

# Request for Proposal 08-X-39843

**For:** Cookies, Crackers & Dry Snacks, Statewide;  
Multi Year- Tied to Producer Price Index

Event	Date	Time
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFP Section 1.3.1</a> for more information.)	02/01/08	5:00 PM
<b>Mandatory Pre-bid Conference</b>	N/A	N/A
<b>Mandatory Site Visit</b>	N/A	N/A
<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.2</a> for more information.)	02/15/08	2:00 PM

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

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

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

Various State Using Agencies

State of New Jersey  
Cooperative Purchasing Members

Date: January 10, 2008

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## **NOTICE TO BIDDERS**

### **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 the final determinant 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 NJ/CNA 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 multiple State Agencies and Cooperative Purchasing Program members. The purpose of this RFP is to solicit bid proposals for Cookies, Crackers and Dry Snacks, Statewide; Multi Year- Tied to the Producer Price Index.

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

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

### **1.2 BACKGROUND**

This is a reprourement of the FOOD: Cookies, Crackers and Snack Foods term contract, presently due to expire on **March 14, 2008**. Additional items solicited are those snack related items from the FOODS: Specialty Items-Spring, Statewide term contract awards that (have been extended and) are also presently due to expire on **March 14, 2008**. There are new snack items that have been added to this term contract for which no pricing or purchasing history is available. Limited usage information, for the past year, is included in Section 3.12 of this RFP and reflects only State agency purchases (where available). The bidders who are interested in the current contract specifications and pricing information for the related commodities may review the current contracts (Enter T #T0013 and/or #T1518) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

### **1.3 KEY EVENTS**

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

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

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

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

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

### **1.3.2 SUBMISSION OF BID PROPOSAL**

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

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

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

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

Procedural inquiries on this RFP may be directed to [RFP.procedures@treas.state.nj.us](mailto:RFP.procedures@treas.state.nj.us). This e-mail address may also be used to submit requests to review bid documents. The State will not respond to substantive questions related to the RFP or any other contract via this e-mail address.

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

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 ADDENDA: REVISIONS TO THIS RFP**

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

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

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

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

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

#### **1.4.2 BIDDER RESPONSIBILITY**

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

#### **1.4.3 COST LIABILITY**

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

#### **1.4.4 CONTENTS OF BID PROPOSAL**

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

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

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

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

#### **1.4.5 PRICE ALTERATION**

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

#### **1.4.6 BID ERRORS**

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

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

If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the

proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division's Contract Compliance and Audit Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

#### **1.4.7 JOINT VENTURE**

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

### **2.0 DEFINITIONS**

#### **2.1 GENERAL DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**State** - State of New Jersey

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

## **2.2 CONTRACT SPECIFIC DEFINITIONS**

**AMS**- Agricultural Marketing Service available at: <http://www.ams.usda.gov/>.

**AOAC Methods of Analysis**- One of the three methods validation programs promulgated by the Association of Analytical Communities (AOAC). Go to <http://www.aoac.org> for additional information.

**A.R.O.**- After Receipt of Order

**ASTM**- American Society for Testing and Materials standards available at: [www.astm.org](http://www.astm.org).

**“Bidder’s Suggested Brand/Label”**- The State is requesting that the Bidder provide a product meeting or exceeding the nutritional components and salient characteristics as stated in the commodity description. Further the State seeks products package as noted in the commodity description. The nutritional information is required to be submitted and samples will be required as noted.

**Bovine Spongiform Encephalopathy (BSE)** - Mad Cow Disease; a cattle disease causing the brain to waste away. Beef from infected cattle causes the new variant Creutzfeldt-Jakob disease (vCJD) [a related brain-wasting disease] in human consumers.

**Campylobacter jejuni**- The leading cause of bacterial diarrhea. Contaminates raw chicken and milk. The bacteria are often carried by healthy cattle and by flies on farms.

**Caryopsis**- the starchy endosperm, germ and bran anatomical components of the grain.

**Cereal Grains**- May include amaranth, barley, buckwheat, bulgar, corn, millet, quinoa, rice, rye, sorghum, teff, triticale, wheat, and wild rice.

**CID-** Commercial Item Description. Product offered must meet or exceed the salient characteristics of the noted CID and, in addition, be compliant with the requests of the State.

**Code of Federal Regulations-** a.k.a.--CFR, the codification of general and permanent rules published in the Federal Registrar by the executive departments and agencies of the Federal Government.

**Contaminant-** A physical, chemical or biological substance which is available at a level so high as to have a correlated deleterious effect on human and/or animal and /or the environment's health.

**Country of Origin Labeling- [COOL]-** Perishable agricultural commodities labeled to identify the country in which they were produced.

**Dry Storage-** Includes non-perishable groceries such as canned goods, dry pastas, rice, and condiments.

**E-coli-** Escherichia Coli; bacteria that causes food poisoning [sometimes fatal] in human consumers.

**Equivalent/equivalency/equal-** Product having equal salient characteristics as product/brand listed in description. Proof of equivalency may be obtained through sample testing, literature, certification or other means as determined by the State.

**Fat Guidelines-** As set by the FDA,

Lite or Light; as per 21 CFR § 101.56 (b): If 50% or more of the calories are typically from fat, fat must be reduced by 50% or calories must be reduced by at least 1/3 of the referenced serving amount.

Reduced Fat; as per 21 CFR § 101.62: The terms "reduced fat," "reduced in fat," "fat reduced," "less fat," "lower fat," or "lower in fat" The food contains at least 25 percent less fat per reference amount customarily consumed than an appropriate reference food

Low Fat; as per 21 CFR § 101.62: The product contains 3 g or less of total fat per 100 g and not more than 30 percent of calories from fat. The food has a reference amount customarily consumed greater than 30 g or greater than 2 tablespoons and contains 3 g or less of fat per reference amount customarily consumed; or the food has a reference amount customarily consumed of 30 g or less or 2 tablespoons or less and contains 3 g or less of fat per reference amount customarily consumed and per 50 g of food.

Fat Free; as per 21 CFR § 101.62: The terms "fat free," "free of fat," "no fat," "zero fat," "without fat," "negligible source of fat," or "dietarily insignificant source of fat" or, in the case of milk products, "skim" may be used on the label or in labeling of foods, provided that the food contains less than 0.5 gram (g) of fat per reference amount customarily consumed and per labeled serving or, in the case of a meal product or main dish product, less than 0.5 g of fat per labeled serving; and the food contains no added ingredient that is a fat or is generally understood by consumers to contain fat unless the listing of the ingredient in the ingredient statement is followed by an asterisk that refers to the statement below the list of ingredients, which states "adds a trivial amount of fat," "adds a negligible amount of fat," or "adds a dietarily insignificant amount of fat;" and the food meets these conditions without the benefit of special processing, alteration, formulation, or reformulation to lower fat content, it is labeled to disclose that fat is not usually present in the food (e.g., "broccoli, a fat free food").

**FGIS-** Federal Grain Inspection Service

**F.O.B.-** Free on Board; the shipment passes from seller to buyer, payment for freight is included in bid price; no freight charges are assessed against buying agency.

**GIPSA-** Grain Inspection, Packers & Stockyards Administration link is at:  
<http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=landing&topic=landing>.

**Grade-** The sum of the characteristics, including but not limited to the quality and condition of the commodity at the time of grading.

**Graham flour-** An alternative name for whole wheat flour per FDA 21 CFR Part 137; (§ 137.200).

**Groceries: Non-Perishable-** Canned goods, individually packaged condiments, spices, etc.

**HAACP-** Hazard Analysis Critical Control Point is a systematic approach to the identification, evaluation, and control of product safety hazards that are a biological, chemical, or physical agent that is reasonably likely to cause illness or injury in the absence of its control. This information is available at: <http://www.cfsan.fda.gov/~lrd/haccp.html>.

**Lysteria monocytogenes-** found in such foods as milk, cheeses (particularly soft-ripened varieties), ice cream, raw vegetables, fermented raw-meat sausages, raw and cooked poultry, raw meats (all types), and raw and smoked fish. Its can grow at temperatures as low as 3°C.

**Microbial Food Safety Hazards-** Cause contamination of fresh produce and cause illness. May be caused by produce handler's health and hygiene, sanitary condition of field, facility, transportation containers, post-harvest water, fertilizer, manure or other

**NTE-** Not To Exceed, the sodium level, fat content or other salient characteristic as specified.

**Port of Origin-** International shipping terminology. The location in which a good is manufactured or produced. The location at which a shipment is received by a transportation line from the shipper.

**Producer Price Index-** A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <http://www.bls.gov/ppi>. Posted "preliminary figures" will be used to project pricelist revisions every six months for the contract term and any extensions thereof. A brief explanation of how to access this information follows:

**Current (01/08) DATA extraction:**

At the PPI homepage, scroll down to the heading Get detailed PPI Statistics  
Select the second bulleted sub-heading Create Customized Tables (one screen)  
Choosing the top link: Industry Data .

