



# Request for Proposal 07-X-39506

## For: ENVIRONMENTALLY PREFERABLE CLEANING PRODUCTS I

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	4/11/07	5:00 PM
<b>Optional Pre-bid Conference</b>	NA	
<b>Mandatory Site Visit</b>	NA	
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	4/27/07	2:00 PM

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

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

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  
State of New Jersey - DSS  
Cooperative Purchasing Members

Date: 03/22/07

## Table of Contents

<b>1.0 INFORMATION FOR BIDDERS</b> .....	<b>4</b>
1.1 PURPOSE AND INTENT.....	4
1.2 BACKGROUND.....	5
1.3 KEY EVENTS.....	5
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD.....	5
1.3.2 SUBMISSION OF BID PROPOSAL.....	6
1.4 ADDITIONAL INFORMATION.....	6
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	6
1.4.2 BIDDER RESPONSIBILITY.....	6
1.4.3 COST LIABILITY.....	7
1.4.4 CONTENTS OF BID PROPOSAL.....	7
1.4.5 PRICE ALTERATION.....	7
1.4.6 BID ERRORS.....	7
1.4.7 JOINT VENTURE.....	8
<b>2.0 DEFINITIONS</b> .....	<b>9</b>
2.1 GENERAL DEFINITIONS.....	9
2.2 CONTRACT SPECIFIC DEFINITIONS.....	10
<b>3.0 COMMODITY DESCRIPTION/SCOPE OF WORK</b> .....	<b>13</b>
3.1 OVERVIEW.....	13
3.2 PERFORMANCE STANDARDS.....	15
3.3 PRODUCT-SPECIFIC PERFORMANCE STANDARDS.....	15
3.4 HEALTH AND ENVIRONMENTAL STANDARDS.....	17
3.5 PACKAGING.....	21
3.6 LABELING.....	22
3.7 TRAINING.....	22
3.8 DOCUMENTATION.....	23
3.9 (A) DILUTION RATIOS:.....	23
3.9 (B) PACKAGING:.....	23
3.10 DELIVERY REQUIREMENTS FOR STATE DISTRIBUTION AND SUPPORT SERVICES (DSS ONLY) (PRICING LINES 00001 TO 00005).....	23
3.11 DELIVERY.....	25
3.12 REFERENCES.....	26
<b>4.0 BID PROPOSAL PREPARATION AND SUBMISSION</b> .....	<b>27</b>
4.1 GENERAL.....	27
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	27
4.3 NUMBER OF BID PROPOSAL COPIES.....	27
4.4 BID PROPOSAL CONTENT.....	27
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL.....	27
4.4.1.1 SIGNATORY PAGE.....	27
4.4.1.2 OWNERSHIP DISCLOSURE FORM.....	28
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER.....	28
4.4.2 PROOFS OF REGISTRATION THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	28
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE.....	28
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	28
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION.....	28
4.4.3.2 AFFIRMATIVE ACTION.....	28
4.4.4 SUBMITTALS.....	29
4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS.....	29
4.4.4.2 SAMPLES/SAMPLE TESTING.....	29
4.4.4.3 DISCLOSURE OF PRODUCT COMPOSITION.....	29

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER .....	29
4.4.6 PRICING .....	30
4.4.7 COOPERATIVE PURCHASING .....	30
4.4.8 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTION.....	30
<b>5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....</b>	<b>32</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	32
5.2 CONTRACT TERM AND EXTENSION OPTION .....	32
5.3 CONTRACT TRANSITION.....	32
5.4 CONTRACT AMENDMENT.....	32
5.5 CONTRACTOR'S WARRANTY.....	32
5.6 ITEMS ORDERED AND DELIVERED.....	33
5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	33
5.8 MANUFACTURING/PACKAGING REQUIREMENTS.....	33
5.9 CLAIMS .....	34
5.10 DISCLOSURE OF PRODUCT COMPOSITION.....	34
5.11 CONTRACT ACTIVITY REPORT.....	34
<b>6.0 PROPOSAL EVALUATION .....</b>	<b>35</b>
6.1 EVALUATION CRITERIA.....	35
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL.....	35
6.3 BID DISCREPANCIES .....	35
<b>7.0 CONTRACT AWARD.....</b>	<b>37</b>
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD .....	37
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134).....	37
7.1.1.1 DEFINITIONS .....	37
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION.....	37
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS.....	38
7.1.1.4 STATE TREASURER REVIEW .....	38
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271.....	38
7.2 FINAL CONTRACT AWARD .....	39
7.3 INSURANCE CERTIFICATES.....	39
<b>8.0 CONTRACT ADMINISTRATION.....</b>	<b>40</b>
8.1 CONTRACT MANAGER.....	40
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES.....	40
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER .....	40

## **SPECIAL NOTICE TO ALL BIDDERS**

This procurement is subject to a comparative examination with a set –aside request that may be submitted prior to bid opening by ACCSES New Jersey/CNA Services to the Department of Treasury, Division of Purchase and Property. In accordance with N.J.A.C. 10:99-1.1 et. seq., the aforementioned organization is permitted to have specific contracts set aside specifically for them if the price(s) offered is/are no more than 15% higher than the fair market value, as determined by the State of New Jersey. The bidder's offered price(s) will be multiplied by a factor of 115% and compared with the price(s) that had been previously submitted by ACCSES New Jersey/CNA Services. This RFP will be used to make the final determination of fair market value for the product(s) and/or service(s) required. Award will be made to the lowest responsive bidder, price and other factors considered. ACCSES New Jersey/CNA Services will not be permitted to revise, adjust or in any respect change its submitted price(s) after bid(s) have been opened.

