



Request for Proposal 08-X-39878

For: Dishwashing Compounds, Auto Machine Detergent w/Dispensing & Maintenance Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	01/09/2008	5:00 PM
Mandatory Pre-bid Conference	NA	
Mandatory Site Visit	NA	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	01/25/08	2:00 PM

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

<p>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies
State of New Jersey
Cooperative Purchasing Members

Date: 12/18/07

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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 various dishwashing compound products, dispensers and dispenser maintenance service.

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 reprourement of the **(Dishwashing Compounds, Auto Machine Detergent with Dispensing and Maintenance Services)** term contract, presently due to expire on **(March 31, 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 information for the products currently under State contract and cumulative product expenditure incurred by users of this contract up to 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. This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

Using 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:

- **Solid / Encapsulated/Granulated as well as Liquid Machine Detergents along with Dispensers and Maintenance of dispensers for cleaning both dishes as well as pots and pans.**
- **Additional products required would include rinse additives, all purpose liquid lime solvent for deliming, and pre measured water soluble packets for cleaning pots and pans.**
- **Emergency services on a as required basis.**

3.1 PRODUCT SPECIFICATIONS:

3.1.1 PRODUCT DEFINITION/PERFORMANCE

3.1.1.1 Solid and Encapsulated/Granulated Definition: For the purpose of this contract, solid shall mean that the detergent shall, upon initial opening, fill the packing container as a firm, compact, single piece and shall continue to exist as a firm single piece as it erodes away during use. It shall be installed in the automated dispensing equipment, in it's original packing container.

3.1.1.2 Performance Standards: (1) portions of unused material may not be removed from packing container without damaging or destroying the container; (2) machine operators will be able to install new packages of detergent without special protective equipment and without danger of skin contact with the detergent and (3) particles of detergent cannot spill from the packing container during opening and installation.

3.1.1.3 The dishwashing compounds 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.

3.1.1.4 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.

3.1.1.5 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.

3.1.1.6 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.

3.1.1.7 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.

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

3.1.2 SPECIFICATIONS FOR : PRICE LINE 00001

CHLORINE – RELEASING DESTAINING DETERGENT FOR GENERAL MACHINE DISHWASHING USE WITHOUT METAL PROTECTION IN SOLID ENCAPSULATED/ GRANULATED FORM.

- A. This product is not intended for use on aluminum. All products offered shall be non-abrasive and non-corrosive to all parts of the dishwashing machine.
- B. The product shall be especially designed for use with soft and hard water for the removal of food residues and coffee, tea, and other absorbed food stains from plastic, glass, china and tableware. The dishwashing and stain removing compound shall be non-abrasive.
- C. These products are for use in mechanical dishwashing machines of the spray type and shall be completely soluble at use temperature and concentration.
- D. The product shall be uniformly soluble.
- E. The detergent shall be stable and shall not break down on standing. It shall have a Shelf life of at least six (6) months without major changes in the formulation composition.
- F. The product furnished shall also meet the following requirements:

3.1.2.1 The product will also meet the following requirement.

- A. PHOSPHATES** – The phosphate content shall be between 0% to 4% by weight , (P_2O_5) when tested in accordance with current federal Specification P-D 1800A, including any updates.
- B. TOTAL ALKALINITY** – The total alkalinity shall not be less than 30 % by weight for the solid encapsulated/granulated and shall not be less than 10% by weight for the liquid., expressed as Na_2O , when tested in accordance with the current Federal Specification P-D 1800A, including any updates.
- C. AVAILABLE CHLORINE** – The compound shall contain not less 0.75 % and no more than 2% by weight available chlorine, as determined by standard thiosulfate-Iodine titration.
- D. SOAP** – The compound shall show no evidence of soap when tested in accordance with current Federal Specification P-D 1800A, including any updates.

- E. OXYGEN RELEASING COMPOUNDS** – The compound shall not contain any active oxygen releasing compounds.
- F. TOXICITY** – The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.
- G. TEST** – pH (1%) Aqueous solution: Requirement: A minimum of pH 11.0 and a maximum of pH 13.00, when tested in accordance with current Federal Specification P-D 1800A, including any updates.