From the new screen that displays.

*i.) Select an Industry* such as 311821 Cookie & Cracker manufacturing or 311911 Roasted Nuts & Peanut Butter Manufacturing, etc, as well as

*ii.) Select one or more Products* that are subcategories of the selected Industry, such as 311821-31185141 Sandwich Cookies or 311911-31191113 All Other Packaged Nuts & Seeds. Your subcategory selection(s) will pool together the BLS data on file.

You can refine this data further by clicking at the arrow:

More Formatting Options —▶

This will bring you to a new page display ---enabling you to sort out much of the data not needed.

The “Original Data Value” and the “12 Months Percent Change” should be checked off with the **Specify year range** set manually by the bidder/contractor to reflect the months in review. If chosen, graphs can also be displayed.

**QPL-Qualified Product List:** QPL is a list of products that, (because of the length of time required for analysis and evaluation), have been researched and/or tested in advance of procurement to determine which suppliers, model number or brand names [of goods or products] comply with the specification needs. Vendors may submit products for consideration for inclusion as a QPL item for **future** bidding opportunities subsequent to the receipt of bids. For the current bid received, only offerings matching the requested QPL will be considered responsive.

**Conversely:**

*If a manufacturer's previously approved brand and item is found to not meet standards during the course of the contract, that manufacturer's brand will automatically be removed from the approved brands list of the next RFP and the contract may be cancelled if another approved brand (QPL) cannot be supplied.. Per section 4.4.4.2 (Samples/Sample Testing) of the RFP, approved brands may be tested to determine compliance with technical specifications. If an approved brand is tested and found to not (no longer) meet technical specifications, the bid proposal for the affected item will be rejected. That manufacturer will not be permitted to submit any future samples (for testing and possible brand approval) for a period of six months after the end of the current contract.*

**Salmonella-** Food-borne bacteria that causes food poisoning in humans.

**Sample-** Samples, when requested: The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid, including, but not limited to the packaging and nutritional labeling representative of the product bid.

**Sodium Guidelines-** As set by the FDA, as per 21 CFR § 101.61:

Sodium Free – less than 5 milligrams of sodium per serving

Very low-sodium – 35 milligrams or less per serving

Low-sodium – 140 milligrams or less per serving

Reduced sodium – usual sodium level for product is reduced by 25%

Unsalted, no salt added or without added salt – made without the salt that is normally added, but product still contains the sodium that is a natural part of the product itself.

The USDA/FDA state that a food that has the claim “healthy”, must not exceed 360 mg of sodium per the referenced serving. “Meal type” products must not exceed 480 mg of sodium per referenced serving.

**SRMs-** Specified Risk Materials; Specified Risk Materials are inedible and cannot be used in human food.

In cattle 30 months and older they include the Brain, Skull, Eyes, Trigeminal ganglia, Spinal cord Dorsal root ganglia (DRG), Vertebral column excluding Vertebrae of the tail, Transverse process of the thoracic and lumbar vertebrae, and the Wings of the sacrum.

In all cattle, regardless of age, they include the Tonsils and Distal ileum of the small intestine. *Only the distal ileum is a Specified Risk Material, but the entire small intestine must be removed and not used for human food.*

**USDA-** United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. Information available at [www.usda.gov](http://www.usda.gov).

**Vomitoxin- DON-** Deoxynivalenol is a mycotoxin that may be produced in wheat or barley grain when wet weather occurs during the flowering and grain filling stages of plant development. Indicated by a high level of scabby kernels. FGIS specifies that flour, for human consumption, shall not contain in excess of one (1) ppm (part per million).

**Whole Grain-** The Cereal Grains that consist of the intact, ground, cracked or flaked caryopsis part of the grain in the same relative proportions as available in the unadulterated/whole caryopsis.

**Whole Wheat Flour-** FDA established standards of identity as found in 21 CFR Part 137, requiring specified whole wheat grains (§ 137.200).

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

#### **3.1 ESTIMATED QUANTITIES**

Quantities of product items will vary across items and by the individual using agencies based upon their specific food service and other program needs. This RFP limits minimum orders to ten cases per vendor of an aggregate of all varieties a vendor is offering so that smaller using agencies can utilize this term contract. The State will be obligated only for those quantities on orders issued as a result of this contract. All deliveries will be made to the Using Agencies, A.R.O., F.O.B. destination into the Using (ordering) Agency's store room for dry good storage.

NOTE: The ability to have delivery of product and service provided to the smaller using agencies/programs (30 clients) as well as the large institutions is required. Transportation cost for the ten case minimum shall be factored into the vendor's prices that are offered in response to this RFP. A fifteen (15) calendar day ARO is sought as the maximum wherever feasible. ARO F.O.B. shall not exceed twenty-one (21) calendar days.

Included, within Section 3.2.2 below, are tables that closely reflect the number of consumers at several of the State's Using Agencies that may choose to order the items awarded by contract in connection with this RFP. **Prices provided by bidders in response to this RFP and then contracted may be used to determine future menus.**

NOTE: In the event of an unforeseen emergency, Agencies may request an increase in delivery frequency.

**DELIVERY CHARGES TO ALL USING AGENCIES ARE INCLUDED IN THE BID PROPOSAL.**

#### **3.2 VENDORS' TRANSPORT REQUIREMENTS**

Product shall be transported in a climate-controlled transportation container regulated to keep the item(s) in good condition, and in accordance with the current US Department of Agriculture and/or US Food and Drug Administration (FDA) food code guidelines and food handling practices during all stages of processing, distribution and storage. If a refrigerated vehicle is used to transport the product, the refrigeration system condensation shall not come in contact with the product.

### **3.2.1 REFRIGERATION/TEMPERATURE CONTROL**

Product temperature FOR EACH LINE ITEM must be maintained in accordance with the current Food and Drug Administration (FDA) Food Code during all stages of processing and storage.

*Although the awarded contracts are for shelf stable snacks and baked goods:*

All products offered as meeting the specification requirements must arrive at the Using Agency/ program in pristine packaging and delivery containers with the product(s) delivered in excellent condition. The storage/warehouse facility's fleet vehicles (delivery containers) shall be free from any unsanitary condition caused by the presence of harmful microorganisms, Specified Risk Materials or chemical residues, or filth that could adulterate, cross contaminate and diminish the quality of the product/food.

*The finding of any evidence of deterioration: due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution or transport resulting in cross contamination including contamination from non-processed products during storage, distribution or transport shall be unacceptable and shall be sufficient cause for the refusal by the Using Agency of the flawed/damaged product.*

### **3.2.2 USING AGENCIES: SITES AND DELIVERY INFORMATION**

**Contractor carrier personnel shall be subject to and shall comply with all security regulations and procedures for all delivery sites. This may include body and vehicle searches for contraband.**

Listed below are a sampling of the participating agencies, the counties and the number of consumers (#) in each facility:

#### **HUMAN SERVICES**

<b>State Agency County</b>	<b>#</b>	<b>Facility Address City, State, Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>
<b>Ancora Psychiatric Hospital</b> Camden County	619	202 Spring Garden Road Ancora, NJ 08037-9699	609 561-1700	609 567-7397
<b>Arthur Brisbane Child Treatment Center</b> Monmouth County	30	Allaire, Rd Farmingdale, NJ 07727	908-938-5061	908-938-9202
<b>Camp Marcella; NJ State Camp for Blind Children</b> Morris County	80 Jun- Aug	27 Durham Road Rockaway 07866	973-627-1996 973-648-3126	973-648-7364
<b>G.W. Hagedorn Center For Geriatrics</b> Hunterdon County	181	200 Sanitorium Rd Glen Gardener, NJ 08826	908-537-2141 EXT 2224	908-537-3149
<b>Green Brook Regional Center</b> Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373
<b>Greystone Park Psychiatric Hospital</b> Morris County	646	Koch Av (#59—New facility) Morris Plains, NJ 07950 Off Koch Rd*** (Between W. Hanover Ave And Old Dover Rd)	973-538-1800 EXT 4309	973-538-1053
<b>Hunterdon Developmental Center</b> Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809-4003	908-735-4031	
<b>J. Kohn Rehabilitation Center &amp; Irving J. Kruger Residence</b> Middlesex County	24 +	130 Livingston Av New Brunswick 08901	732-937-6363	732-247-6628

<b>New Lisbon Developmental Center</b> Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
<b>North Jersey Development Center</b> Passaic County	445	Minnisink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
<b>Trenton Psychiatric Hospital</b> Mercer County	317	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
<b>Forensic - Part of Trenton Psychiatric</b> Mercer County	129	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
<b>Vineland Developmental Center</b> Cumberland County	545	1676 East Landis Avenue Vineland, NJ 08360	856-696-6000 856-696-6107	856-794-5899
<b>Woodbine Developmental Center</b> Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
<b>Woodbridge Developmental Center</b> Middlesex County	613	Rahway Avenue Woodridge, NJ 07095	732-815-4880	
<b>Vineland Residential Center</b> Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	856-696-6115	856-696-6620
<b>Ewing Residential Center</b> Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-530-3350	