### **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 State Agencies and Cooperative Purchase Partners. This RFP requires bidder(s) to provide and deliver environmentally preferable cleaning, biodegradable products listed herein in accordance with the requirements of Executive order 76. **This RFP includes products purchased by the State under contract Chemicals, Janitorial (T-0622). Products bid for all price lines 00001 to 00018 must meet the environmentally preferable cleaning products criteria. Therefore, bidders are advised to bid product equivalents that are environmentally preferable cleaning products that can be certified by at least one of the five standards listed below.**

- A. The Green Seal Standard for Industrial and Institutional Cleaners (GS-37)  
<http://www.greenseal.org>
- B. The Environmental Choice Program Certification Criteria Document (CCD-146)  
<http://www.environmentalchoice.com/>
- C. The US Environmental Protection Agency's Design for the Environment (DfE)  
<http://www.epa.gov/dfepubs/projects/formulat/index.htm>
- D. The Green Seal Standard for Floor-Care Products- Finishes and Strippers (GS-40)  
<http://www.greenseal.org>
- E. The Environmental Choice Program Certification Criteria Document (CCD-147)  
<http://www.environmentalchoice.com>

This RFP is divided into the following two sections:

- **Bulk Supply to State Distribution & Support Services (DSS) – State of New Jersey Price lines 00001 to 00005)**

- **Statewide Delivery to State Agencies, Including Cooperative Purchasing Members (Price lines 00006 to 00018).**

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

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

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's Cooperative Purchasing Partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation. **(It is important for bidder (s) to note that the State will not permit any direct sales of products listed under DSS (Price Lines 00001 to 00005) of this RFP to Cooperative Purchasing Program Participants.**

## 1.2 BACKGROUND

This is a new term contract which includes some items covered under the current contract for "Chemicals Janitorial" (T#0622) due to expire May 31, 2007. Bidders who are interested in this current contract specifications and pricing information may review the same at the following website address: <http://www.state.nj.us/treasury/purchase/contracts.htm>.

## 1.3 KEY EVENTS

### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

### 1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

#### 1.4.2 BIDDER RESPONSIBILITY

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

#### 1.4.3 COST LIABILITY

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

#### 1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

#### 1.4.5 PRICE ALTERATION

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

#### 1.4.6 BID ERRORS

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

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

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

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

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

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

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

#### 1.4.7 JOINT VENTURE

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



## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

**Contractor** - The contractor is the bidder awarded a contract.

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

**Division** - The Division of Purchase and Property.

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

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

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

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

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

**State** - State of New Jersey

**Using Agency[ies]**- The entity[ies] for which the Division has issued this RFP.

## 2.2 CONTRACT SPECIFIC DEFINITIONS

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

**Aerosol** - A gaseous suspension of fine solid or liquid particles.

**Aromatic solvent** - Hydrocarbon solvents which contain an unsaturated ring of carbon atoms, including benzene, naphthalene, anthracene and their derivatives. Toluene and xylene are commonly used aromatics. These solvents are characterized as volatile organic compounds (VOCs). Benzene is a known human carcinogen.

**Bathroom cleaners** - Products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

**Carcinogen** - A chemical listed as a known, probable, or possible human carcinogen by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), the U.S. Environmental Protection Agency, or the Occupational Health and Safety Administration.

**Carpet cleaners** - Products used for routine cleaning of carpets and rugs. This category may include, but is not limited to, products used in cleaning by means of extraction, shampooing, dry foam, bonnet or absorbent compound. It does not include products intended primarily for spot removal. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Chlorinated plastic materials** - Packaging materials made of polyvinyl chloride (PVC) or other chlorinated compounds. Vinyl chloride is a known carcinogen

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

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

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

**Ethylene glycol ethers** - A group of solvents and plasticizers characterized by the general form of an ethylene glycol (1,2 ethanediol) group bound to an alkyl chain by an ether (oxygen) bond. Ethylene glycol monomethyl ether and ethylene glycol monoethyl ether and their acetates are reproductive toxins. Butoxyethanol (ethylene glycol monobutyl ether) has been shown to have haemolytic (destruction of red blood cells) properties.

**Food grade dyes** – Dyes safe for use in food, as approved by the U.S. Food and Drug Administration.

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

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

**Glass cleaners** - Products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

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

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

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

**Optical brighteners** - Additives designed to enhance the appearance of colors and whiteness in materials by absorbing ultraviolet radiation and emitting blue radiation. Also known as fluorescent whitening agents.

**Ozone-depleting compounds** - An ozone-depleting compound is any compound with an ozone-depletion potential greater than 0.01 (CFC 11 = 1).