3.1.3 SPECIFICATIONS FOR : PRICE LINE 00002

CHLORINE - RELEASING DESTAINING DETERGENT FOR GENERAL MACHINE DISHWASHING USE WITHOUT METAL PROTECTION IN LIQUID FORM.

- A. This product is not intended for use on aluminum. All products offered shall be non-abrasive and non-corrosive to all parts of the dishwashing machine.
- B. The product shall be especially designed for use with soft and hard water for the removal of food residues and coffee, tea, and other absorbed food stains from plastic, glass, china and tableware. The dishwashing and stain removing compound shall be non-abrasive.
- C. This product is for use in mechanical dishwashing machines of the spray type and shall be completely soluble at use temperature and concentration.
- D. The product shall be a concentrated homogeneous free flowing solution at ordinary room temperature.
- E. The detergent shall be stable and shall not break down on standing. It shall have a shelf life of at least six (6) months without major changes in the formulation composition.
- F. The product furnished shall also meet the following requirements:

3.1.3.1. The product will also meet the following requirements:

- A. PHOSPHATES** – The phosphate content shall be between 0% to 4% by weight , (P_2O_5) when tested in accordance with current federal Specification P-D 1800A, including any updates.
- B. TOTAL ALKALINITY** – The total alkalinity shall not be less than 30 % by weight for the solid encapsulated/granulated and shall not be less than 10% by weight for the liquid., expressed as Na_2O , when tested in accordance with the current Federal Specification P-D 1800A, including any updates.
- C. AVAILABLE CHLORINE** – The compound shall contain not less 0.75 % and no more than 2% by weight available chlorine, as determined by standard thiosulfate-iodine titration.
- D. SOAP** – The compound shall show no evidence of soap when tested in accordance with current Federal Specification P-D 1800A, including any updates.

E. OXYGEN RELEASING COMPOUNDS – The compound shall not contain any active oxygen releasing compounds.

F. TOXICITY – The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.

G. TEST – pH (1%) Aqueous solution: Requirement: A minimum of pH 11.0 and a maximum of pH 13.00, when tested in accordance with current Federal Specification P-D 1800A, including any updates.

3.1.4 SPECIFICATIONS FOR: PRICE LINE 00003

METERED DISPENSED PRODUCT FOR MANUAL POT AND PAN CLEANING IN LIQUID FORM.

A. The product shall be a non-abrasive cleaning agent for the manual cleaning of pots and pans, glassware, dishes, flatware and related utensils, and laboratory glassware.

B. The product shall be a concentrated homogenous free flowing liquid at ordinary room temperature.

C. The product shall contain biodegradable detergents wetting agent(s), alkaline builder (s) and organic water conditioner(s).

D. The product shall be mild to the hands if hands are not protected by gloves.

3.1.4.1 The product furnished will also meet the following requirements:

A. PHOSPHATES – The phosphate content shall be between 0% to 4% by weight , (P_2O_5) when tested in accordance with current federal Specification P-D 1800A, including any updates.

B. SOAP – The compound shall show no evidence of soap when tested in accordance with current Federal Specification P-D 1800A, including any updates.

C. REACTION TO METALS – The detergent shall meet the requirements below when tested in accordance with current ASTM D-3565 test procedures for chinaware including any updates.

Note: Metal is correlated to the same test method as chinaware with the same test parameters, but different materials (metal). All tests shall be one at 0.3% concentration at 160° F. These tests indicate a degree of safety on metals used in food handling equipment, utensils and dishwashing machines. Products so tested shall not exceed weight loss values as indicated, and shall show typical appearance after test as noted below.

Maximum Wt. Loss	Stainless Steel 302	Galvanized Iron	Copper	Yellow Brass
Mg/sq dm/hr	0.16	4.99	0.61	0.47
Test Period, hours	18	18	18	18
Discoloration	None	Gray	None	None
Dulling	None	Spotty	None	None
Etching	None	None	None	None
Pitting	None	None	None	None
Accretion	None	Gray Deposit	None	None
Localized Attack	None	Spotty	None	None

D. TOXICITY – The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as arsenic, lead mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals, expressed as lead.