*\*\*\*Greystone Park Psychiatric Hospital's new facility is slated to open for residential treatment on or about March 15, 2008. The awarded contractor must be flexible to the delivery needs and to the relocation of the foodservice operation during the program's transition from its existing facilities to its new facility.*

## MILITARY AND VETERANS AFFAIRS

State Agency & County	#	Facility Address City, State, Zip Code	Phone Number	Fax Number
<b>Veterans Memorial Home</b> VINELAND/Cumberland County	280	524 North West Blvd Vineland, NJ 08360-2895	856-405-4200	856-696-6885
<b>Veterans Memorial Home</b> MENLO PARK/Middlesex County	332	132 Evergreen Road Edison, NJ 08818-3013	732-452-4100	732-603-3016
<b>Veterans Memorial Home</b> PARAMUS/Bergen County	336	1 Veterans Drive Paramus, NJ 07653-0608	201-634-8200	201-967-8658

## EDUCATION

<b>Katzenbach School for the Deaf</b> Mercer County	230	320 Sullivan Way West Trenton, NJ 08628	609-530-3117	609-530-5791
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Deliveries to the Marie H. Katzenbach School for the Deaf are available Monday through Friday morning. This facility hosts year-round daytime and residential educational programs (Mondays through Fridays) with a limited number of facility closings. Information regarding the school calendar or closings due to inclement weather can be accessed via the web at: <http://www.mksd.org/>.

## DEPARTMENT OF CHILDREN & FAMILIES

State Agency & County	Facility Address	Phone Number	Fax Number
<b>Dept of Children &amp; Families Regional School</b> Essex County Campus	395-397 No. 5 <sup>th</sup> St Newark, NJ 07101	973-648-4333	973-648-4254

<b>Independence High School</b> Essex County	15 Smalley Terrace Irvington, NJ 07111	973-372-4473	973-372-3324
<b>Dept of Children &amp; Families Regional School</b> Bergen County Campus	374 E. Ridgewood Ave. Paramus, NJ 07652	201-261-6231	201-261-2180
<b>Dept of Children &amp; Families Regional School</b> Hudson County Campus	40 Millridge Rd Secaucus, NJ	201-865-4913	201-865-9434
<b>Dept of Children &amp; Families Regional School</b> Morris County Campus	15 Jean St. Morristown, NJ 07960	973-631-6410	973-631-6415
<b>Dept of Children &amp; Families Regional School</b> Passaic County Campus	160 Minnisink Rd. Totowa, NJ 07512	973-256-3337	973-256-7431
<b>Dept of Children &amp; Families Regional School</b> <b>Wanaque Campus—Passaic County</b>	1433 Ringwood Ave. Haskell, NJ 07420	973-839-1909	973-839-3889
<b>Dept of Children &amp; Families Regional School</b> Union County Campus	1524 Terrill Rd. Scotch Plains, NJ 07076	908-322-1641	908-322-9455
<b>Dept of Children &amp; Families Regional School</b> Warren County Campus	540 Rt. 57E Port Murray, NJ 07865	908-689-4650	908-689-1017
<b>Dept of Children &amp; Families Regional School</b> Burlington County Campus	704 Woodlane Rd. Mt. Holly, NJ 08060	609-267-7595	609-267-1931
<b>Capital Academy –Lumberton Campus</b> Burlington County	20 Pioneer Blvd. Mount Holly, NJ 08060	609-953-5608	609-953-2416
<b>Klemmer House</b> Burlington County	20 Pioneer Blvd. Mount Holly, NJ 08060	609-261-5600	609-949-7429
<b>Dept of Children &amp; Families Regional School</b> Camden County Campus	210 Evesham Rd. Cherry Hill, NJ 08003	856-696-6830	856-696-6520
<b>(KIT) Kids in Transition, Excel, Insight</b> Camden Virtua Hospital Camden County	1000 Atlantic Ave. Camden, NJ 08104	856-541-9212	856-541-5546
<b>Dept of Children &amp; Families Regional School</b> Mercer County Campus	1600 Stuyvesant Ave. Trenton, NJ 08618	609-530-4242	609-530-3393
<b>Youth Services Center</b> Mercer County	6 Esther Ave. Trenton, NJ 08619	609-530-4142	609-530-4277
<b>Ann Klein Forensic Center</b> Mercer County	Stuyvesant Ave. West Trenton , NJ 08628	609-633-0883	609-633-2817
<b>Dept of Children &amp; Families Regional School</b> Middlesex County Campus	1377 Rahway Ave. Avenel, NJ 07001	732-499-5035	732-499-0294
<b>Dept of Children &amp; Families Regional School</b> Monmouth County Campus	1076 Wayside Rd Ocean, NJ 07712	732-493-4470	732-493-0944
<b>Dept of Children &amp; Families Regional School</b> Somerset County Campus	1600 Brooks Blvd. Hillsborough, NJ 08844	908-704-3060	908-704-3067
<b>Stabilization &amp; Reintegration Program</b> Burlington County <i>(Developmental Center may order for program)</i>	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
<b>Vision Quest</b> Burlington County	108 Route 72 New Lisbon, NJ 08064	609-894-4856	

<b>Dept of Children &amp; Families Regional School</b> Atlantic County Campus	2562 Tinton Rd. Egg HarborTwp. ,NJ 08234	609-645-6748	609-645-3773
<b>Dept of Children &amp; Families Regional School</b> Cape May County Campus	131 Crest Haven Rd. Cape May, NJ 08210	609-463-4870	609-465-4104
<b>Dept of Children &amp; Families Regional School</b> Cumberland County Campus	928 West Sherman Av. Vineland, NJ 08360	856-696-6830	856-696-6520
<b>Dept of Children &amp; Families Regional School</b> Gloucester County Campus	842 Glassboro Rd. Williamstown, NJ 08094	856-629-2400	856-728-5039
<b>Dept of Children &amp; Families Regional School</b> Ocean County Campus	1141 Old Freehold Rd. Toms River, NJ 08753	732-505-4182	732-349-0210

## CORRECTIONS

<b>State Agency &amp; County</b>	<b>#</b>	<b>Facility Address City, State, Zip Code</b>	<b>Phone Number</b>	<b>Fax Number</b>
<b>Adult Diagnostic</b> Middlesex County	679	8 Production Way Avenel, NJ 07001	732-574-2250	732-396-8214
<b>A.C. Wagner Youth Correctional</b> Burlington County	1331	Ward Av. Bordentown, NJ 08505	609-298-0500	609-298-2172
<b>Bayside State Prison</b> Cumberland County	2304	4293 Route 77 Leesburg, NJ 08327	856-785-0040	856-785-0377
<b>Central Reception &amp; Assignment Facility</b> <b>East Jersey State Prison</b> Mercer County	1928	U.S. Rt 1 at Rahway Av Rahway, NJ 07065	732-499-5010	732-499-2078
<b>Edna Mahan Correctional Facility for Women</b> Hunterdon County	1112	30 County Route 513 Clinton, NJ 08809	908-735-7111	908-735-5473
<b>Garden State Youth Correctional Facility</b> Burlington County	1674	Highbridge Road Yardville, NJ 08620	609-298-6300	609-324-9460
<b>Mid-State Correctional Facility</b> Burlington County	638	Range Road Wrightstown, NJ 08562	609-723-4221	609-723-1091
<b>Mountainview Youth Correctional Facility</b> Hunterdon County	1250	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
<b>New Jersey State Prison</b> Mercer County	1955	3 <sup>rd</sup> and Federal Streets Trenton, NJ 08625	609-292-9700	609-777-8366
<b>Northern State Prison</b> Essex County	2648	168 Frontage Road Newark, NJ 07114	973-465-0068	973-274-9113
<b>Riverfront State Prison</b> Camden County	1009	Delaware Av. & Elm St. Camden, NJ 08101	856-225-5700	856-225-5731
<b>Southern State Correctional Facility</b> Cumberland County	1946	4295 Route 47 Delmont, NJ 08314	856-785-1300	856-785-0396
<b>South Woods State Prison</b> Cumberland County	3360	215 South Burlington Rd. Bridgewater, NJ 08302	856-459-7000	856-459-7531
<b>Stabilization &amp; Reintegration Program</b> Burlington County	116	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896

Deliveries to Riverfront State Prison must be made between 8:30 A.M. and 11:30 A.M. Custodial requirements demand adherence to this schedule. The receiving bay can only accommodate vehicles up to 13 feet high. Nothing above that height shall be accepted at Riverfront State Prison.

