



Request for Proposal 06-X-38366

For: Personal Hygiene Supplies: Skin Care Products

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	Oct. 17, 2005	05:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not Applicable	
Mandatory Site Visit (Refer to RFP Section 1.3.2 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information.)	Oct. 27, 2005	02:00 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.

Set-Aside Small Business (Refer to RFP Section 4.4.1.8 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable	Category <input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Subcontracting Only	<input type="checkbox"/> III

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: October 6, 2005

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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 Agencies. The purpose of this RFP is to solicit bid proposals to supply various institutional skin care products that include hand wash, multiwash/skin cleanser, perennial wash, skin lotion, skin ointment, and hand sanitizer that are effective for difficult skin care situations and for the prevention of disease transmission in developmental centers, hospitals and geriatric homes.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The NJ Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml> 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 same 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 reprocurement of the Institutional Skin Care Products term contract that has been revised, presently due to expire on **November 14, 2005**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is **T-1635**. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage or to <https://www.neta.state.nj.us/treasury/dpp/ebid/QA.aspx>.

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and questions should be 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.

Answers to electronic questions will be posted to addenda on the Purchase Bureau website (see Section 1.4.1. of this RFP for further information). Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for electronic questions and inquiries relating to this RFP is **October 17, 2005**, at 5 pm. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 MANDATORY SITE VISIT

Not applicable to this RFP.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this RFP.

1.3.4 OPTIONAL PRE-BID CONFERENCE

Not applicable to this RFP.

1.3.5 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. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

DATE:	October 27, 2005
TIME:	2 PM
LOCATION:	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

1.4 ADDITIONAL INFORMATION

1.4.1 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.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property.

1.4.4 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. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 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.

1.4.6 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. 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 shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.**

All bid proposals, with the exception of information determined by the State 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.

1.4.7 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 being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, 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 shall 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. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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 - An agreement where two firms partner to respond to an RFP as a prime contractor, neither is a subcontractor of the other, and both agree to be responsible for performance.

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.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to obtain bid proposals from bidders to supply and deliver personal hygiene products that promotes preventative skin care needed for institutional hospitals, geriatric homes, and developmental centers located throughout the State of New Jersey.

3.1 PRICE LISTS/BRAND NAMES

In previous contract cycles, this RFP was specific to brand names. It is the intention of the Purchase Bureau to promote competition based on the quality of the products being bid. Bidders shall not furnish with their bid proposal any price lists. Only products that meet the specification requirements listed in Section 3.5 of this RFP will be considered for award.

3.2 DISPENSERS

3.2.1 If required by the State agency, the contractor must provide and install the appropriate hand-operated dispenser(s) that should be compatible for that particular skin care item. The contractor will be responsible for supplying and installing the new dispenser(s), on a loan basis, within one week of either verbal or written notification at no additional cost to the State. It will, however, be the agency's responsibility to have the existing dispensers removed by the previous contractor, within one week of notification.

3.2.2 Dispenser(s) provided must comply with all provisions of the Americans with Disabilities Act (ADA), P/L 101-336, in accordance with 42 U.S.C. 12101 et seq.

3.2.3 Hand operated dispensers must be capable of being easily removed from the wall for cleaning and withstand the autoclaving process.

3.3 MANUFACTURER'S CERTIFICATE

3.3.1 The bidder's signature on this bid proposal certifies that it is authorized to sell and to bid on the price lines submitted with its bid proposal. The bidder may be required to submit a manufacturer's certification letter demonstrating that the bidder is authorized to sell and to bid on the price lines offered. If so requested, the bidder must submit the manufacturer's certification letters no later than seven (7) days after written or verbal request by the State. Failure to do so may result in the rejection of its bid proposal for that product only.

3.4 DELIVERY

3.4.1 All deliveries are to be made during the hours and days designated by the ordering Agency. Prior notice is to be given to the Using Agency's supervisor before delivery. Deliveries will only be received between the hours of 8:00 AM and 5:00 PM. All deliveries will be made to field locations within the geographical limits of the State of New Jersey.

3.4.2 The contractor agrees to make deliveries of items within thirty (30) days from receipt of a written or a telephone order from the Using Agency's Supervisor or his/her authorized representative. All telephone orders will be confirmed by agency purchase order (PB-2).

3.4.3 The contractor is required to protect all materials and to deliver them to the specified delivery location in an undamaged condition. The State may reject any item, which is damaged or is otherwise unacceptable.