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

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

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

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

**Rheology modifiers** - A group of compounds added to thicken a liquid. Examples include xanthan gum and hydroxylpropyl cellulose, which may be added to toilet bowl cleaners or oven cleaners to maximize cleaning efficiency.

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

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

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

#### **3.1 OVERVIEW**

In order to meet the requirements of Executive Order 76 which seeks to reduce certain environmental and health concerns associated with some cleaning products, and as a part of the State of New Jersey's program to purchase environmentally preferable products (EPPs), it is the intent of this Request for Proposal (RFP) to establish a contract for environmentally preferable cleaning products. These products, by meeting specific standards, are 1) less harmful to the users and other potentially exposed individuals and thus present a lesser impact to public health and the environment compared to conventional competing products and 2) perform at or beyond the performance standards established by the State. However, nothing in this standard in any way exempts compliance with any other occupational health or environmental standards.

For purposes of this RFP, the minimum standards established for the performance of these products are based on:

- A. The Green Seal Standard for Industrial and Institutional Cleaners (GS-37)
- B. The Environmental Choice Program Certification Criteria Document (CCD-146)
- C. The US Environmental Protection Agency's Design for the Environment (DfE).
- D. The Green Seal Standard for Floor –Care Products- Finishes and Strippers (GS-40)
- E. The Environmental Choice Program Certification Criteria Document (CCD-147)

**A. Green Seal GS-37 Industrial and Institutional Cleaners:** Green Seal is an independent, non-profit organization that strives to achieve a healthier and cleaner environment by identifying and promoting products and services that cause less toxic pollution and waste, conserve resources and habitats, and minimize global warming and ozone depletion.

The Green Seal (GS-37) standards establish environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. For purposes of this standard, general-purpose, bathroom, and glass cleaners are defined as those cleaners intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. Due to the large number of possible cleaning products, processes, soil types, and cleaning requirements, the compatibility of cleaners with surface materials is not specifically addressed in this standard. Product users should follow the manufacturers' instructions on compatibility. Each criterion states whether it applies to the undiluted product or to the product as used. Green Seal has no financial interest in the products that it certifies or recommends or in any manufacturer or company. Green Seal's evaluations are based on state-of-the-art science and information using internationally recognized methods and procedures. For more information, visit their website at (<http://www.greenseal.org>).

**B. The Environmental Choice<sup>M</sup> Program (ECP),** Environment Canada's ecolabelling program, provides a market incentive to manufacturers and suppliers of environmentally preferable products and services, and thereby helps consumers identify products and services that are less harmful to the environment. Established in 1988, the ECP was the second national ecolabelling initiative undertaken. There are now more than three dozen such programs worldwide. The Global Ecolabelling

Network (GEN) is an international association of ecolabelling programs, including the Environmental Choice Program. For more information, visit their website at (<http://www.environmentalchoice.com>)

- C. **The US Environmental Protection Agency's (EPA) Design for the Environment (DfE) Formulator Program** offers partnership and recognition to companies that act as environmental stewards by improving the environmental profile of their products. Innovative and improved cleaning formulations contain ingredients with lower inherent toxicity, less bioaccumulation potential, less toxic byproducts and more rapid biodegradability. DfE partnership entails an ongoing relationship with EPA, formalized in a voluntary memorandum of understanding. EPA and partner companies work toward mutually agreed upon goals to improve the environmental performance of cleaning products and systems. For more information, visit their website at (<http://www.epa.gov/dfepubs/formulat/brochure/>)

- D. **Green Seal GS-40 Floor Care Products – Finishes and Strippers:** This standard establishes environmental requirements for industrial and institutional floor-care products. The floor care products addressed by this standard include floor finish and floor finish stripper. For purpose of this standard, floor finish (also called floor polish) is defined as any product designed to polish, protect, or enhance floor surfaces by leaving a protective wax, polymer or resin coating that is designed to be periodically removed (stripped) and reapplied. Floor finish stripper (or floor remover- referred to here as "stripper") is defined as a product designed to remove floor finish through breakdown of the finish polymers, or by dissolving or emulsifying the finish, polish, or wax. This standard does not address general- purpose cleaners that can be used to clean floors, floor sealers, spray buffing products, or products designed to remove floor wax solely through abrasion.

Product users should follow the manufacturers' instruction on compatibility. Each application must be designed to work together in an environmentally preferable system of overall floor care. Therefore, both the finish and its compatible stripper must meet all these criteria unless otherwise indicated.

Each criterion states whether it applies to the undiluted product or the product as used. All criteria pertain to both finishes and strippers unless otherwise indicated.  
<http://www.greenseal.org>

- E. **The Environmental Choice Program Certification Criteria (CCD-147) Hard Floor Care Products.** The Environmental Choice Program is designed to support a continuing effort to improve and maintain environmental quality by reducing energy and materials consumption by minimizing the impacts, pollution generated by the production, use and disposal of goods and services available to Canadians.