Deliveries to South Woods State Prison must be made between 7:30 A.M. and 12:30 P.M. Custodial requirements demand adherence to this schedule.

Deliveries to State Prison in Trenton must be made between 8:00 A.M. – 11:00 A.M. and 1:00 P.M. – 3:00 P.M. Custodial requirements demand adherence to this schedule. Deliveries will be accepted at the receiving bay on the Third Street side, Trenton. The empty vehicle cannot exceed 11 feet high and the maximum width must not exceed 10 feet 4 inches.

**Contractors must notify prisons twenty-four (24) hours prior to delivery. Failure to provide this advance notification may cause rejection of the delivery at the contractor's expense.**

### JUVENILE JUSTICE

State Agency & County	#	Facility Address City, State, Zip Code	Phone Number	Fax Number
<b>Albert Elias Residential Community Home</b> Mercer County	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
<b>Atlantic City Day Reporting Program</b> Atlantic County		314 N Pennsylvania Av Atlantic City, NJ 08401	609-344-5545	609-344-4913
<b>Burlington Day Program</b> Burlington County	25	New Lisbon, NJ 08064	609-726-0497	609-726-0361
<b>Camden Community Service Center</b> Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2658	856-614-2670
<b>Campus Program</b> Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
<b>Capitol Transitional Program</b> Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
<b>Costello Prep</b> Camden County	40	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527
<b>Cumberland Day Program</b> Cumberland County	20	10 Washington St Bridgeton, NJ 08302	856-455-1444	856-455-6632
<b>D.O.V.E.S. Residential Community Home</b> Burlington County	12	Bordentown, NJ 08505	609-324-0393	609-324-0955
<b>Elizabeth Day Program</b> Union County	30	208 Commerce Pl.-5 <sup>th</sup> FL Elizabeth, NJ 07201	908-965-2640	908-351-7344
<b>Essex Residential Community Home</b> Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
<b>Fresh Start Residential Community Home</b> Monmouth County	28	Allaire Rd Farmingdale, NJ 07727	732-938-2500	732-938-4678
<b>Green Residential Community Home</b> Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693	973-962-4525
<b>Liberty Park Hudson Day Program</b> Hudson County		30-32 Central Av. Jersey City, NJ 07206	201-217-7135	201-217-7238

<b>Manor Woods Residential Community Home</b> Atlantic County	24	RR #20 Mays Landing, NJ 08330	609-625-1842	609-625-8630
<b>Monmouth Day Program</b> Monmouth County		114 Route 33 Manalapan, NJ 07726	732-577-8509	732-577-1647
<b>Ocean Residential Community Home</b> Monmouth County	30	Game Farm Road Forked River, NJ 08731	609-693-5498	609-693-1854
<b>Pinelands Residential Community Home</b> Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
<b>Southern Residential Community Home</b> Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-2640
<b>Valentine Residential Community Home</b> Burlington County	12	Bordentown, NJ 08505	609-324-0392	609-324-0955
<b>Voorhees Residential Community Home</b> Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4625	908-638-4670
<b>Warren Residential Community Home</b> Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234

In the past, notes provided by some of these agencies include:

Deliveries to Albert Elias Residential Community Home require 24 hour notification and are available Monday/Friday from 7 AM until 12 Noon through the right side entrance.

Deliveries to Atlantic Youth Center are available on Friday from 5 AM until 8 PM through the loading dock.

Deliveries to Costello Prep require 24 hour notification and are available weekdays.

Deliveries to Elizabeth Day Program require 24 hour notice and is available week days 9 AM -12 Noon at the front entrance/elevator.

Deliveries to the Essex Residential Community Home dock require 24 hour notification and are available on Tuesdays from 8AM – 10 AM.

Deliveries to Fresh Start Residential Community Home require 24 hour notification and are available Tuesday, Wednesday and Thursday before 2 PM through the back door off of the kitchen.

Deliveries to the Green Residential Community Home require 24 hour notification and are available from 6 AM until 1 PM through the kitchen entrance abutting the driveway.

Deliveries to Johnstone Campus require 24 hour notification and are available 7 AM until 3:30 PM.

Deliveries to the Liberty Park Hudson Day Program require 24 hour notification and are available weekdays 9 AM – 3 PM.

Deliveries to Monmouth Day Program require 24 hour notification and are available on Thursday from 9 AM until 11 AM through the rear kitchen entrance.

Deliveries to New Jersey Training School for Boys require 24 hour notification and are available on weekdays. Directions to the secure facility are obtained at the gate entrance.

Deliveries to Pinelands Residential Community Home require 24 – 48 hour notification and are available Monday, Thursday and Friday between 7 AM – 3:30 PM through the back porch door or dock.

Deliveries to the Voorhees Residential Community Home are available on Wednesday at the front porch boardwalk.

Deliveries to the Warren Residential Community Home are available on Wednesday/Thursday and must be unloaded in the driveway. Enter from driveway through the kitchen entrance.

### **3.3 PRODUCT QUALITY**

The products provided under this term contract shall be evaluated in accordance with the Code of Federal Regulations and Commercial Item Descriptions (in conjunction with the USDA). USDA /FGIS or USDA/AMS (depending on how it is processed and packaged) shall be the certifying Agency. Certifications shall be presented/supplied at the time of delivery for all products. Point of origin information must be marked on the cases.

All codes and descriptions are accessible via the Internet by searching the **Index of Federal Specifications, Standards and Commercial Item Descriptions (FMR 102-27)** as issued for public use and as authorized by the Federal Property Management Regulations at the following link: <http://apps.fss.gsa.gov/pub/fedspecs> and CIDs may be accessible at <http://www.ams.usda.gov/fqa/cids.htm>.

The following Commercial Item Descriptions (CIDs) are a starting reference, for some of the products sought through this term contract:

*Refer to the price sheets for Type, Style and related information for the following:*

A-A-20286 Crackers

A-A-20195C Snack Foods

A-A-20301A Cereal Treats, Marshmallow

A-A-20212 Fruit Bars

A-A-20245A Granola Bars

A-A-20143A Tortillas, Tortilla Chips, Taco Shells, and Tostada Shells

A-A-20296A Sandwich Crackers

A-A-20164C Nuts, Shelled, Roasted

A-A-20333 Trail Mix

A-A-20295B Cookies

**Nutritional labeling is required on each individual package/packet/pouch and as such must be in full compliance with 21CFR § 101. Additional requirements are as specified in Section 3.0 et al. of the RFP text and the related price sheets attached hereto.**

#### **3.3.1 GENERAL**

Commodity substitution [packaging, variety, size, etc.] outside of the terms of this RFP may result in:

- a.) the removal of the substituted product by the contract awarded vendor(s),
- b.) product replaced with the appropriate commodity by primary vendor within 24 hours or
- c.) replacement by the secondary or an alternate vendor if necessary and
- d.) all additional costs for product substitution incurred by the contracted vendor(s).

Rejection of product shall require:

- a.) the removal of the substituted product by the contract awarded vendor(s),
- b.) product replaced with the appropriate commodity by primary vendor within 24 hours or
- c.) replacement by the secondary or an alternate vendor if necessary and
- d.) all additional costs for product substitution incurred by the contracted vendor(s).

All products offered shall be fresh, latest packed and/or season where applicable, packaged within thirty days of delivery to the Using Agency/program with a thirty day shelf life for soft cake-like items and a minimum six month shelf life for the balance of the items.

### **3.3.2 QPL REQUIRED FOR CONTRACT TERM**

***QPL “product substitutions” are not permitted. Vendor can submit products for consideration and possible future QPL status after the award of contract. Please also refer to the definition in Section 2.2 and Section 4.4.4.2 regarding QPL.***

The QPL offered by each bidder (on their respective price sheet) at the receipt of bids is the specific product that the respective vendor is required to provide for the term of the contract.

*In the event of an emergency, if a contracted specific QPL product is not available to the contracted vendor, the contracted vendor shall, at minimum, receive pre-approval by the Using Agency and the buyer of record to provide only another QPL that is listed herein this RFP and Price Sheet as an approved product.*

QPL substitution shall not be made at the time of delivery.

*Nutritional Information shall be provided upon delivery to the Using Agency when an emergency requires that the vendor provide an alternate QPL listed herein this RFP. Non-emergency QPL product substitution [occurring over a period of thirty (30) days or more], shall be authorized, ONLY after the contractor contacts the buyer of record at the State Purchase Bureau, provides a written request and documents substantiating the need for the QPL substitution, and an Addendum to the contract award is issued.*

Product substitution outside of the terms of this RFP shall result in:

- a.) the removal of the substituted product by the contract awarded vendor,
- b.) replacement with a QPL referenced herein by an alternate vendor and
- c.) all additional costs for product substitution incurred by the contracted vendor.