3.1.5 SPECIFICATIONS FOR PRICE LINE 00004

METERED DISPENSED RINSE ADDITIVE IN LIQUID FORM.

A. This specification covers a chemical surface-active ingredient designed specifically for use in a rinse injector mechanism. When properly proportioned and mixed with the final rinse water of a commercial dishwashing machine, it will speed dry, reduce water spotting and filming, eliminate the need for expensive mechanical air drying or unsanitary toweling, and give better sanitary conditions to eating utensils washed in the dishwashing machine.

B. The product furnished shall also meet the following requirements:

C. The product shall not be corrosive to the rinse injectors, the dishwashing machine, or the utensils to be washed in the machine.

D. The product shall be non-foaming and non-ionic, have wetting agents and shall be formulated to provide excellent wetting and sheeting ability.

E.. The product shall be clear, containing no sediments and/or volatile solvents.

F. The product shall not contain alcohols or aromatic solvents.

G. The product shall be usable in both soft and hard water.

H. The product shall be a concentrated, free-flowing liquid at ordinary room temperature.

3.1.5.1 The product will also meet the following requirements

A. **TOXICITY** - The ingredients used in formulating the compound shall not be contaminated with toxic amounts of poisonous compounds such as those of arsenic, lead, mercury, antimony, or other compounds having deleterious effects. The compound shall not contain more than 0.003% heavy metals expressed as lead.

B. **PHOSPHATES** - The phosphate content shall be 0% by weight, (P₂O₅) when tested in accordance with Federal Specification P-D 1800A, including any updates..

3.1.6 SPECIFICATIONS FOR PRICE LINES 00005

METERED DISPENSED ALL PURPOSE LIME SOLVENT FOR MECHANICAL (IN -PLACE) DELIMING IN LIQUID FORM.

- A. The product shall be a non-abrasive liquid acid detergent, suitable for delimiting and stain removal from metal, glass, ceramic, and tile or cement surfaces. To be used for in place delimiting.
- B. When handled and used as recommended by the contractor, the product shall give satisfactory results as judged by the responsible agency head.
- C. The product shall be compounded of specially selected acidic raw materials, corrosion inhibitors and organic detergents to reduce or eliminate attack on equipment to be cleaned while providing maximum cleaning speed and reduced labor
- D. The product shall be designed for use in all water conditions.
- E. The product shall contain low-foaming wetting agent(s).
- F. The reaction products shall be soluble, and shall be held in suspension for ease of removal.
- G. The product shall be a concentrated, free flowing liquid at ordinary room temperatures.

3.1.6.1 The product will also meet the following requirements.

- A. PHOSPHATES** - The phosphate content shall be 0%, the organic acid content shall be between 38-42%, and shall exclude corrosive inorganic mineral acids, when tested in accordance with Federal Specification P-D 1800A, including any updates.
- B.** When tested for corrosive affects on steel, delimer product must be in accordance with Federal Specification PS-120B, including any updates. Loss of weight steel must be less than 0.15%.

3.1.7 SPECIFICATION FOR PRE-MEASURED, POWDERED, WATER-SOLUBLE POT/ PAN DETERGENT PACKETS (PRICE LINE 00006)

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 ₂		10.0%	D501
Carbonates As Na ₂ CO ₃		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 detergent/s must be packaged in new containers constructed to ensure adequate protection and shelf life, and shall be packaged in the following sizes:

3.2.1.1 The solid and encapsulated/granulated machine detergent must be packed in a plastic container with or without handle and in vapor/moisture proof packages not to exceed fifteen (15) pounds. The case weight shall not exceed sixty (60) pounds.

3.2.1.2 The liquid machine detergent container shall not exceed 15 gallons.

3.2.1.3 The contractor must supply various container sizes to agencies not to exceed the sizes as identified above. Smaller containers shall be made available and shall be identified in **Attachment #1**, under "Container Sizes Available" In section 4.4.4.4 of the RFP.