Hard floor care products that fall under this criteria include floor finishes, floor strippers, and neutralizing solutions, floor finish restorers and sealers. The product group includes solutions for use on ceramic, terrazzo, vinyl composite tile, concrete linoleum, rubber, and marble surfaces. It does not include products designed for unfinished wood floors, or products designed to cure concrete surfaces. These criteria do not apply to floor cleaners (other Environmental Choice Program criteria cover these products). Products sold to the institutional market as well as products sold to the household market are

covered under these criteria.  
<http://www.environmentalchoice.com>

Certification under ECP-147 are awarded to Floor care products that demonstrate environmental leadership throughout their life-cycle and meet requirements for

- Performance
- Limited Toxicity for aquatic and other organisms, including both acute/lethal toxicity and chronic/sublethal toxicity risks (e.g., endocrine disruption, carcinogens).
- Biodegradability
- Limits on ingredients that are considered likely to contribute to specific environmental impacts (e.g. ground-level ozone formation, depletion of stratospheric ozone).
- Limited waste resource use.

The State of New Jersey recognizes that green cleaning is a dynamic, expanding area of interest. As such, this RFP is being developed with the intent that the State will commit to an ongoing dialogue with other states, Green Seal, Environmental Choice, the EPA's Design for the Environment (DfE) program and other stakeholders such as industry and non-governmental organizations (NGOs) to continually improve these standards to be more protective of human health and the environment.

### 3.2 PERFORMANCE STANDARDS

In order to be accepted by the State of New Jersey as a green cleaning product, each product as used, when diluted with water from the cold tap at no more than 50°F, shall clean common soils and surfaces in its category effectively, as measured by a standard test method. Carpet cleaners may be diluted with warm or hot water where required by the test method or performance considerations. The product must meet at least one of the applicable product-specific standards set forth below.

### 3.3 PRODUCT-SPECIFIC PERFORMANCE STANDARDS

#### A. General-purpose cleaners

The product shall remove at least 80% of the particulate soil in the American Society for Testing and Materials (ASTM) D4488-95, A5 or;

Clean common hard surfaces effectively as measured by a method based on CAN/CGSB 2-GP-11, Method 20.3 in "*Methods of Testing and Analysis of Soaps and Detergents.*"

#### B. Bathroom cleaners

The product shall remove at least 75% of the soil in ASTM D5343 as measured by ASTM D5343 "Standard Guide for Evaluating Cleaning Performance of Ceramic Tile Cleaners."

#### C. Carpet cleaners

Using a standard test method, the manufacturer must demonstrate that its product performs as well as a nationally recognized product in its category in both cleaning efficiency and resoiling resistance. Acceptable test methods/procedures to demonstrate performance include, but are not limited to, the following sources: the American Association of Textile Chemists and Colorists (AATCC)(including AATCC Test Method 171-1995), ASTM, Centre for Surface and Materials Analysis (CSMA) (including CSMA DCC-03) the Institute of Inspection, Cleaning and Restoration Certification (IICRC), the International Organization for Standardization (ISO), Wool Safe, the Carpet and Rug Institute (CRI), an equivalent method agreed upon by EPA DfE or laboratory testing conducted as part of a bid evaluation by a government purchasing entity.

D. Glass cleaners

The product shall achieve at least a rating of three in each of the following Consumer Specialty Products Association (CSPA) DCC 09 categories: soil removal, smearing, and streaking.

E. Floor –Care Products – Finishes and Strippers

**Slip Resistance:** Floor finish products shall have a static coefficient of friction (SCOF) of at least 0.5 as measured by either ASTM D2047-99 or UL Method 410.or ASTM D2047-93 or CGSB 25 GP1 Method 301.1

**Additional Performance Requirements:** Each product shall perform effectively, as measured by the following standard test methods:

- **Removability:** The floor finish and compatible stripper shall achieve a removal ease rating of “good” as measured by ASTM D 1792-82, Standard Test Method for Long Term Removability Properties of Floor Polishes. In the case of a floor finish and stripper proposed for certification together, they should be tested together, with the candidate stripper replacing the ASTM standard defined stripper. In the case of a floor finish alone proposed for certification, it should be tested with a Green Seal-certified stripper, with the Green Seal-certified stripper replacing the ASTM standard-defined stripper. In case of a stripper alone proposed for certification, it should be tested with a Green Seal – certified finish, with the candidate stripper replacing the ASTM standard-defined stripper.

Or

- Must remove the standard reference polish according to the procedure outlined in CAN/CGSB-2.60-92 Remover for Water – Emulsion Floor Polish and Wax.
- If the stripper is explicitly sold to work best on a specific type of floor finish with a proviso that results on other finishes cannot be guaranteed, then the test should be done on the type of finish for which the stripper is advertised.
- CGSB 2.60 specifies a 20% solution be used. The applicant may perform the test with a different concentration as long as it is the concentration indicated for normal stripping.
- **Soil Resistance:** The floor finish shall perform as well as a nationally recognized product of its type in its category as measured by ASTM D 3206-92, Standard Test method for Soil Resistance of Floor Polishes.