### **3.4 COMPOSITION AND NUTRITION**

Vendor should submit the **Nutritional Information** for all line items for which they submit offers on, within their proposals. Nutritional data/information may be required prior to award determination and is requested to be **supplied with the Bid proposal.**

***Monosodium glutamate is not permissible as an ingredient in any product sought in this RFP.***

In addition, periodically within the term of the contract, when the Using Agency deems necessary, the vendor may be required to submit nutritional data for any product they supply as a result of a contract award. Upon the State and/or Using Agency’s request, the Vendor shall have **five (5)** business days in which to provide requested nutritional data.

Upon signing the solicitation cover sheet, the bidder affirms that the product(s) for which they have provided the nutritional information/data within their bid proposal are those same products to be delivered during the contract term awarded for the RFP herein.

### **3.4.3 MANUFACTURER'S/DISTRIBUTOR'S NOTES**

The Manufacturer's/distributor's products *shall meet or exceed* the requirements of the requested

- a.) Salient characteristics
- b.) Manufacturer's/distributor's product assurance
- c.) Regulatory requirements
- d.) Quality assurance provisions
- e.) Packaging requirements

### **3.4.4 KOSHER CERTIFICATION REQUIRED FOR FRUIT AND GRAIN BARS**

ALL Fruit & Grain Bars shall meet **KOSHER** requirements. All preparation for these contracted items shall be under Rabbinical supervision by a certified Rabbi and meet all GLATT religious standard criteria.

Intoxicants including alcohols are prohibited ingredients in the preparation of or finished entrees.

Gelatins prepared from swine or cow, are prohibited ingredients

Hydrolyzed animal protein, pork products hydrolyzed porcine collagen, whey and shortening are also prohibited ingredients.

The bidder's facility may be inspected by State representatives to insure compliance with Kosher laws, State and Federal laws.

Kosher seal shall be evident and marked clearly on packages and case.

### **3.5 PACKAGING OBLIGATIONS**

Preservation, packaging, packing, labeling, and case marking shall be commercial. The contractor will assure that packaging and packing materials used for the term of this contract shall comply with FSIS regulations. Specific regulatory citations as found in Section 5.8 below shall be strictly adhered to.

Packages shall bear clear directions for the keeping of the product from time of receipt by the Using Agency/program until the time of their use, as well as directions for the preparation/cooking of the product (where cooking is applicable).

Packaging shall:

- A) protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product;
- B) protect the product against microbiological and other contamination;
- C) protect the product from dehydration or humidity and, where appropriate, leakage as far as technologically practical; and
- D) not pass on to the product any odor, taste, color or other foreign characteristics throughout the processing (where applicable) and distribution of the product up to the time of receipt into the Using Agencies'/program's facilities.

### **3.5.1 BULK PACKAGED ITEMS**

As noted herein and on the price sheets, certain cookies and traditional pretzels are sought in non-retail style commercial bulk packaging. At minimum, these cookies and pretzels shall be packaged within a moisture resistant food grade polyethylene bag packed inside crush-resistant, stackable and recyclable corrugated boxes/cases and consistent with Sections 3.6 and 5.8 of this RFP.

BULK packaging is requested for a few items and shall be provided under contract without single serving wrappers. At minimum, the cases containing bulk items shall have a sealed and moisture-proof food grade polyethylene liner. Internal breakage-resistant layering material(s) may also be included. Nutritional labeling must be provided on case.

Examples:

The Graham Cracker Crumbs and Bread Crumbs shall be packaged within a sealed, 25-lb, bulk, food grade, multi-wall bag/sack.

Crusts, Graham, 9" diameter and Vanilla 3" pastry, pre-baked, shall be packaged in re-sealable polyethylene sleeves or small hermetically sealed moisture resistant packages within crush-resistant, stackable and recyclable corrugated boxes.

### **3.5.2 RETAIL AND WHOLESALE SIZED PACKAGING**

As noted herein and on the price sheets, there are various cookie, cracker, chip and other snack products requested that are packaged in retail (or moderately larger wholesale-sized) packaging. The requested product may be within a labeled single ply cardboard, plastic or foil package that is further partitioned (to help retain freshness and/or curtail breakage), into moisture proof inner packaging, envelopes, compartment trays or sleeves. Moisture proof inner packages shall be food grade thermo-sealed plastic or thermo sealed food grade wax-coated or plastic-coated paper or sealed food grade foil that is suitable and sufficient to maintain the freshness, moisture level and wholeness of each cookie, cracker or snack item.

Multiple serving packages for Retail/Moderate Wholesale are to be priced and supplied by the vendor for items only where specified. Nutritional labeling is required on each outer package (Retail/ Moderate-sized Wholesale).

These retail-style packaged items shall be shelf-ready and as the consumer would find in a retail or warehouse wholesale club establishment whereby the product is labeled with nutritional information compliant with 21CFR101. Full cases of products shall be shipped in crush-resistant, recyclable corrugated cartons.

### **3.5.3 INDIVIDUAL SERVING SIZED PACKETS/PACKAGEAS/POUCHES**

As noted herein and on the price sheets, several products are requested in single serving packages. Each cookie, cracker, snack, bar, nut, trail mix, fruit items, etc., shall be packaged in individual food-grade hermetically sealed (laminated) polyethylene or foil pouches/bags which will open easily via a tear notch or serrations to access its contents. Single serving packet/packages shall be labeled with nutritional information compliant with 21CFR101. Individual serving packets may be boxed in single ply cardboard boxes within shipping cartons. Full cases of products shall be shipped in crush-resistant, recyclable corrugated cartons.

For those line Items that specify single serving packets/packages ONLY Single Serving Packets shall be priced and supplied by the vendor. Nutritional labeling is required on each packet.

Packaging shall be done at a facility that is at minimum, annually inspected for cleanliness and fully compliant with the regulations noted in Sections 3.7 and 5.8 of this RFP (and Kosher requirements where applicable).

### **3.6 PACKING REQUIREMENTS**

Shipping containers/cases shall be constructed of eco-friendly, environmentally preferable and recyclable/recycled (processed chlorine free or elemental chlorine free-chlorine dioxide) materials wherever feasible and where shipment within the recyclable/recycled container does not diminish the quality or sanitary requirements of the product.

Each shipping container shall be labeled legibly (in English) to show:

- A) Name of product contained
- B) Item number
- C) NDC Format Number
- D) Net weight
- E) Plant number (manufacture)
- F) Name, address and date packed (month, day, year)
- G) FROZEN products shall be marked "Store at 0° F or Below.
- H) CHILLED products shall be marked "Keep Under Refrigeration".
- I) USDA, USDC, USFDA, PUFI or applicable grading/inspection markings.
- J) **Expiration or "best by/use by" date** clearly marked: Month-Day-Year
- K) Country of Origin Label is required.

### **3.7 QUALITY CONTROL & CONTAMINANTS**

The manufacturer and distributor of products shall be responsible for compliance with 21CFR Ch. 1 Part 100 General, 21CFR Ch. 1 Part 101 Food Labeling, 21CFR Ch. 1 Part 104 Nutritional quality guidelines, 21CFR Ch. 1 Part 105 Foods for special dietary use, 21CFR Ch. 1 Part 110 Current good manufacturing practices, 21CFR Ch. 1 Parts 120 regarding Hazard Analysis and Critical Control Point (HACCP) systems-quality controls, 21CFR Ch. 1 Part 130 Food standards: General, 21CFR Ch. 1 Part 136 Bakery Products, 21CFR Ch. 1 Part 137 Cereal flours, 21CFR Ch. 1 Part 163 Cacao products, 21CFR Ch. 1 Part 164 Tree nut and peanut products, 21CFR Ch. 1 Part 170 through 21CFR Ch. 1 Part 189 Additives and ingredients; The Food and Drug Act of 1906, the Federal Food, Drug and Cosmetic Act [FD&C ACT] of 1938; the Food Additive Amendment of 1958 and Color Additive Amendments of 1960, the Orphan Drug Act of 1983; the Nutrition Labeling and Education Act (NLEA) of 1990; and all other applicable guidelines as determined by the USDA FDA/CFSAN (Center for Food Safety and Applied Nutrition), etc.

Should biological, chemical or environmental contaminants be found (in products purchased under the contract(s) resulting from this RFP), that may be deleterious to human health, the product affected shall be removed, with re-imbusement and/or replacement by the Contractor.

#### **3.7.1 SOURCING OF RAW MATERIALS & INGREDIENTS**

The State may require certification regarding the purity of nutrients, additives, ingredients, enrichments, raw materials or and/or components. The Director may require certification from the Contractor (a bona fide officer of the company) along with documentation that food-grade or safe-for-human levels have not been exceeded; therefore, the raw materials, ingredients, etc. used during the manufacture of the finished products, comply with U.S. federal guidelines, HAACP

protocols, FDA approvals, etc., and that no industrial-grade ingredients, etc., were utilized in the products.