3.4.4 Each delivery of material must be accompanied by a delivery slip. Delivery slips must list item number, quantity of material shipped (unit of measure - gallons, quarts, pounds, etc.) and description of material. Material shipped without a delivery slip containing the information as described above will not be accepted.

3.5 PRODUCT SPECIFICATIONS

This section is comprised of nine (9) products with corresponding price lines found on the price sheet. The list of products to be bid will be as follows:

- Liquid hand wash without Antimicrobial, low to medium frequency
- Liquid hand wash, Antimicrobial, high frequency
- Multiwash, Antibacterial, all body cleanser for bathing
- Multiwash, Conditioning Shampoo, all body cleanser for bathing
- Perineal wash, mild, no rinse, antiseptic, deodorizing
- Moisturizing full body skin care lotion
- Instant hand sanitizer, alcohol based gel
- Skin protective ointment, moisture barrier
- Occlusive skin protectant and diaper dermatitis treatment ointment

3.5.1 SPECIFICATION FOR HEALTH CARE PERSONNEL HANDWASH, LIQUID, WITHOUT ANTIMICROBIAL, LOW TO MEDIUM FREQUENCY USAGE

Scope:

This specification covers a liquid skin care product specifically designed for health care personnel that utilize a hand cleanser with low to medium frequency (less than six times per day). This skin cleanser does not contain an antimicrobial agent.

Description:

The handwash must be designed to cleanse the skin and hands adequately without causing deterioration of natural skin barrier protection, irritation, or allergenic effects to the skin or hands. The product must possess chemical formulation stability through the proper blend of formulation ingredients. In addition, the product must leave hands in a replenished state of moisturization through the addition of the appropriate humectants.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The finished product must contain a high quality, stable chemical formula with the following ingredients:

- *Purified water, surfactants, humectants/moisturizers, pH balancing agents, viscosity adjusting agents, and non-allergenic preservatives and fragrances.*

The surfactants utilized within the formulation must exhibit minimal irritancy effects when cleansing the skin.

Chemical and Physical Analyses:

The finished product must comply with the following table of chemical and physical requirements:

<u>Test</u>	<u>Min. – Max.</u>
Form	Liquid
Solubility	Must be completely soluble in water.
Total Surfactant Content	10 % minimum
pH	4.5 – 7.5
Humectants / Moisturizers	Must contain adequate

Viscosity	amounts to completely moisturize. Product must possess sufficient viscosity to maintain product integrity in normal usage.
Preservatives	Must be non-allergenic
Fragrance	Must be non-allergenic

Product Testing Data:

Each bidder must submit with its bid proposal, related test results which insure that the product does not produce allergenic or irritancy effects when utilized in the prescribed manner for this product. Failure to do so will result in rejection of that price line item being bid.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.2 SPECIFICATION FOR HEALTH CARE PERSONNEL HANDWASH, LIQUID, ANTIMICROBIAL, HIGH FREQUENCY USE

Scope:

This specification covers a liquid skin care product designed for health care personnel that utilize a hand cleanser with high frequency (six or more times per day). This skin cleanser contains an antimicrobial agent.

Description:

The antimicrobial handwash must be designed to cleanse the skin sufficiently without causing irritancy or allergenic effects. The product must also exhibit highly effective anti-microbial properties. Either chloroxylenol or triclosan can be used as the antimicrobial agent. Both compounds in the same formulation are not permitted. The product must possess chemical stability through the proper blend of formulation ingredients. In addition, the product must leave hands in a replenished state of moisturization even after repeated usage.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The finished product must contain a high quality, stable chemical formula with the following ingredients:

- *Purified water, surfactants, antimicrobial agents, humectants/moisturizers, pH balancing agents, viscosity adjusting agents, and non-allergenic preservatives and fragrances.*

The surfactants utilized within the formulation must have a minimal irritancy effect when cleansing the skin.