- Detergent Resistance: The floor finish shall demonstrate minimal deterioration by achieving a detergent resistance rating of “very good”, as measured by ASTM D 3207-92, Standard Test Method for Detergent Resistance of Floor Polish Films. The floor finish shall be tested using a GS-37 certified floor cleaner at the recommended dilution rate for routine floor maintenance as listed on packaging, or ASTM cleaning solution specified in ASTM cleaning solution specified in ASTM D3207-9.
- Must perform as well as a functionally equivalent national brand product according to the procedure outlined in: ASTM D3052-87 (2003) Standard Practice for Rating Water-Emulsion Floor Polishes. Or finishes must perform as well as the reference polish in : CAN/CGSB-25.1, No.50.1-96 Methods of sampling and testing waxes and polishes: floor test.
- Products shall be tested as used, and if diluted, products shall be diluted with water from cold tap at no more than 50 degrees F.

### 3.4 HEALTH AND ENVIRONMENTAL STANDARDS

#### **A. Toxicity**

The *undiluted* product/s shall meet the following toxicity criteria. Dispensing-system concentrates shall be tested as used. A product is considered toxic if any of the following criteria apply:

Oral lethal dose ( $LD_{50}$ )  $\leq 2,000$  mg/kg

Inhalation lethal concentration ( $LC_{50}$ )  $\leq 20$  mg/L\*

#### Floor Finishes

Oral lethal dose ( $LD_{50}$ )  $\leq 2,000$  mg/kg

Inhalation lethal concentration ( $LC_{50}$ )  $\leq 20$  mg/L\*

Or

Calculated  $LD_{50}$  (oral rat) of  $<6,000$  mg/kg

#### Floor Strippers

Oral lethal dose ( $LD_{50}$ )  $\leq 2,000$  mg/kg

Inhalation lethal concentration ( $LC_{50}$ )  $\leq 20$  mg/L\*

Or

Calculated ( $LD_{50}$ ) (oral rat) of  $< 4000$  mg/kg

\* If the vapor-phase concentration of the product at room temperature is less than 20 mg/L, it should be tested at its saturation concentration. If it is not toxic at this concentration, it passes the inhalation criterion.

## **B. Carcinogens, Endocrine Disruptors, Reproductive Toxins**

The *undiluted* product shall not contain any ingredients that are carcinogens; endocrine disruptors or are known to be a reproductive toxin. Carcinogens are defined as those chemicals listed as known, probable, or possible human carcinogens by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), the U.S. Environmental Protection Agency, or the Occupational Health and Safety Administration. Endocrine Disruptors are defined as those chemicals identified as a priority for research by the European Union as an endocrine disruptor. Chemicals known to cause reproductive toxicity are defined as those listed by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, *et seq.*).

Naturally occurring elements and chlorinated organics, which may be present as a result of chlorination of the water supply, are not considered ingredients if the concentrations are below the applicable maximum contaminant levels in the National Primary Drinking Water Standards found in 40 Code of Federal Regulations (CFR) Part 141.

## **C. Skin and Eye Irritation**

The *undiluted* product shall not be corrosive to the skin or eyes. Dispensing-system concentrates shall be tested as used. The undiluted cleaning product shall not be corrosive to the skin, as tested using the Human Skin Construct systems (Liebsch et al. 2000; Fentem et al. 1998). The undiluted cleaning product shall also not be corrosive to the eye as tested using the bovine opacity and permeability test (BCOP) (Sina et al. 1995) after a 10-minute exposure. Other peer-reviewed or standard in vitro or in vivo test methods demonstrating that the product mixture is not corrosive will also be acceptable.

To minimize potential for dermal and eye irritation or injury, product pH should be  $\geq 2$  and  $\leq 12.5$ .

For Floor finishes and strippers, if the pH of the product exceeds 11.5, the whole product shall be tested for corrosiveness. The pH shall be measured using a pH meter and Method 9040 in Test Methods for Evaluating Solid Waste, Physical/Chemical methods, EPA publication SW-846.

## **D. Skin Sensitization**

The *undiluted* product shall not be a skin sensitizer, as tested by the Organization for Economic Cooperation and Development (OECD) Guidelines for Testing Chemicals, Section 406. Dispensing-system concentrates shall be tested as used. The results of other standard test methods, such as those described in Buehler (1994) or Magnusson and Kligman (1969), will be acceptable as proof that the product or its ingredients are not skin sensitizers.

## **E. Combustibility**

The *undiluted* product shall not be combustible. The product or 99% by volume of the product ingredients shall have a flashpoint above 150 °F, as tested using either the Cleveland Open Cup Tester (ASTM D92-97) or a closed-cup method International Standards Organization (ISO) 13736 or ISO 2719. Alternatively, the product shall not sustain a flame when tested using ASTM D 4206.

## F. Photochemical Smog, Tropospheric Ozone Production, and Indoor Air Quality

The product *as used* shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor-air quality. The volatile organic content of the product as used shall not exceed the following

- 0.1% by weight for dilutable carpet cleaners
- 1% by weight for general-purpose and bathroom cleaners
- 3% by weight for glass cleaners
- 3% by weight for ready-to-use carpet cleaners
- 7% by weight for floor finishes
- 3% by weight for strippers at the greatest recommended amount of dilution
- 7% by weight for strippers for the least recommended amount of dilution
- 10% for non-resilient floor finishes

The volatile organic content shall be determined by California Air Resources Board Method 310.