### **3.7.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION**

When tested by appropriate methods of sampling and examination, the products:

- Shall be free from microorganisms in amounts which may represent a hazard to health;
- Shall be free from parasites which may represent a hazard to health; and
- Shall not contain any substance originating from microorganisms in amounts which may represent a hazard to health.

Certificates of specified risk materials (SRMs) are to be provided to each using agency with each shipment. In addition, the vendor is required to immediately contact and advise the receiving agency(ies) of any, [and forward all ] national, state, or local Health Department, Food Safety and Inspection Service/USDA /FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide(d) for the term of the contract

*(for example, but not limited to: Campylobacter jejuni, E-coli, Salmonella, Vibrio, Lysteria monocytogenes, Bovine Spongiform Encephalopathy, etc.,)*

### **3.8 PROOF OF DELIVERY**

Vendor is required to obtain proof of delivery signed by an authorized employee of the each of the receiving units, when the contractor delivers to that receiving unit or using agency.

### **3.9 SECOND YEAR (YEAR-TWO) CONTRACT PRICING**

The State will permit contractor(s) to submit revised unit pricing for **pricing Lines 00001 – 00092** which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two and ½ calendar months prior to the first anniversary of the initial contract, for consideration. (Presumably the first anniversary will be March 15, 2009. So the revised pricing must be provided, no later than January 1, 2009)

Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year one.

Until authorized by the State of New Jersey, the contractor must continue to accept orders for the second year of the contract based on the contractor's prices originally submitted for the first year of the contract. Every attempt will be made to review the revised pricing in a timely manner. The State will not permit retro-active increases.

Price adjustment requests that reflect price increases above the US Government reported Producer Price Index- for "Cookies, wafers, and ice cream cones..- PCU 311821 311821 4", with the base being November 2008 shall not be authorized. *(Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of November is for March 15 approval; the base of December is for an April 1- April 15 approval).* The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated twelve month percent change (preliminary), the base month is November 2008 (*relative to the anniversary date of the initial contract as explained above*).

Approved second year pricing will take effect for orders placed on or after March 15, 2009 (or the anniversary date of the initial contract, whichever is later).

NOTE: The calculations of price adjustments shall always use the latest version of the PPI data published as of the date specified for such calculations. If the PPI data for the most recent month is not available, the PPI data for the immediately preceding month, or whichever is the most recent month that has published data, shall be used for the basis for adjustment calculations.

### **3.10 THIRD YEAR (YEAR-THREE) CONTRACT PRICING**

The State will permit contractor(s) to submit revised unit pricing for **pricing Lines 00001 – 00092** which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two and ½ calendar months prior to the second anniversary of the initial contract, for consideration. (Presumably the second anniversary will be March 15, 2010. So the revised pricing must be provided, no later than January 1, 2010)

Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year one.

Until authorized by the State of New Jersey, the contractor must continue to accept orders for the second year of the contract based on the contractor's prices originally submitted for the first year of the contract. Every attempt will be made to review the revised pricing in a timely manner. The State will not permit retro-active increases.

Price adjustment requests that reflect price increases above the US Government reported Producer Price Index- for "Cookies, wafers, and ice cream cones..- PCU 311821 311821 4", with the base being November 2009 shall not be authorized. (*Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of November is for March 15 approval, the base of December is for an April 1- April 15 approval.*) The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated twelve month percent change (preliminary); the base month is November 2009 (*relative to the anniversary date of the initial contract as explained above*).

Approved third year pricing will take effect for orders placed on or after March 15, 2010 (or the anniversary date of the initial contract, whichever is later).

NOTE: The calculations of price adjustments shall always use the latest version of the PPI data published as of the date specified for such calculations. If the PPI data for the most recent month is not available, the PPI data for the immediately preceding month, or whichever is the most recent month that has published data, shall be used for the basis for adjustment calculations.

**3.11 “PRICING REVIEW” SUBMISSION SUMMARY TABLE**

<b>Contract begins</b>	<b>PPI Base Month</b>	<b>RFP Contract Pricing</b>	<b>Received by State no later than 2:00 P.M. EST</b>	<b>Approved Revised Price effective, on or after</b>
<b>03/15/2008</b>	11/2008	Section 3.8 2 <sup>nd</sup> Year	January 1, 2009	March 15, 2009
	11/2009	Section 3.9 3 <sup>rd</sup> Year	January 1, 2010	March 15, 2010
If contract award is delayed until late March and starts on April 1 or 15, 2008:				
<b>04/01/2008 or 04/15/2008</b> (alt. start)	12/2008	Section 3.8 2 <sup>nd</sup> Year	February 1, 2009	April 1, 2009 or April 15, 2009 as applicable to the original anniversary
	12/2009	Section 3.9 3 <sup>rd</sup> Year	February 1, 2010	April 1, 2010 or April 15, 2010 as applicable to the original anniversary

**3.11.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS**

FOR EXAMPLE a case of 12 boxes (or price per pound) as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per case of 12
Adjusted price <u>maximum</u> to be submitted for review (to the Purchase Bureau for approval).	\$5.6156 per case of 12

**3.11.2 CALCULATIONS & ADJUSTMENT REQUESTS FOR CONTRACT EXTENSIONS**

This same methodology will be applied to any extension of the contracts. Should the Contractor agree to an extension of the original contract term, the Contractor may provide their revised net pricing submission to the Purchase Bureau. The submission shall be provided by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the thirty-fourth month anniversary date† of the contract’s initialization. Approved pricing revisions shall begin on or after the twenty-fourth month anniversary date (of the start of contract), which should fall approximately two months after the contractor submits their pricing revision, († this pricing revision process is available to the Contractor for each twelve-month term of any contract extension, as long as the Contractor submits the proposed pricing revisions within the regularly spaced timeline as exemplified in Section 3.9 through 3.11.2 of this RFP.)

### 3.12 PRODUCER PRICE INDEX: PRODUCT CHART

Price Line	Amount	Commodity	PPI Industry Data Series ID	PPI Product		
00001	792 cs	393-43-041163	<b>PCU 311821 311821 2</b>	Crackers, biscuits & related products		
00002	245 cs	394-43-041165				
00003	1117 cs	393-43-041164				
00004	175 cs	393-43-041166				
00005	107 cs	393-43-042879				
00006		393-43-042881				
00007		393-43-041154				
00008	104 cs	393-43-041155				
00009	418 cs	393-43-038852				
00010	133 cs	393-43-041235				
00011		393-43-042882				
00012		393-43-063580				
00013	12 cs	393-43-042878				
00020	34 cs	393-43-040801				
00021	384 cs	393-43-040768				
00022		393-43-040786				
00023	1145 cs	393-43-044623				
00024		393-43-044622				
00025		393-43-042876				
00026		393-43-040818				
00027	1032 cs	393-43-042875				
Price Line		Commodity			PPI Industry Data Series ID	PPI Product
00018	307 cs	393-10-063537			<b>PCU311919 311919 41</b>	Tortilla Chips
00016	128 cs	393-10-063533			<b>PCU 311919 311919 1</b>	Potato Chips and sticks, plain & flavored
00017	52 cs	393-10-063534				
00014	145 cs	393-10-063529			<b>PCU 311919 311919 7</b>	Other Chips, Sticks (pretzels, popcorn, etc.)
00015		393-10-063530				
00085		393-43-056203				
00092		393-15-014047	<b>PCU311812311812S</b>	Bakery, secondary products		

Price Line	Amount	Commodity	PPI Industry Data Series ID	PPI Product
00019	54 cs	393-43-040787		
00029		393-43-041105		
00030	476 cs	393-43-041091		
00031		393-43-040948		
00032	1420 cs	393-43-041061		
00033	1517 cs	393-43-042884		
00034	1234 cs	393-43-041104		
00035		393-43-042886		
00036	1261 cs	393-43-052586		
00037	913 cs	393-43-040814		
00038	32 cs	393-43-044628		
00039	309 cs	393-43-052587		
00040	100 cs	393-43-042885		
00041	92 cs	393-43-040813		
00042	238 cs	393-43-040810	<b>PCU 311821 311821 4</b>	Cookies, wafers, and ice cream cones....
00043		393-43-040812		
00044	492 cs	393-43-042883		
00045	2692 cs	393-43-044626		
00046	654 cs	393-43-041102		
00047	827 cs	393-43-056205		
00048	108 cs	393-43-041212		
00049	25 cs	393-43-052583		
00050		393-43-052584		
00051	112 cs	393-43-052585		
00052	30 cs	393-43-041221		
00053	592 cs	393-43-041224		
00054		393-43-040984		
00055		393-43-044624		
00056	480 cs	393-43-041106		
00057		393-43-044627		
00058		393-43-056204		
00059		393-43-041101		
00060		393-43-056206		
00061	210 cs	393-43-041214		
00062	212 cs	393-43-041213		
00063	260 cs	393-43-041182		
00064		393-43-041181		
00065		393-43-041180		
00066		393-43-041179		
00067	1600 cs	393-43-041183		
00068		393-43-041225		
00069		393-47-063549		
00070	210 cs	393-47-063545		
00071	96 cs	393-47-063546		
00072	134 cs	393-47-063547		
00073	79 cs	393-47-063548		