Chemical and Physical Analyses:

The finished product must comply with the following table of chemical and physical requirements:

<u>Test</u>	<u>Min. – Max.</u>
Form	Liquid
Solubility	Must be completely soluble in water.
Total Surfactant Content	10 % minimum
Allowable Antimicrobial Types	Either Chloroxylenol or Triclosan
Antimicrobial Contents:	
Chloroxylenol (PCMX)	0.4 % - 1.0 %
Triclosan	0.2 % - 0.5 %
pH	4.5 – 7.5
Humectants / Moisturizers	Must contain adequate amounts to completely moisturize.
Viscosity	Product must possess sufficient viscosity to maintain product integrity in normal usage.
Preservatives	Must be non-allergenic
Fragrance	Must be non-allergenic

Antimicrobial Properties and Product Testing Data:

The finished product must exhibit bactericidal properties consistent with the required percentages of antimicrobial agent. Each vendor/manufacturer must submit related bactericidal testing data with its bid proposal and samples. The test results must display antimicrobial properties that are consistent with the necessary functions and intended use of the final product. The vendor/manufacturer shall also submit appropriate test results for non-irritancy and non-allergenic properties of the product.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer’s production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer’s name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.3 SPECIFICATION FOR MULTIWASH, ANTIBACTERIAL, ALL BODY CLEANSER, STANDARD BATHING

Scope:

This specification details an antibacterial multiwash all body cleanser for standard bathing and rinse. The product is to be utilized for routine bathing and shampooing in health care facilities. The product must contain an antimicrobial agent.

Description:

The antimicrobial multiwash all body cleanser must be designed to kill and reduce bacteria on the skin and scalp, thereby eliminating bacteria-associated odors. The product must be an effective full body cleanser as well as a hair shampoo. It must also be safe to use on color treated hair. The product must be a thick, viscous formulation producing high sudsing action for body and hair cleansing. The product must also exhibit highly effective antimicrobial properties. Either chloroxylenol (PCMX) or triclosan can be used as the antimicrobial agent. Both compounds in the same formulation are not permitted. The multiwash must be non-irritating and non-allergenic through the use of mild surfactants, and non-allergenic fragrances and preservatives. The product must possess chemical stability and high quality through the proper blend of formulation ingredients. In addition, the product must contain the proper amount of humectants/moisturizers to leave skin and scalp in an acceptable moisturized state.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The finished product must contain a high quality, chemically stable formula comprised of the following ingredients:

- *Purified water, mild surfactants, humectants/moisturizers, antimicrobial agent, Ph balancing agents, viscosity adjusting agents, non-allergenic preservatives, and non-allergenic fragrances.*

The surfactants utilized within the formulation must have a minimal irritancy effect when cleansing the skin and scalp.

Chemical and Physical Analyses:

The multiwash product shall comply with the following table of chemical and physical requirements:

Test	Min. – Max.
Form	Liquid
Solubility	Must be 100 % soluble in water.
Total Surfactant Content	10 % minimum
Allowable Antimicrobial Types	Either Chloroxylenol or Triclosan
Antimicrobial Contents:	
Chloroxylenol (PCMX)	0.4 % - 1.0 %
Triclosan	0.2 % - 0.5 %
pH	4.5 – 7.5

Humectants / Moisturizers

Must contain adequate amounts to completely moisturize.

Viscosity

Product must possess sufficient viscosity to maintain product integrity in normal usage.

Preservatives
Fragrance

Must be non-allergenic
Must be non-allergenic

Antimicrobial Properties and Product Testing Data:

The finished product must exhibit bactericidal properties consistent with the required percentages of antimicrobial agent. Each vendor/manufacturer must submit related bactericidal testing data with the original bid and samples. The test results must display antimicrobial properties that are consistent with the necessary functions and intended use of the final product. The vendor/manufacturer shall also submit appropriate test results for non-irritancy and non-allergenic properties of the product.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.4 SPECIFICATION FOR MULTIWASH, CONDITIONING SHAMPOO AND ALL BODY CLEANSER, STANDARD BATHING

Scope:

This specification details a multiwash conditioning shampoo and all body cleanser for standard bathing and rinse. The product is to be utilized for routine bathing and shampooing in health care facilities.

Description:

The multiwash shampoo and all body cleanser must be designed to be a conditioning shampoo and all body cleanser that is gentle enough for routine daily usage. The product must be an effective full body cleanser as well as a hair shampoo. It must also be safe to use on color treated hair. The product must be a thick, viscous formulation producing high sudsing action for body and hair cleansing. The multiwash must be non-irritating and non-allergenic through the use of mild surfactants, and non-allergenic fragrances and preservatives. The product must possess chemical stability and high quality through the proper blend of formulation ingredients. In addition, the product must contain the proper amount of conditioning agents to leave hair, skin, and scalp replenished and in a full body state.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production

facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The finished product must contain a high quality, chemically stable formula comprised of the following ingredients:

- *Purified water, mild surfactants, conditioning agents, pH balancing agents, viscosity adjusting agents, non-allergenic preservatives, and non- allergenic fragrances.*

The surfactants utilized within the formulation must have a minimal irritancy effect when cleansing the skin and scalp.