## G. Toxicity to Aquatic Life

The product *as used* shall not be toxic to aquatic life. A compound is considered not toxic to aquatic life if it meets one or more of the following criteria:

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

For purposes of demonstrating compliance with this requirement, aquatic toxicity testing is not required if sufficient aquatic toxicity data exist for each of the product's ingredients to demonstrate that the product mixture complies. Aquatic toxicity tests shall follow the appropriate protocols in ISO 7346.2 for fish and in 40 CFR 797, Subpart B for other aquatic organisms.

### Floor Finishes

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

Or

LC<sub>50</sub> 48hr daphnia > 10 mg/L

### Floor Strippers

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

Or

EC<sub>50</sub> Luminescent bacteria > 10 mg/L

## H. Aquatic Biodegradability

Each of the organic ingredients in the product *as used* shall exhibit ready biodegradability in accordance with the OECD definition except for a Federal Insecticide Fungicide and

Rodenticide Act (FIFRA) -registered ingredient in a bathroom cleaner and the polymer portion of a carpet cleaner, and the polymer, wax, and /or resin portion of floor finish.. However, all other ingredients in a FIFRA-registered bathroom cleaner or carpet cleaner must comply. Biodegradability shall be measured by one of the following methods: OECD TG 301A-F, ISO 9439 Carbon dioxide (CO<sub>2</sub>) evolution test, ISO 10708 (two phased close bottle test), ISO 10707 (closed bottle test), or ISO 7827 (dissolved organic carbon removal). Specifically, within a 28-day test, the ingredient shall meet one of the following criteria within 10 days of the time when biodegradation first reaches 10%:

Removal of dissolved organic carbon (DOC) > 70% Biological oxygen demand (BOD) > 60% % of BOD of theoretical oxygen demand (ThOD) > 60% % CO<sub>2</sub> evolution of theoretical > 60%

For organic ingredients that do not exhibit ready biodegradability in these tests, the manufacturer may demonstrate biodegradability in sewage treatment plants using the Coupled Units Test found in OECD 303A by demonstrating dissolved organic carbon (DOC) removal > 90%.

Testing is not required for any industrial ingredient for which sufficient information exists concerning its biodegradability, either in peer-reviewed literature or databases or proving that the ingredient was tested in accordance with standard test procedures by way of example OECD.

Or

All organic ingredients must be readily biodegradable  
(Interpretation note: the polymer and wax /resin portions are excluded from this requirement but the exception does not extend to the surfactants found in polymer packages)

#### **I. Eutrophication**

The product *as used* shall not contain more than 0.5% by weight of total phosphorus.

#### **J. Concentrates**

The product must be a concentrate, except for FIFRA-registered bathroom cleaners and absorbent compound carpet cleaners.

#### **K. Fragrances**

Manufacturers shall identify any fragrances under the heading of composition (ingredients) on their Material Safety Data Sheets (MSDS). Any ingredient added to a product as a fragrance must follow the Code of Practice of the International Fragrance Association.

#### **L. Prohibited Ingredients**

The product shall not contain the following ingredients:

- Alkylphenol ethoxylates (nonylphenol, octylphenol and their ethoxylates)
- Dibutyl phthalate

- Heavy metals including arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium
- Ozone-depleting compounds
- Optical brighteners
- Aromatic solvents
- Halogenated solvents
- The following ethylene glycol ethers or their acetates:
  - ethylene glycol monomethyl ether/methoxyethanol,
  - ethylene glycol monoethyl ether/ ethoxyethanol,
  - ethylene glycol monobutyl ether/ butoxyethanol, and
  - ethylene glycol monopropyl ether /propoxyethanol
- Ethylene diaminetetracetic acid, ethylene dinitrilotetracetic acid, nitrilotriacetic acid or the salts of these compounds
- If formulated or manufactured with dyes, only contain food grade dyes that comprise no more than 0.1% by weight of the total, undiluted formulation

#### **M. Product-Specific Prohibited Ingredients**

##### *Bathroom Cleaner*

- Sodium or calcium hypochlorite (e.g., bleach);
- Quaternary ammonium compounds;
- If formulated or manufactured with rheology modifiers (thickeners), then only food grade modifiers are permitted (e.g., xantham gum, hydroxypropyl cellulose)

##### Floor –Care Products

- Not to be formulated or manufactured with zinc
- Not be formulated or manufactured with isocyanate or polymers of urethane
- Not be formulated or manufactured with polymers with a residual content of free un polymerized monomers of more than 50 ppm.
- If sold as a stripper, not be formulated or manufactured with ammonia
- Not be formulated or manufactured with perfluorooctane sulfonates
- Not be formulated or manufactured with more than 150 ppm of fluorinated surfactants

Note: there is no restriction on short chain (C<4) fluorosurfactants

### 3.5 PACKAGING

The primary package shall be recyclable. Alternatively, manufacturers may provide for returning and refilling of their packages. An exception may be made for lightweight flexible packaging (e.g., pouches or bags) that represent a significant reduction in material use when compared with rigid packaging. The product must not be packaged in chlorinated plastic materials, and must not be manufactured or formulated with propellants; and cannot be offered to the State in a disposable wipe format.