3.2.2 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.

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 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

3.2.5 Any product 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. All products 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 3.1.7**) for each product bid. If requested, the test results shall be submitted within ten (10) days of request.

3.5 AGENCY RESPONSIBILITY:

3.5.1 The automatic dishwashing machine product types requested by each individual Using Agency are identified in **Supplement #1**. This information is subject to change and will not be construed as a guarantee that the Using Agencies will utilize the product type(s) identified. The pots and pan product types are also identified on **Supplement #1**. However, the Using Agencies will utilize the pots and pan product type that is awarded.

3.5.2 The Using Agencies, at anytime are permitted to select another awarded group, but must provide the current contractor thirty (30) days notice to remove existing dispensing equipment, or if same contractor, must provide thirty (30) days notice of product type change.

3.5.3 It shall be the responsibility of the Using Agency to notify the previous contractor when a new hook-up has been completed at each Using Agency. The previous contractor then has fifteen (15) calendar days (from date of notification) to remove his equipment and plug all holes made for the installation and use of his equipment and products.

3.6 DISPENSING EQUIPMENT AND INSTALLATION

3.6.1 GENERAL TERMS AND CONDITIONS

3.6.1.1 The contractor must make necessary preparation to install all the required dispensing Equipment for his product, within thirty (30) days after contract award. Installation schedule is to be mutually agreed upon between Using Agency and Contractor. For a contractor that is awarded liquid products corresponding to price lines **00002, 00003, 00004, and 00005 of this RFP** will be responsible for installing his dispensing equipment within thirty (30) days after contract award and in mutual consultation with the using agency. No additional charges will be paid for providing, installing and maintenance of contractor owned dispensing equipment. As the conversion becomes necessary, the contractor is responsible for providing proper training in the use of its dispensing system, to all Using Agency staff and also for the maintenance of its dispensing equipment, at no additional cost to the agency.

3.6.1.2 The contractor shall furnish, install and maintain (at no cost to the State) the proper dispensing equipment, including any automatic rinse injector requests for different types of dishwashing machines and/or pots and pans washers located at various Using Agencies.

- 3.6.1.3 All dispensing equipment furnished by the contractor shall be the most current state of the art models such as are in use or that would be furnished to other accounts serviced by the contractor.
- 3.6.1.4 The dispensers shall be installed in conformance with all applicable local codes, State and Federal requirements.
- 3.6.1.5 All dispensers shall have a locking type mechanism where soap and suds can be maintained.
- 3.6.1.6 The Using Agency must provide hot and cold water and electrical connections on or adjacent to the dishwashing machines. The Using Agency shall furnish a suitable water outlet on the flow pressure side of the house temperature supply to the machine. The contractor shall connect from that point and support and secure all tubing in a workman like manner. The contractor's dispenser shall include a siphon breaker to prevent cross-connection. No installation shall create cross connections or create a back siphon into the approved water supply.

3.6.2 DISHWASHING/ POT & PAN WASHING DISPENSER REQUIREMENTS

- 3.6.2.1 The contractor shall furnish, install and maintain at no additional cost to the State, an acceptable electronic type dishwashing and /or pot/pan washing dispenser of standard manufacture with the reservoir, constructed of stainless steel or a corrosive resistant material.
- 3.6.2.2 The sensor shall maintain proper pH of the water in the dishwashing tank.
- 3.6.2.3 The contractor must ensure that the sensor installed should be completely encased in a resistant material to avoid corrosion to the sensor. The contractor will also be responsible for the proper maintenance of the sensor at all times.
- 3.6.2.4 The sensor shall safeguard against excessive detergent consumption.
- 3.6.2.5. The dispensing system must have National Sanitation Foundation approval (NSF)
- 3.6.2.6 The Using Agency shall have easy and convenient access to all dispensers installed.
- 3.6.2.7 The dispenser and installation shall be of such design that the unit may be removed at the termination of the contract period without interruption of service, or without additional costs for parts and labor.
- 3.6.2.8 Before installing the electronic dispenser, the contractors representative shall check with the Using Agency's engineer or its appointed representative to determine the location of the power connection to the transformer from the control box for each machine.
- 3.6.2.9 In addition, the following installation practices shall be adhered to:
- a. The transformer shall be mounted as close as possible to the source of power on the load side of the machine motor switch as agreed to by the Using Agency representative.
 - b. The wiring to the high side of the transformer shall be an approved type UL or other type moisture-resistant flame retardant and corrosive resistant covering and conforming to the recognized wiring method of the National Electrical Code. Wiring shall be secured to the control box by a clamp in a taut workman like manner.