Chemical and Physical Analyses:

The multiwash product shall comply with the following table of chemical and physical requirements:

<u>Test</u>	<u>Min. – Max.</u>
Form	Liquid
Solubility	Must be 100 % soluble in water.
Total Surfactant Content	10 % minimum
pH	4.5 – 7.5
Conditioning Agents	Must contain adequate amounts to completely condition hair, skin and scalp.
Viscosity	Product must possess sufficient viscosity to maintain product integrity in normal usage.
Preservatives	Must be non-allergenic
Fragrance	Must be non-allergenic

Product Testing Data:

The bidder must submit appropriate test results for non-irritancy and non-allergenic properties of the product with the original bid proposal and sample. Failure to do so will result in rejection of that price line item being bid.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.5 SPECIFICATION FOR PERINEAL WASH, LIQUID, MILD, NO-RINSE, ANTISEPTIC, DEODORIZING

Scope:

This specification details a ready-to-use mild perineal wash for incontinence cleansing and total body washing. The product must be very mild with absolutely no irritancy, allergenic, or harsh effects from normal or repeated usage. This product does contain antiseptic / anti-microbial and deodorizing agents.

Description:

The product must be designed to provide necessary antiseptic / antimicrobial cleansing while deodorizing urinary and fecal matter during clean up. The product shall provide effective deodorizing action and antiseptic action by reducing bacteria on contact. The perineal wash must be an extremely mild no-rinse product which enables health care staff to clean up without water. The extreme mildness must be achieved through the chemically stable formulation of non-ionic and zwitterionic surfactants. No irritant type of surfactants shall be used in this product's formulation. The product shall be a non-alkaline soapless cleaner. The finished product must also contain humectants / moisturizers to allow affected areas of skin to retain moisture and prevent dryness.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The perineal wash must contain the following ingredients formulated into a high quality, chemically stable formulation:

- *Purified water, non-ionic / zwitterionic surfactants, humectants/moisturizers, antiseptic/ antimicrobial agents, pH balancing agents, emulsifying agents, and non-allergenic preservatives.*

Any fragrance listed in the ingredients must be non-allergenic and non-irritating. All surfactants utilized within the formulation must be non-irritating .

Chemical and Physical Analyses:

The perineal wash must comply with the following chemical and physical tests:

<u>Test</u>	<u>Min. – Max.</u>
Form	Liquid
Solubility	Must be 100 % soluble in water.
Total Surfactant Content	7.0 % minimum
Antiseptic/ Antimicrobial Agent	Must contain
pH	5.0 – 7.0
Humectants / Moisturizers	Must contain adequate amounts to leave skin moisturized.
Preservatives	Must be non-allergenic
Fragrance	Must be non-allergenic

Product Testing Data:

The product bid must be accompanied by certified testing data that confirms that the perineal wash is completely non-irritating and non-allergenic. Failure to do so will result in rejection of that price line item being bid.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.6 SPECIFICATION FOR MOISTURIZING FULL BODY SKIN CARE LOTION

Scope:

This specification entails a moisturizing lotion designed for total body skin care and conditioning. The product shall be formulated for routine everyday use as well as for health care personnel professional use.

Description:

The moisturizing lotion must be designed to maintain a healthy skin epidermis and maintain normal healthy skin barrier functioning. The product must maintain skin integrity and hold moisture within the critical stratum corneum outermost layer of skin. The product shall possess sufficient viscosity in order to provide smooth and uniform application. The product must primarily contain emollients and moisturizers which soften and soothe skin while revitalizing dry, itchy, or irritated skin conditions. The lotion must also be compatible with latex gloves and shall not interfere with any antimicrobial surgical scrubs or other antibacterial products used by health care personnel. The product must possess chemical stability through the proper blend of formulation ingredients.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The finished product must contain a high quality, stable chemical formula with the following ingredients:

- *Purified water, emollients (i.e. cetyl alcohol, lanolin, beeswax), humectants/moisturizers, vitamin E / skin conditioners, viscosity building agents, surfactants, non-allergenic preservatives and non-allergenic fragrances.*

All ingredients utilized within the formulation must have a minimal irritancy effect and be non-allergenic even upon repeated usage.