Price Line	Amount	Commodity	PPI Industry Data Series ID	PPI Product
00028	378 cs	393-43-063753	<b>PCU 311230 311230 13</b>	Cereal Based Snacks, Cookies, Bars
00074	136 cs	393-43-063553		
00075	347 cs	393-43-063754		
00076	219 cs	393-43-063755		
00077	100 cs	393-43-063756		
00078	1089 cs	393-43-041220		
00079	776 cs	393-43-063572		
00080	733 cs	393-43-063573		
00081	850 cs	393-43-063574		
00082		393-67-063557	<b>PCU31191131191113</b>	All other packaged nuts, and all seeds (salted, roasted, cooked, or blanched)
00083		393-67-063558		
00084		393-67-063559		
00086	16 cs	393-55-063560	<b>PCU 311423 311423 S</b>	Dried & Dehydrated Products- Secondary Products
00087		393-55-063561		
00088	32 cs	393-55-063562		
00089		393-55-063563		
00090	20 cs	393-55-063564		
00091		393-55-063564		

## **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/08x39843.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 **one (1) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder

failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### **4.4 BID PROPOSAL CONTENT**

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

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

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39843.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/08x39843.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/08x39843.shtml>.

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

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

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39843.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/08x39843.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/08x39843.shtml>.

#### **4.4.4 SUBMITTALS**

##### **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/08x39843.shtml>.

##### **4.4.4.2 SAMPLES/SAMPLE TESTING**

The 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 00016, 00018, 00066 00085 and 00092** for evaluation and testing purposes are to be made available at no charge and delivered to the state, at the bidder's expense. The bidder must, within **seven (7)** working days following a request from the State, submit bid samples to the state. Bid samples will not be returned. The state will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 000016, 00018, 00066 00085 and 00092** 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 00016, 00018, 00066 00085 and 00092**. The testing results of the State are final.

#### **QUALIFIED PRODUCT LIST**

A Qualified Product List (QPL) is being used in this procurement **for pricing lines 00006, 00008 00011, 00012, 00026, 00058, 00061, 00062, 00074- 00077, 00082-00084, 00086-00091**. The bidder shall only bid a product on the QPL **for pricing lines 00006, 00008 00011, 00012, 00026, 00058, 00061, 00062, 00074- 00077, 00082-00084, 00086-00091**. Any other submission will not be considered. A bidder offering a qualified brand may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within **seven (7)** working days following a request from the State, submit a bid sample to the State. A sample submitted will not

be returned. The State, will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Vendors seeking to add brands/models not on the current QPL for future contract reprocurments can contact the buyer for this RFP after contract award. The State will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurment. Samples will not be returned. The testing results of the State are final. Only those products tested and approved after contract award and prior to issuance of the next RFP may be added to the QPL for the next reprocurment.

#### APPROVED EQUAL

Samples submitted must be in accordance with the brand/model(s) specified herein, or "approved equal" for pricing lines **00001- 00005, 00007, 00009 - 00010, 00013 - 00015, 00017, 00019-00025, 00027-00057, 00059-00060, 00063-00065, 00067-00073, and 00078-00081**. A bidder offering an "approved equal" may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within **seven (7)** working days following a request from the State, submit a bid sample to the State. A sample submitted will not be returned. The State will test the sample to ensure that the sample conforms to the specifications and requirements. The testing results of the State are final.

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

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

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

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

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

#### **4.4.6 PRICING**

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

Each bidder is required to hold its prices firm for a period of **90** days. Every effort will be made to award the contract prior to the time period set forth above. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second

lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

#### **4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS**

Bidders shall provide prices in dollars and/or cents. Bidders shall provide a single price for each price line item. Bidder may provide pricing for one item or more or all items sought.

Prices shall be FIRM/FIXED and subject to no additional mark-up during the term of this contract. Application for Producer Price Index adjustments shall be limited to the instructions prescribed in Sections 2.2 and 3.9 – 3.11.2 above of this RFP. Escalation clauses for product, services, freight, handling, fuel, etc., are not acceptable.

The prices submitted in response to this solicitation shall be net, FOB destination to all Using Agencies/programs (and cooperative members, where applicable) which choose to order items from the contract(s) awarded as a result of this solicitation.

Where requested on the price sheet, for each price line item, the bidder shall supply the brand name, net weights, portion and packaging information, etc. Failure to provide net weights and any other packaging information may result in rejection of the bid for the affected line item, if a per ounce cost cannot be determined. Failure to provide nutritional information may result in rejection of the bid for the affected line item, if a specified salient characteristic, such as trans fat free, no salt, etc. cannot be determined.

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

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

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:  
<http://www.state.nj.us/treasury/purchase/bid/summary/08x39843.shtml>.

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

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

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

The term of the contract shall be for a period of **three (3) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39843.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 **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 Agencies 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 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39843.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

## **5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT**

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

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

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

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

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

## **6.0 PROPOSAL EVALUATION**

### **6.1 EVALUATION CRITERIA**

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.1.4 Comparison to ACCSES NJ/CNA Services pricing as enumerated in the Special Notice found herein on page 4.

6.1.5 The bidder providing the packaging and/or nutritional information required to determine suitability for each price line award, that is requested as part of the price lines provided on the price sheet; or when applicable, in a timely manner at the request of the State- after the bid opening.

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

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

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

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

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

## **6.3 BID DISCREPANCIES**

In evaluating bids:

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

## **7.0 CONTRACT AWARD**

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

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

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

### **7.1.1.1 DEFINITIONS**

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

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

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

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

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of the Legislation, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of 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**

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

**Appendix 3.9**

**Second-Year (Year-Two) Contract pricing for 08-X-39843: Cookies, Crackers and Dry Snacks, Statewide; Multi Year- Tied to the Producer Price Index.**

Revised net pricing submissions shall be provided to the Purchase Bureau by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the tenth month anniversary day. All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this tenth month anniversary date will not be accepted. (For example, if the start date of the term contract is March 15, 2008, then the tenth month anniversary shall be January 15, 2009.) Failure to submit revised net pricing within this set time frame shall constitute the bidder offering and accepting and continuing the net pricing from their contract for the first year.

FOR EXAMPLE (Case of Chips):

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$33.75 each case
Adjusted price <u>maximum</u> * to be submitted for review (to the Purchase Bureau for approval). <u>*In dollars and/or cents only- four decimal maximum</u>	\$34.0875 each case

**COMPLETE BELOW AND FAX to (609) 292-1114 OR MAIL to State of NJ Treasury, Purchase Bureau, Food & Clothing Unit, 33 West State St. PO Box 230, Trenton, NJ 08625**  
 COMMODITY CODE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

- i) Most recent index measurement at time of calculation  
*(divided by index at time base price was set)* i) \_\_\_\_\_
- ii) PPI Base Month  
*(equals)* ii) \_\_\_\_\_
- iii) Difference/increase in PPI measurement (2 decimals)  
*(multiply by)* iii) \_\_\_\_\_
- iv) The Original Base Price/(Original price submitted)  
*(equals)* iv) \$ \_\_\_\_\_
- v) Adjusted price maximum\* to be submitted for review  
(to the Purchase Bureau for approval). v) \$ \_\_\_\_\_

**\*In dollars and cents only**  
*The price above (v) reflects the revised price I am submitting for approval to the Purchase Bureau:*

\_\_\_\_\_  
 Name and Title of Representative Submitting Price Revision Request

\_\_\_\_\_  
 Date of Submission

\_\_\_\_\_  
 Contact Phone Number

**Appendix 3.10**

**Third-Year (Year-Three) Contract pricing for 08-X-39843: Cookies, Crackers and Dry Snacks, Statewide; Multi Year- Tied to the Producer Price Index.**

Revised net pricing submissions shall be provided to the Purchase Bureau by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the twenty-second tenth month anniversary day. All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this tenth month anniversary date will not be accepted. (For example, if the start date of the term contract is March 15, 2008, then the tenth month anniversary shall be January 15, 2010.) Failure to submit revised net pricing within this set time frame shall constitute the bidder offering and accepting and continuing the net pricing from their contract for the second year.