- All chemicals shall be packaged in commercial containers of the type and kind commonly used for this purpose, and to be constructed as to insure acceptance and safe delivery.

- Net weight or net volume of contents shall appear on each and every container: case, bottle or bag shipped to any Using Agency including Cooperative Purchasing participants.
- The container shall furnish various chemicals packed in container: case, bottle or bag that shall have the following markings.

**Brand Name**  
**Name of Products**  
**Quantity of Contents**  
**Directions for use including recommended use dilution**

### 3.6 LABELING

The manufacturer's label shall clearly and prominently state whether dilution with water from the cold tap is recommended and shall state the recommended level of dilution. Carpet cleaner labels shall specify the use of cold water for products that do not suffer significant performance degradation in cold water. The manufacturer shall also include detailed instructions for proper use and disposal and for the use of personal protective equipment.

Whenever the Green Seal certification mark appears on a package, the package shall contain a description of the basis for certification. The description shall be in a location, style, and typeface that are easily readable. Unless otherwise approved in writing by Green Seal, the description shall read as follows:

“This product meets Green Seal’s environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.”

For FIFRA-registered bathroom cleaners, replace “toxicity” with the word “impacts”.

This Standard neither modifies nor supersedes government labeling requirements.

### 3.7 TRAINING

The contractor shall provide substantial training on the proper use of its product line to all State agency users including Cooperative Purchasing participants. The contractor must provide mandatory training to all State Agencies and Cooperative Purchasing Program participants institutions located within the State. This training shall consist of at least one (1) on-site training session which would include a step-by-step instructions for proper dilution, use, disposal and operation of dispensing equipment, as well as precautions to be taken in case of spills and or accidents.

The contractor or any State Using Agency, and Cooperative Purchasing Program participant, who wish to procure items covered under this contract, can request a training session to be scheduled at their respective location/s. The contractor must schedule requested training within fifteen (15) days from date of such request. Failure to do may result in the cancellation of the contract. The contractor must also be available to any using agency as well as Cooperative Purchasing Program participant to provide follow up training within five (5) days of either verbal

or written request by the agency or Cooperative Purchasing Program participant during the term of the contract. All training will be provided at no cost to the State Using Agencies including Cooperative Purchasing Program participants.

### **3.8 DOCUMENTATION**

The bidder should submit at least one of the certifications listed below for each product item bid, with its bid proposal. If the same is not submitted with its bid proposal, the State mandates the required submission be made within seven (7) days of either oral or written notification by the State. Failure to comply within this time frame will result in the rejection of its bid proposal for that product item only.

- i. A Green Seal certification (GS-37) for each of the products bid or
- ii. Environmental Choice Certification (CCD-146) or
- iii. Proof of recognition by US Environmental Protection Agency's (EPA) by Design for the Environment (DfE) for each product that carries the DfE logo or
- iv. Green Seal (GS-40) Certification or
- v. Environmental Choice Certification (CCD-147)

**The contractor must supply proof of annual certification for its product. Failure to do so may result in the rejection of his product item which lacks annual certification.**

### **3.9 (A) DILUTION RATIOS:**

The bidder's product must comply with the dilution ratios as specified on each price line. Any alternative dilution ratio offered will result in the rejection of its bid proposal for that price line item only.

### **3.9 (B) PACKAGING:**

No alternate packaging will be accepted other than that specified on each price line. Any alternate packaging offered will result in the rejection of the bid proposal for that line item only.

### **3.10 DELIVERY REQUIREMENTS FOR STATE DISTRIBUTION AND SUPPORT SERVICES (DSS ONLY) (PRICING LINES 00001 TO 00005)**

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

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

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

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

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

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

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

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

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

3.10.6.3 Pallet exchange is available.

3.10.6.4 Segregation of product is required.

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

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

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

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

3.10.7 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may migrate into the product or the product packaging rendering the product unsaleable. Presence of any of these conditions will be cause for complete rejection of the delivery. In such event, DSS may avail itself of the remedy afforded it under Section 5.6.



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

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

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

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

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

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

Contents (industry standard item description)  
State contract number

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

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

### 3.11 DELIVERY

Delivery is required a minimum of fifteen (15) days from receipt of order.