Chemical and Physical Analyses:

The full body skin lotion must comply with the following table of chemical and physical requirements:

Test

Form
Humectant/Moisturizer Content
Viscosity

pH
Emollients

Surfactant
Preservatives
Fragrance

Min. – Max.

Thick, viscous liquid
5 % minimum
Product must possess sufficient viscosity to maintain product integrity in normal usage.
5.0 – 8.0
Must contain adequate amounts.
Must be present
Must be non-allergenic
Must be non-allergenic

Product Testing Data:

The bidder must submit appropriate test results for non-irritancy and non-allergenic properties of the product with the bid proposal and samples. Failure to do so will result in rejection of that price line item being bid.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.7 SPECIFICATION FOR INSTANT HAND SANITIZER, ALCOHOL BASED GEL

Scope:

This specification covers an instant hand sanitizer gel that is comprised primarily of an alcohol based formulation. It shall be designed for health care personnel who need to sanitize their hands when handwashing facilities are not conveniently available.

Description:

The hand sanitizer shall be ideal for high-risk patient care as well as fulfilling routine sanitizing needs. The relatively high percentage requirement for an alcohol shall correlate into a sanitizer that is capable of killing a broad spectrum of bacteria and other transient and pathogenic microorganisms. The sanitizer must be effective without the use or availability of water. The gel product must contain a

blend of alcohol, emollients, and moisturizers in order to protect the skin from irritation and dryness. The chemical formulation must be a high quality, chemically stable and safe formulation designed to meet the needs of health care personnel and kill many types of microorganisms quickly.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The instant hand sanitizer shall contain a high quality, stable chemical formula with the following ingredients:

- *Purified water, ethyl alcohol or isopropyl alcohol, emollients, humectants / moisturizers, gel stabilizers, viscosity building agents, pH balancing agents, and non-allergenic fragrance.*

All fragrance ingredients utilized within the formulation must be non-irritating and non-allergenic when sanitizing the skin.

Chemical and Physical Analyses:

The finished product must comply with the following table of chemical and physical requirements:

<u>Test</u>	<u>Min. – Max.</u>
Form	Gel
Solubility	Must be completely soluble in water.
Allowable Alcohol Types	Ethyl Alcohol or Isopropyl Alcohol
Alcohol Content (% by weight)	50 % minimum
pH	5.0 – 8.0
Humectants / Moisturizers	Must contain adequate amounts to moisturize.
Emollients	Must contain.
Gel Stabilizers	Must contain.
Viscosity	Product must possess sufficient viscosity to maintain product integrity and resist product break-down.
Fragrance	Must be non-allergenic.

Antimicrobial Properties and Product Testing Data:

The finished product must exhibit bacteriocidal properties consistent with the required percentages of the alcohol active agent. Each vendor/manufacturer must submit related bacteriocidal testing data with the original bid and samples. The test results must display antimicrobial properties that are consistent with the necessary functions and intended use of the final product. The vendor/manufacturer shall also submit appropriate test results for non-irritancy and non-allergenic properties of the product.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.8 SPECIFICATION FOR SKIN PROTECTIVE OINTMENT, MOISTURE BARRIER ONLY

Scope:

This specification details a skin protective ointment that provides a moisture barrier between the skin and any moisture irritants including urine and feces. This product shall be a clear ointment thus providing protection and simultaneously an easy assessment of any skin conditions that exist.

Description:

The moisture barrier skin protective ointment shall protect the skin from any irritants such as urine and feces and the enzymatic drainage occurring as a result of the above exposure. The product must also allow healing of minor burns, cuts, scrapes, and skin irritations by creating a moisture and infection source barrier environment. The product shall prevent transepidermal water loss from the skin. This product is not intended as a treatment or medicine for conditions such as diaper dermatitis and other serious perineal conditions although it can be used to prevent some of these conditions. This product should not be applied to deep wounds or puncture wounds. It should not be used directly on infections or lacerations. The product must possess chemical stability through the proper blend of formulation ingredients.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The moisture barrier skin protective ointment must be a high quality, stable chemical formulation containing the following ingredients:

- *Petrolatum, emollients, skin conditioning agents, protein containing agents, anti-oxidants, non-allergenic preservatives and non-allergenic fragrances.*

All preservatives and fragrances utilized within the formulation must be non-irritating and non-allergenic when utilized as a moisture barrier.