- c. All low voltage wiring from the indicator unit shall be firmly secured at approximately 2" intervals and grouped together in a neat workman like manner.

3.6.3 RINSE AGENT INJECTOR

3.6.3.1 The contractor shall, when requested by the Using Agency, furnish install and maintain at no additional cost to the State, an acceptable automatic rinse injector, so designed that the unit may be removed at the termination of the contract period without interruption of service or without additional costs for parts and labor.

3.6.3.2 The rinse injector shall be capable of proportionate injection of rinse agent into the final rinse water of re-circulated spray type ware-washing machines.

3.6.3.3. Proportion of rinse agent to final rinse water shall be a function of the final rinse pressure to insure consistent and proportionate injection when the final rinse is in operation.

3.6.3.4 The automatic rinse dispenser shall have a product flow meter valve or speed control to enable setting the injection rate at any proportion which operational conditions demand.

3.6.3.5 The unit is to be constructed of material that is resistant to the chemical and physical environment to which it is normally exposed.

3.6.3.6 The rinse dispensing unit shall have an injector rate proportional to the flow of rinse water and shall have the provision for varying the amount of additive injected between 0.01% (100ppm) and 0.05% (500ppm) concentration.

3.6.3.7 The automatic rinse dispenser shall be capable of automatically drawing supply of rinse agent from any size reservoir or shipping container.

3.6.3.8 The automatic rinse dispenser shall be suitable for mounting on any vertical surface up to 15 feet from the point of injection at the final rinse line.

3.6.3.9 The automatic rinse dispenser must have approval by the NSF.

3.6.3.10 The automatic rinse dispenser shall have a visible indication of operation such as the use of a rinsing ball in a flow meter or a run light.

3.6.3.11 The Contractor's personnel shall, at the time of installation of the dispensers, adjust the concentration of rinse agent as required by local water conditions and shall also instruct agency personnel in the proper operation and maintenance of the dispensing units.

3.6.4 LEASE AGREEMENTS FOR DISPENSER

3.6.4.1 A copy of the standard lease agreement detailing the full specifications of the agreement offered should be included by the bidder with its bid proposal. If not submitted with the bid proposal the bidder must submit the same within seven (7) days of either verbal or written notification by the State. Failure to do so within this timeframe will result in the rejection of its bid proposal. The lease agreement is subject to the review and approval by the Director. Any changes made by the Director will be incorporated into the lease agreement and will be the only acceptable approved lease agreement. The Director approved lease agreement will be the standard agreement for the entire contract period or any extensions thereof.

3.6.4.2 The business officer or its designated representative at the Using agency should sign the Director approved lease agreement at the time the dispenser equipment is installed. Should a Using Agency sign a lease agreement that was not approved by the Director, that agreement will be null and void and unenforceable. The contractor shall be subject to contract cancellation and possible debarment in accordance with the State's administrative code procedure for not following these directions.

3.7 MAINTENANCE SERVICE REQUIREMENTS

3.7.1 The contractor shall provide such maintenance service as is necessary to keep its dispensing equipment operating satisfactorily, including preventive maintenance and emergency service

3.7.2 Preventive Maintenance Service: There shall be a minimum of one (1) monthly service call, at intervals not to exceed one month or every four weeks during the contract period for each agency dispenser (excluding any emergency call(s) that may be required). Contractor must have a quality assurance program available to insure that all agencies are serviced as stated below. During the regular monthly service call, it shall be the contractor's responsibility to perform the following tasks:

A. The contractor shall Inspect and properly maintain all dispensing equipment.

B. The contractor shall check all dishwashing machines in operation at the Using Agency, including the functioning of mechanical parts gauges, valves, and cleanliness of wash arms and rinse nozzles, and make such adjustments as are necessary. Thoroughly clean the dispensers and mechanical parts.