### 3.12 REFERENCES

1. Liebsch M, Traue D, Barrabas C, Spielmann H, Uphill P, Wilkins S, McPherson JP, Wiemann C, Kaufmann T, Remmele M, Holzhutter HG.  
The ECVAM prevalidation study on the use of EpiDerm for skin corrosivity testing.  
ATLA-Alternatives to Laboratory Animals 28:371-401 (2000).  
ISSN: 0261-1929
2. Fentem, JH, Archer GEB, Balls M, Botham PA, Curren RD, Earl LK, Esdaile DJ, Holzhutter H-G, Liebsch M.  
The ECVAM international validation study on in vitro tests for skin corrosivity. 2. Results and evaluation by the management team.  
Toxicology In Vitro (1998) 12:483-524  
ISSN: 0887-2333
3. Sina JF, Galer DM, Sussman RG, Gautheron PD, Sargent EV, Leong B, Shah PV, Curren RD, Miller K.  
A collaborative evaluation of seven alternatives to the Draize eye irritation test using pharmaceutical intermediates.  
Fundam Appl Toxicol. 1995 June 26(1):20-31.
4. Magnusson B, Kligman AM.  
The identification of contact allergens by animal assay. The guinea pig maximization test.  
Journal of Investigative Dermatology. 1969 Mar;52(3):268-76.
5. Buehler EV  
Hill Top Biolabs, Inc., Cincinnati, OH 45242.  
Occlusive patch method for skin sensitization in guinea pigs: the Buehler method.  
Food and Chemical Toxicology. 1994 Feb;32(2):97-101.

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

### **4.1 GENERAL**

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

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

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

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

### **4.3 NUMBER OF BID PROPOSAL COPIES**

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **three (3) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 BID PROPOSAL CONTENT**

#### **4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL**

##### **4.4.1.1 SIGNATORY PAGE**

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

#### 4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.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/07-X-39506.shtml>.

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

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

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>.

#### 4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

##### 4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>.

##### 4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>.

#### 4.4.4 SUBMITTALS

The bidder should submit the following documents along with its bid proposal for each item bid.

- a. Certifications for each product item bid as required per section 3.8 of this RFP.

If the above documentation is not received with bidder(s) bid proposal, the State mandates the required submission to be made within seven (7) days from either verbal or written notification by the State. **Failure to comply within this timeframe will result in the rejection of its bid proposal for that product only.**

#### 4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

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

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>.

#### 4.4.4.2 SAMPLES/SAMPLE TESTING

If requested samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for **pricing lines 00001- 00018** for evaluation and testing purposes are to be made available at no charge and delivered to DSS, Quality Unit, at the bidder's expense. The bidder must, within five (5) working days following a request from the State, submit bid samples to the DSS, Quality Assurance Unit, 1620 Stuyvesant Avenue, Trenton, NJ 08625 Attn: Kevin Ryan. Bid samples will not be returned. The Quality Assurance Unit will conduct laboratory tests to assure that the bid samples submitted for price lines **00001- 00018** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines **00001 and 00018**. The testing results of the State are final.

#### 4.4.4.3 DISCLOSURE OF PRODUCT COMPOSITION

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

#### 4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

**Upon request**, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder

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

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

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

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

#### **4.4.6 PRICING**

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

#### **4.4.7 COOPERATIVE PURCHASING**

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

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

- a) The bidder may choose to bid on any one or more price line items listed on the RFP.
- b) For each price line item bid the bidder must provide all information listed on the price line including certification required, as specified in section 3.8 of this RFP.
- d) It is important to note that price line items 00001 to 00005 require bulk delivery of products to the State's Distribution and Support Services (DSS) and price line items 00006 to 00018 require Statewide Delivery to all State agencies including Cooperative Purchasing Program participant locations, at no additional cost.

**IMPORTANT NOTE:**

Bidder's should note that they can either agree or disagree to extend State contract terms to Cooperative Purchasing Program participants, which include Quasi-State Agencies, Counties, Municipalities, School Districts, County Colleges, State Colleges, Volunteer Fire Departments, Volunteer First Aid Squads and Rescue Squads, by completing "Cooperative Purchasing Form" included as an attachment with the Request for Proposal (RFP). If bidders agree to extend their prices, terms and conditions to Cooperative Purchasing Program participants, they will **NOT** be permitted to sell directly to these entities if awarded a contract for products corresponding to price lines 00001 to 00005 of this RFP. They will, however, be permitted to sell directly products corresponding to price lines 00006 to 00018 if awarded a contract for same.

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

### 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.

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

### 5.2 CONTRACT TERM AND EXTENSION OPTION

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

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>.

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

### 5.3 CONTRACT TRANSITION

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

### 5.4 CONTRACT AMENDMENT

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

### 5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.



- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.
- c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

## **5.6 ITEMS ORDERED AND DELIVERED**

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

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

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

## **5.8 MANUFACTURING/PACKAGING REQUIREMENTS**

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

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

5.8.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to ensure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton.

Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## 5.9 CLAIMS

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

## 5.10 DISCLOSURE OF PRODUCT COMPOSITION

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

## 5.11 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07-X-39506.shtml>,

contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

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

6.1.1 Price

6.1.2 Experience of the bidder

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

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

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

Prior to contract award and with the exception of scheduling a review of submitted bids, 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 with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

### **6.3 BID DISCREPANCIES**

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.

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

## **7.0 CONTRACT AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

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

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

##### **7.1.1.1 DEFINITIONS**

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

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

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

##### **7.1.1.2 BREACH OF TERMS OF THE LEGISLATION**

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

intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

#### 7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

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

#### 7.1.1.4 STATE TREASURER REVIEW

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

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is

necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## 7.2 FINAL CONTRACT AWARD

Line item awards shall be made with reasonable promptness by written notice to those responsible bidder(s), whose bid proposal(s), 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 to do so.

## 7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.