Chemical and Physical Analyses:

The moisture barrier must comply with the following table of chemical and physical requirements:

Test

Min. – Max.

Form	0	Protective Ointment
Color		Clear
Petrolatum Content		80 % minimum
Emollients		Must contain.
Skin Conditioning Agents		Must contain.
Viscosity		Product must possess sufficient viscosity to maintain product integrity in normal usage.
Preservatives		Must be non-allergenic
Fragrance		Must be non-allergenic

Product Testing Data:

The bidder must submit appropriate test results for non-irritancy and non-allergenic properties of the product with the original bid proposal and samples. Failure to do so will result in rejection of that price line item being bid.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

3.5.9 SPECIFICATION FOR OCCLUSIVE SKIN PROTECTANT AND DIAPER DERMATITIS TREATMENT OINTMENT

Scope:

This specification details an occlusive skin protective ointment that also prevents and treats diaper dermatitis and other inflammatory perineal skin conditions. This product shall be a white ointment that provides occlusive protection from all irritants especially urine and feces and simultaneously treats the resultant dermatitis rash.

Description:

The dermatitis treatment skin protectant ointment shall protect the skin from any irritants such as urine and feces and the enzymatic drainage occurring as a result. The product must provide an ideal environment for healing of all types of irritation rashes while providing occlusive protection for the skin. The product shall replace moisture in the skin at the same time protect the skin from outside moisture and moisture laden irritants or potential infections. This product is intended as a treatment for conditions such as diaper dermatitis and other serious perineal skin conditions. It also doubles as a preventative for these rashes and other skin conditions. This product should not be applied to deep wounds or puncture wounds. It should not be used directly on infections or lacerations. The product must possess chemical stability through the proper blend of formulation ingredients.

Raw Material Batch Certification:

The finished product manufacturer's Quality Assurance operation shall request from their raw material suppliers, an official Certificate of Analysis for every batch of raw material utilized in the production of the manufacturer's finished products. These certificates shall be kept on file at the manufacturer's production facility QA operation at all times. The certificates must display the raw material production date and related information. The State of New Jersey reserves the right to request any of these certificates during the period of the contract if circumstances warrant their release.

Ingredients:

The dermatitis treatment and skin protectant ointment must be a high quality, stable chemical formulation containing the following ingredients:

- *Purified Water, Petrolatum, Zinc Oxide, Dimethicone, emollients, skin conditioning agents, humectants/moisturizers, surfactants, antioxidants, skin adherence agents, emulsifying agents, non-allergenic preservatives and non-allergenic fragrances.*

All surfactants, preservatives, and fragrances utilized within the formulation must be non-irritating and non-allergenic when utilized as a skin protectant ointment.

Chemical and Physical Analyses:

The protectant ointment shall comply with the following table of chemical and physical requirements:

<u>Test</u>	<u>Min. – Max.</u>
Form	Protective Ointment
Color	White
Zinc Oxide Content	10 % minimum
Petrolatum Content	20 % minimum
Dimethicone	1 % minimum
Emollients	Must contain.
Skin Conditioning Agents	Must contain.
Surfactants	Must contain.
Viscosity	Product must possess sufficient viscosity to maintain product integrity in normal usage.
Preservatives	Must be non-allergenic
Fragrance	Must be non-allergenic

Product Testing Data:

The bidder shall submit appropriate test results for non-irritancy and non-allergenic properties of the product with the original bid proposal and samples. Failure to do so will result in rejection of that price line item being bid.

FDA Guidelines and Labeling:

The final product must be manufactured according to FDA Guidelines of Good Manufacturing Practices. The State of New Jersey reserves the right to request records of periodic audits performed by the FDA at the manufacturer's production facility. The product must be labeled in accordance with the FDA Code of Federal Regulations for that particular product if applicable.

Packaging / Standard Labeling:

The product shall be packaged and contained in the required container listed on the line item description and the purchase order. All processing, packaging, and labeling must be performed according to FDA Guidelines of Good Manufacturing Practices. For all products, each label must include the product description, brand name, product code number, list of ingredients, directions for use, batch codes for production traceability, and any related information. The manufacturer's name, address, and emergency phone numbers shall also be listed on the label.