C. Check solutions for optimum concentration and temperature.

D. The contractor shall Instruct agency personnel in the proper use of dishwashing machines and dispensing equipment, as well as the chemicals used, to insure that the highest degree of performance may be achieved.

E. The contractor shall render such other service as is normally provided to other customers of the contractor.

F. The contractor shall supply to users, on request, the recommended detergent and rinse agent concentrations for individual dishwashing machines for the types of cleaning problems presently being encountered. This will be an average concentration depending on water hardness and degree and types of cleaning problems encountered on dishes.

G. At the time of routine service, the contractor shall collect all service reports for State agency, monitor call dates, and meet with food supervisor to discuss service performance.

H. On completion of each servicing call, a report in duplicate form as shown below, shall be completed in it's entirety describing the service performed with any corrective measures taken or recommended to the agency. The original copy shall be submitted to the agency, and a copy retained for the contractor's file.

Dispenser Service Report

1. Date of Service: _____

2. Name of Agency : _____

3. Manufacturer & Model of Dishwashing Machine Serviced:

4. Location of Machine (Building & Floor):

5. Type of Dispenser: _____

6. Detergent Used: _____

7. Actual Detergent Concentrate Setting: _____

8. Wash Water Temperature: _____

9. Rinse Water Temperature: _____

10. General Condition of the Machine as to Performance: _____

11. If repairs to the machine or dispenser are needed, state what they are and list corrective measures, taken or recommended:

12. Date and Signature of Agency representative:

Date: _____

Signature: _____

13. Date and Signature of Contract Service Provider:

Date: _____

Signature: _____

NOTE: The contractor(s) continued failure to provide monthly preventive maintenance, failure to submit the above mentioned service reports or failure to provide complete and accurate information may be sufficient cause for contract cancellation.

3.7.3 EMERGENCY SERVICE

3.7.3.1 Emergency Services will be performed during normal business hours, 8.00 a.m. to 5.00 p.m. seven days a week, including State holidays. The contractor must respond within twenty-four (24) hours of either verbal or written notification by the Using Agency. Continued failure to comply with this requirement will result in contract cancellation.

3.7.3.2 The names, addresses and the cell and telephone numbers of contractor's service personnel shall be furnished to each Using Agency. The list shall also include the names, cell and phone numbers of the immediate supervisors of the service personnel. The contractor is to include, if available, a toll free number to contact representatives.

3.7.3.3. The bidder will submit a fixed price for performing the above service (Price Line 00007). Emergency Services will be billed from the time the technician reaches the facility in need of services, completes the emergency job, records the service visit with the facilities manager, including the time and the nature of the emergency. The contractor will not be reimbursed for any travel time.

3.7.4 IN-SERVICE TRAINING

Provide a minimum of one (1) in-service training course (for each shift), along with the regular on the job training at each location, as needed. The service force must be strategically located throughout the State to provide this service. In-service training will be provided at no additional cost to the State.

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/08x39878.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/08x39878.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/08x39878.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/08x39878.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07 27 07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39878.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/08x39878.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/08x39878.shtml>.

4.4.4 SUBMITTALS

The bid proposal shall include all submittals, labeled and completed as describes below. Failure to comply may make it impossible for the State to fully evaluate the bidder's proposal and therefore be cause for bid rejection.

