
1676 East Landis Avenue  
Vineland, NJ 08361-2992

Woodbine Developmental Center  
P.O. Box 601, DeHirsch Avenue  
Woodbine, NJ 08270

Woodbridge Developmental Center  
P.O. Box 189, Rahway Avenue  
Rahway, NJ 07095

**D. Department of Military & Veterans Affairs**

N.J. Memorial Home - Vineland  
524 North West Boulevard  
Vineland, NJ 08360

N.J. Memorial Home - Paramus  
PO Box 608  
One Veterans Drive  
Paramus, NJ 07653-0608

**E. Department of Law & Public Safety - Juvenile Justice Commission (JJC)**

NJ Training School - Jamesburg  
State Home Road, PO Box 500  
Jamesburg, NJ 08831

Juvenile Female Secure Care and  
Intake Facility - Valentines Unit

P.O. Box 307, Burlington St.  
Bordentown, NJ 08505

**JJC - Southern Region:**

Atlantic Youth Center  
800 Buffalo Avenue  
Egg Harbor, NJ 08215

Camden Community Service Center  
555 Atlantic Ave.  
Camden, NJ 08104

Campus Program  
508 Lakeland Rd., Bldg. D-5  
Blackwood, NJ 08102

Ocean Residential Group Center  
P.O. Box 195, Rt. 9 & Game Farm Rd.  
Forked River, NJ 08731

Stabilization Reintegration & Orientation Unit  
PO Box 585, Allaire Road  
Farmingdale, NJ 07727

**SUPPLEMENT # 3**

<b>Facility</b>	<b>Hours</b>	<b>Delivery Schedules</b>
A.C. WAGNER YOUTH CORR. FACILITY RECEIVING GATE - WARD AVENUE BORDENTON, NJ	8:00 AM TO 2:30 PM	<u>MONDAY - FRIDAY</u> FIRST COME, FIRST SERVE. ALL DELIVERIES MUST BE PALLETIZED. ONLY STATE DELIVERIES ACCEPTED ON WEDNESDAYS.
ADULT DIAGNOSTIC & TREATMENT CENTER 8 PRODUCTION WAY AVENEL, NJ 07001	8:00 AM TO 10:45 AM 12:30 PM TO 2:30 PM	MONDAY - FRIDAY
BAYSIDE STATE PRISON 4293 RT. 47 LEESBURG, NJ 08327	7:00 AM TO 2:00 PM	2 RAMP PLATFORM, CAN UNLOAD TRUCKS FROM THE SIDE. FIRST COME FIRST SERVE.
CENTRAL OFFICE BUSINESS OFFICE - STOREROOM WHITTLESEY ROAD TRENTON, NJ 07001	8:00 AM TO 4:00 PM	CLOSED FOR LUNCH BETWEEN 12:00 PM AND 1:00 PM
EAST JERSEY STATE PRISON WOODBRIDGE & RAHWAY AVE. AVENEL, NJ 07001	7:30 TO 12:00 PM	<u>MONDAY - FRIDAY</u> MAIN RECEIVING GATE. MAXIMUM SECURITY AREA. BULK DELIVERIES RECEIVED IN STOREROOM. UPS DELIVERIES IN THE OUTSIDE MAILROOM.
EAST JERSEY STATE PRISON - OUTSIDE KITCHEN WOODBRIDGE & RAHWAY AVE. AVENEL, NJ 07001	6:00 AM TO 2:00 PM	<u>MONDAY - FRIDAY</u> PAST VISITORS PARKING AREA - MINIMUM SECURITY AREA
EDNA MAHAN CORR. FACILITY FOR WOMEN - STOREROOM - 30 COUNTY ROAD, ROUTE 513 CLINTON, NJ 08809	7:30 TO 4:00 PM	<u>MONDAY - FRIDAY</u> DELIVERIES ACCEPTED AT THE MAIN FOOD SERVICE BUILDING. OCCASIONAL SPECIAL REQUIREMENTS SHOULD BE CONFIRMED WITH THE INSTITUTION REGARDING DELIVERIES OF EQUIPMENT, ROCK SALT, AMMUNITION, ETC.
GARDEN STATE RECEPTION & YOUTH CORRECTIONAL FAC. HIGHBRIDGE ROAD YARDVILLE, NJ 08620	9:00 AM TO 11:00 AM 2:00 PM TO 3:00 PM	GARDEN STATE ACCEPTS DELIVERIES THROUGH THE SALLYPORT. FEDEX AND UPS DELIVER TO THE MAIL TRAILER. NON-STATE VENDORS ARE ASKED NOT TO DELIVER ON FRIDAYS... FRIDAY DELIVERIES WILL BE SUBJECT TO DELAYS
MIDSTATE CORRECTIONAL FAC. RANGE ROAD FORT DIX, NJ	7:00 AM TO 3:30 PM	MONDAY - FRIDAY TRUCKS MUST HAVE A LIFT GATE. ONLY ONE TRUCK AT A TIME ALLOWED WITHIN THE SECURITY PERIMETER.

MOUNTAINVIEW YOUTH CORR. FAC., PETTICOAT LANE ANNANDALE, NJ 08801	8:00 AM TO 11:00 AM 1:00 PM TO 3:00 PM	MONDAY - FRIDAY
NEW JERSEY STATE PRISON MAIN GATE - THIRD AND FEDERAL STREETS, TRENTON, NJ 08625	7:00 AM TO 12:30 PM	MONDAY - FRIDAY NO TRACTOR TRAILERS, ONLY STRAIGHT BODY TRUCKS 24' MAX. ADDITIONAL INFO AVAILABLE BY CONTACTING THE SHOP MARSHALL AT (609) 633-7858
NEW JERSEY STATE PRISON - WAREHOUSE #36 171 JERSEY STREET, TRENTON, NJ 08625	5:00 AM TO 1:00 PM	ADDITIONAL INFO AVAILABLE BY CALLING (609) 633-2219
NEW JERSEY STATE PRISON - VROOM READJUSTMENT UNIT - CN 7450 STUYVESANT AVE, WEST TRENTON, NJ 08628	NO LONGER CORRECTIONS	NO LONGER CORRECTIONS
NORTHERN STATE PRISON - LOADING DOCK 168 FRONTAGE ROAD, NEWARK, NJ 07114	7:30 AM TO 2:30 PM	MONDAY - FRIDAY
RIVERFRONT STATE PRISON - ELM STREET AND DELAWARE AVE., CAMDEN, NJ 08101	8:00 AM TO 2:00 PM	MAIN RECEIVING GATE IN REAR OF THE FACILITY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 RECEIVING GATE	7:30 AM TO 2:00 PM	MONDAY - FRIDAY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 WAREHOUSE	7:30 AM TO 2:00 PM	MONDAY - FRIDAY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 MAILROOM	8:00 AM TO 3:30 PM	MONDAY - FRIDAY
SOUTHERN STATE CORRECTIONAL FACILITY 4295 RT. 47, DELMONT, NJ 08314 LUMBER WAREHOUSE	8:00 AM TO 2:00 PM	MONDAY - FRIDAY
CENTRAL RECEPTION AND ASSIGNMENT FAC. - STUYVESANT AVENUE WEST TRENTON, NJ 08628	8:00 AM TO 1:00 PM WEDNESDAY - FRIDAY  9:00 AM TO 1:00 PM MONDAY AND TUESDAY	NONE
SOUTHWOODS STATE PRISON 215 BURLINGTON ROAD SOUTH BRIDGETON, NJ 08302	8:00 AM TO 1:00 PM	NONE