Shelf-Life:

The finished product shall possess a minimum shelf-life of two (2) years from the actual production date under normal cool, dry storage conditions. The production date shall be traceable through the batch codes listed on the label.

MSDS Sheets:

Material Safety Data Sheets must be submitted with the original bid samples and be available to the State of New Jersey Quality Assurance Unit and all other State agencies upon request.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The signatory page of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the signatory page of this RFP must be signed by a general partner. If the bidder is a joint venture, the signatory page of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 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/06X38366.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 MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, AND FINAL BID OPENING DATE.** (See RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>.)

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each 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. Bidders 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 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
Forms	4.4.1.1	Signatory page, signed and completed. http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml
	4.4.1.2	Ownership Disclosure Form http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml
	4.4.1.4	MacBride Principles Certification http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml
	4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml
	4.4.1.6	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml

4.4.1 FORMS

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/06X38366.shtml>.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A 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/06X38366.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/06X38366.shtml>.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>.

4.4.1.5 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>.

4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may go to www.nj.gov/njbgs to register with the 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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>, and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.7 EXECUTIVE ORDER 134

Refer to Section 5.19 of this RFP for more details concerning this requirement.

4.4.2 SUBMITTALS

The bidder must furnish the Purchase Bureau along with their bid proposal, valid product testing data and samples of the product(s) being bid. Failure to supply this information will result in rejection of the bid proposal for that/those particular product(s).

4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

The bidder must furnish material safety data sheets (MSDS) or manufacturers' equivalent information sheets on the products and/or chemicals used in performing the services specified in this RFP with the bidder's bid proposal. 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 services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application. Failure to supply this information will result in rejection of the bid proposal for that particular product(s).

4.4.2.2 BIDDER 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/06X38366.shtml>.

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

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/06X38366.shtml>.

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

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/06X38366.shtml>.

4.4.2.5 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples **for all pricing lines** for evaluation and testing purposes must be made available at no charge and delivered to the following:

**Department of the Treasury
Purchase Bureau
33 West State Street
Trenton, New Jersey, 08625
Attn. Marco Valdivia**

Bidders must, within 10 working days following a request from the State, submit bid samples to the **Purchase Bureau**. Bid samples will not be returned. The **Purchase Bureau** will conduct laboratory tests to assure that the bid samples submitted **for all pricing lines** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for all pricing lines**. The testing results of the State are final. Failure to submit the samples within this time frame may result in the rejection of your bid proposal for that item only.

4.4.2.6 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 certified financial statements to 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.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using 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.

4.4.4 PRICE LINE INSTRUCTIONS

4.4.4.1 The bidder is to provide a unit price in the "Unit Price" column.

4.4.4.2 The bidder is to provide all other information requested on the price line item.

4.4.4.3 The bidder is to provide pricing only by unit specified (ounces) and no other unit amount.

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 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions, 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 STATE CONTRACT MANAGER

Not applicable to this RFP.

5.3 BUSINESS REGISTRATION

The following shall supplement the Section 1.1, NJ Standard Terms and Conditions pertaining to Business Registration set forth in the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>.

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.4 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/06X38366.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.**

5.5 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.

5.6 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 CONTRACT AMENDMENT

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

5.8 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, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.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

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.

5.9 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.9.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.9.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.9.3 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.

5.10 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 in the termination of the contract or in the award of any 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.

5.11 DISCLOSURE OF PRODUCT COMPOSITION

The contractor must furnish MSDS or manufacturer's 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 services numbers for those substances listing any potentially hazardous products, which may produce gas during or following application.

5.12 REMEDIES FOR NON-PERFORMANCE

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. In this event, the Director may 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.

5.13 MANUFACTURING/PACKAGING REQUIREMENTS

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

5.13.2 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure 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.

5.14 PERFORMANCE BOND

Not applicable to this RFP.

5.15 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.

5.16 CONTRACTOR RESPONSIBILITIES

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.17 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

Not applicable to this RFP.

5.18 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the New Jersey Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06X38366.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.18.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

5.19 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP.

5.19.1 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. It also 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 26 U.S.C.A. 527 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.

5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

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 this Order, (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 EO 134; (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 EO 134; 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 EO 134.

5.19.3 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 Executive Order 134 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.

5.19.4 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.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory

requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

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

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

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

6.5 CONTRACT AWARD

Line item awards shall be made with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.