- a. Complete chemical/technical specifications, including recommended usage (number of ounces of the product per gallon of water to obtain satisfactory performance) for each product bid. The bidder will also demonstrate from this information how each product offered conforms to each requirement set forth in the Product/Performance Specifications section of this RFP (Section 3.1. through 3.1.6). Bidder should clearly cross reference RFP section, as well as the RFP page numbers.
- b. An authentic label or legible copy of the label for each product offered.
- c. Complete descriptive technical literature on the dispensing and injector equipment it proposes to install.
- d. A copy of the lease agreement with complete dispenser specifications in accordance with **Section 3.6.4** of this RFP.
- e. **Attachment # 1** – Container sizes Available – Available Container sizes indicating all smaller container sizes available for each product offered.
- f. **Bidder Data Sheet**– The bidder must complete the Bidder Data Sheet listed below in its entirety indicating name, address and phone number of individual that may be contacted at all times if information, service, or problem solving is requested by the Using Agency, including sales and service personnel indicating the minimum number of service personnel who are technically qualified to service dispensers and provide assistance in solving problems with the detergent supplied. This service shall be available at no additional charge.
- g. Bidder Sales and Service Personnel Information.

BIDDER DATA SHEET

(PLEASE PRINT OR TYPE)

Name: _____

Address: _____

City, State: _____

Telephone Number: _____ Cell Number: _____ Fax Number: _____

2. Years of this individual's experience in servicing similar accounts: _____

3. Identify the similar accounts this individual has serviced:

SALES AND SERVICE PERSONEL:

Bidder must identify below the number of **Service Personnel** available who are technically qualified to service dispensers and provide assistance to Using Agencies in solving problems with the detergent supplied:

Name: _____ Cell / Telephone # _____

Name: _____ Cell / Telephone # _____

Name: _____ Cell / Telephone # _____

Number of Sales and Services Personnel available to service this contract.

Name: _____ Cell / Telephone # _____

Name: _____ Cell / Telephone # _____

Name: _____ Cell / Telephone # _____

Additional sheets may be used. This sheet must be legible, as this will become part of the contract document.

4.4.4.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

2. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

3. Name of customer provided as reference: _____

Name of individual State may contact to verify reference:

Phone # of contact person: _____

Length of time services provided by the bidder to this customer:

4.4.4.3 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

2. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

3. Name of Firm: _____

Contact Person: _____

Phone Number: _____

Reason for Termination: _____

ATTACHMENT # 1

**4.4.4.4 - CONTAINER SIZES AVAILABLE (LIST SIZES AVAILABLE FOR EACH LINE ITEM - USE
ADDITIONAL SHEETS IF NECESSARY:**

A. Solid/Encapsulated Granulated Group:

Item
1: _____

Item
2: _____

Item
3: _____

Item
4: _____

Item
5: _____

B. Liquid Group:

Item
1: _____

Item
2: _____

Item
3: _____

Item
4: _____

Item
5: _____

4.4.4.5 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/08x39878.shtml>.

4.4.4.6 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 through 00006 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 -00006 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 through 00006. 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 may select to bid on any one or more products listed under Group 1, 2 or 3..

Group 1: Dishwashing Detergent Solid/Encapsulated Form (Price Line 00001)

Group 2: Dishwashing Detergent Liquid Form (Price Lines 00002 to 00005)

Group 3 Powdered Pot and Pan Pre-Measured Detergent in Packets (Price Line 00006)

The bidder selecting to bid on Group 2 products must submit prices for price line items 00002 to 00005 to be considered responsive. Failure to do so will result in the rejection of its bid proposal for this group only.

The bidder must submit a fixed price per hour for price line 00007 if he chooses to bid on product(s) listed under either Group 1 or Group 2 or both. Failure to bid on item (s) listed in Group 1 or Group 2 along with a price for line item 00007 will result in the rejection of its bid proposal for that Group only.

4.4.8.2 The bidder must submit a UNIT price per pound for price line 00001, price per gallon for price lines 00002 to 00005, and a price per case for line item 00006. 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 for that line item and further result in the rejection of its bid proposal for that group only.

4.4.8.3 Prices shall include the dishwashing compounds, furnishing and installation of dishwashing compound dispensers and rinse additive injectors, as well as furnishing technically trained service personnel for monthly and emergency service, as provided for herein, at no additional cost to the State. Price shall also include all other requirements of this RFP.

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/08x39878.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. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39878.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, and shall be packaged in the following sizes:

5.8.1.1 The solid and encapsulated/granulated machine detergent must be packaged in a plastic container with or without handle and shall be in vapor/moisture proof /moisture proof packages not to exceed fifteen (15) pounds.

5.8.1.2 The liquid machine detergent container sizes are not to exceed 15 gallons.

5.8.1.3 The contractor must supply various container sizes to agencies not to exceed the sizes as identified above. Smaller containers shall be made available and shall be identified in section 4.4.4.4 of this RFP, under "Container Sizes Available".

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/08x39878.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

This section supplements Section 3.3b of the 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/08x39878.shtml>.

A performance bond is required. The amount of the performance bond is noted on the RFP signatory page located on the Advertised Solicitation, Current Bid Opportunities <http://www.state.nj.us/treasury/purchase/bid/summary/08x39878.shtml>.

The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

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.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at

<http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Separate awards will be made for Group 1, Group 2 and Group 3 as follows:

1. Group 1: Line item award will be made to the bidder submitting the lowest price per pound for price line 00001.
2. Group 2: Award will be made to the bidder submitting the overall lowest price per gallon for price lines 00002 to 00005.
3. Group 3: Line item award will be made to the bidder submitting the lowest price per case for 0.5 ozs. Packets; 180 packets/case, for price line 00006.
4. The bidder selecting to bid on product (s) listed under Group 1 or Group 2 or both , must submit a bid for price line 00007. The State reserves the right to evaluate the price per hour bid for price line 00007 in determining the final award for Group 1 and Group 2 awards.

One award will be made for each group with reasonable promptness by written notice to that responsible bidder whose bid proposal s 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.

In addition, the bidder's pricing cannot be contingent upon receiving the liquid or solid, or encapsulated /granulated awards. Bidders who place a condition or stipulation on their pricing will not be evaluated or considered.

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 – DISHWASHING COMPOUNDS - LIST OF PRODUCTS UNDER PRESENT CONTRACT (T-0164)

Cumulative Expenditures upto Date: 12/19/07

<u>Contract Line</u>	<u>Commodity #</u>	<u>Description</u>	<u>Approximate Cumulative Order Amt.</u>
00001	485-38-037294	Dishwashing, Auto Detergent	\$ 198,260.00
00002	485-38-037296	Det. Automatic Pots and Pans	\$ 500.00
00003	485-38-037297	Det. Manual Pots & Pans	\$ 679,078.00
00004	485-38-037298	Rinse Additive, Concentrate liquid	\$52260.00
00005	485-38-037299	Dishwashing Lime Solvent –All purpose	\$129,906.00
00006	485-38-045052	Dishwashing, Auto. Detergent	\$82,237.00
00011	485-38-054825	Powdered Pot & Pan Detergent	\$ 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

Facility	Hours	Delivery Schedules
A.C. WAGNER YOUTH CORR. FACILITY RECEIVING GATE - WARD AVENUE BORDENTON, NJ	8:00 AM TO 2:30 PM	MONDAY - FRIDAY 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 WOODBIDGE & RAHWAY AVE. AVENEL, NJ 07001	7:30 TO 12:00 PM	MONDAY - FRIDAY MAIN RECEIVING GATE. MAXIMUM SECURITY AREA. BULK DELIVERIES RECEIVED IN STOREROOM. UPS DELIVERIES IN THE OUTSIDE MAILROOM.
EAST JERSEY STATE PRISON - OUTSIDE KITCHEN WOODBIDGE & RAHWAY AVE. AVENEL, NJ 07001	6:00 AM TO 2:00 PM	MONDAY - FRIDAY 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	MONDAY - FRIDAY 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	7:00 AM TO 3:30	MONDAY - FRIDAY TRUCKS MUST HAVE A LIFT GATE.

Facility	Hours	Delivery Schedules
FORT DIX, NJ	PM	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	NONE

	AND TUESDAY	
SOUTHWOODS STATE PRISON 215 BURLINGTON ROAD SOUTH BRIDGETON, NJ 08302	8:00 AM TO 1:00 PM	NONE