FOR EXAMPLE (Case of Chips):

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$33.75 each case
Adjusted price <u>maximum</u> * to be submitted for review (to the Purchase Bureau for approval). <u>*In dollars and/or cents only- four decimal maximum</u>	\$34.0875 each case

**COMPLETE BELOW AND FAX to (609) 292-1114 OR MAIL to State of NJ Treasury, Purchase Bureau, Food & Clothing Unit, 33 West State St. PO Box 230, Trenton, NJ 08625**  
 COMMODITY CODE: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_ CONTRACTOR NAME: \_\_\_\_\_

- i) Most recent index measurement at time of calculation  
*(divided by index at time base price was set)* i) \_\_\_\_\_
- ii) PPI Base Month  
*(equals)* ii) \_\_\_\_\_
- iii) Difference/increase in PPI measurement (2 decimals)  
*(multiply by)* iii) \_\_\_\_\_
- iv) The Original Base Price/(Original price submitted)  
*(equals)* iv) \$ \_\_\_\_\_
- v) Adjusted price maximum\* to be submitted for review  
(to the Purchase Bureau for approval). v) \$ \_\_\_\_\_

**\*In dollars and cents only**

*The price above (v) reflects the revised price I am submitting for approval to the Purchase Bureau:*

\_\_\_\_\_  
Name and Title of Representative Submitting Price Revision Request

\_\_\_\_\_  
Date of Submission

\_\_\_\_\_  
Contact Phone Number



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
Governor

MICHELLENE DAVIS  
Acting State Treasurer

January 15, 2008

To: All Interested Bidders

**Re: RFP # 08-X-39843**  
**Cookies, Crackers & Dry Snacks, Statewide;**  
**Multi Year-Tied to the Producer Price Index**  
Bid Due Date: **February 15, 2008** (2:00 p.m.)

### ADDENDUM 01

The following constitutes Addendum #01 to the above referenced solicitation.

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

**Cookies, Crackers & Dry Snacks, Statewide;**  
**Multi Year-Tied to the Producer Price Index**  
**RFP # 08-X-39843**

### Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	5	<u>1.1 Purpose and Intent</u>	<p><b>Addition, as indicated below:</b>  <b>COOPERATIVE PURCHASING LANGUAGE</b>  <i>To be added as an additional paragraph at the end of Section:</i></p> <p><b><u>1.1 PURPOSE AND INTENT</u></b></p> <p>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.</p>
2	34	<u>4.4.7 Cooperative Purchasing</u>  <u>Continued on next page</u>	<p><b>Addition, as indicated below:</b>  <b>COOPERATIVE PURCHASING LANGUAGE</b>  <i>To replace Section:</i></p> <p><b><u>4.4.7 COOPERATIVE PURCHASING</u></b></p> <p>The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
3	34	<u>4.4.8 Method of Bidding/Price Sheet Instructions</u>	<p><b>Additions/Modifications, as indicated below:</b></p> <p>Note: since the language in #2 above of this Addendum shall be correctly included as Section 4.4.7 then the original Section <b><u>4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS</u></b> shall henceforth be renumbered as the subsequent Section <b><u>4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS</u></b></p>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
Governor

R DAVID ROUSSEAU  
Acting State Treasurer

January 23, 2008

To: All Interested Bidders

**Re: RFP # 08-X-39843**  
**Cookies, Crackers & Dry Snacks, Statewide;**  
**Multi Year-Tied to the Producer Price Index**  
Bid Due Date: **February 15, 2008** (2:00 p.m.)

## ADDENDUM 02

The following constitutes Addendum #02 to the above referenced solicitation.  
This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

## PART 1

**Cookies, Crackers & Dry Snacks, Statewide;**  
**Multi Year-Tied to the Producer Price Index**  
**RFP # 08-X-39843**

### Answers to Questions

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section where applicable.

#	Page #	RFP Section Reference	Question	Answer
1	11	<u>2.2 Contract Specific Definitions</u>  <b>AND</b>	How does the contractor raise prices during the 3 year term of this contract taking into consideration prices for flour, other ingredients and fuel costs that will impact prices?	<b>Utilize the Producer Price Index as instructed. Producer Price Index-</b> A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <a href="http://www.bls.gov/ppi">http://www.bls.gov/ppi</a> . Posted "preliminary figures" will be used to project pricelist revisions at fixed intervals, (i.e., every six months, every 12 months, two months prior to the anniversary, etc., as provided within Section 3.0 of the RFP), for the contract term and any extensions thereof. The State will permit contractor(s) to submit revised

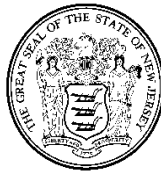
#	Page #	RFP Section Reference	Question	Answer
	25	<p style="text-align: center;"><b>Excerpts Cited from RFP</b></p> <p><b><u>3.9 SECOND YEAR (YEAR-TWO) CONTRACT PRICING</u></b></p>		<p>unit pricing for <b>pricing Lines 00001 – 00092</b> which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two and ½ calendar months prior to the first anniversary of the initial contract, for consideration. (Presumably the first anniversary will be March 15, 2009. So the revised pricing must be provided, no later than January 1, 2009)</p> <p>➤</p>
	26	<p><b><u>3.10 THIRD YEAR (YEAR-THREE) CONTRACT PRICING</u></b></p>		<p>The State will permit contractor(s) to submit revised unit pricing for <b>pricing Lines 00001 – 00092</b> which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two and ½ calendar months prior to the second anniversary of the initial contract, for consideration. (Presumably the second anniversary will be March 15, 2010. So the revised pricing must be provided, no later than January 1, 2010)</p> <p>➤</p>
	27	<p><b><u>3.11.2 CALCULATIONS &amp; ADJUSTMENT REQUESTS FOR CONTRACT EXTENSIONS</u></b></p>		<p>This same methodology will be applied to any extension of the contracts. Should the Contractor agree to an extension of the original contract term, the Contractor may provide their revised net pricing submission to the Purchase Bureau. The submission shall be provided by facsimile to 609-292-1114 or by mail up until 2:00 PM (Daylight Savings Time) on the thirty-fourth month anniversary date† of the contract’s initialization. Approved pricing revisions shall begin on or after the twenty-fourth month anniversary date (of the start of contract), which should fall approximately two months after the contractor submits their pricing revision, († this pricing revision process is available to the Contractor for each twelve-month term of any contract extension, as long as the Contractor submits the proposed pricing revisions within the regularly spaced timeline as exemplified in Section 3.9 through 3.11.2 of this RFP.)</p> <p>➤</p>
	34	<p><b><u>4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS</u></b></p>		<p>Bidders shall provide prices in dollars and/or cents. Bidders shall provide a single price for each price line item. Bidder may provide pricing for one item or more or all items sought.</p> <p>Prices shall be FIRM/FIXED and subject to no additional mark-up during the term of this contract. <u>Application for Producer Price Index adjustments shall be limited to the instructions prescribed in Sections 2.2 and 3.9 – 3.11.2 above of this RFP. Escalation clauses for product, services, freight, handling, fuel, etc., are not acceptable.</u></p>

**PART 2**

**Cookies, Crackers & Dry Snacks, Statewide;  
Multi Year-Tied to the Producer Price Index  
RFP # 08-X-39843**

**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	11	<u>2.2 Contract Specific Definitions</u>	<p><b>Clarification, as indicated below:</b> <b><i>Contract Specific Definitions</i></b> <i>To be added as indicated:</i></p> <p><b>Producer Price Index-</b> A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at <a href="http://www.bls.gov/ppi">http://www.bls.gov/ppi</a>. Posted "preliminary figures" will be used to project pricelist revisions <b><u>at fixed intervals, (i.e., every six months, every 12 months, two months prior to the anniversary, etc., as provided within Section 3.0 of the RFP),</u></b> for the contract term and any extensions thereof. A brief explanation of how to access this information follows:</p>



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

JON S. CORZINE  
Governor

R DAVID ROUSSEAU  
Acting State Treasurer

January 31, 2008

To: All Interested Bidders

**Re: RFP # 08-X-39843**  
**Cookies, Crackers & Dry Snacks, Statewide;**  
**Multi Year-Tied to the Producer Price Index**  
Bid Due Date: **February 15, 2008** (2:00 p.m.)

### ADDENDUM 03

The following constitutes Addendum #03 to the above referenced solicitation.  
This addendum is divided into the following parts:

Part 1: Answers to questions.

Part 2: Additions, deletions, clarifications and modifications to the RFP

It is the bidder's responsibility to ensure that all changes are incorporated into the original RFP.

All other instructions, terms and conditions of the RFP shall remain the same.

### PART 1

**Cookies, Crackers & Dry Snacks, Statewide;**  
**Multi Year-Tied to the Producer Price Index**  
**RFP # 08-X-39843**

### **Answers to Questions**

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#	Page #	RFP Section Reference	Question	Answer
1	1-3	<b>Please refer to:</b> <b><u>Addendum 02</u></b>	Are prices firm for 3 years?	<b>This is a three (3) year contract tied to the Producer Price Index. As reiterated in Addendum 02.</b>  Prices bid are firm fixed. Contractors/Awardees will utilize the Producer Price Index, as instructed within the RFP, to calculate and apply for price adjustments for year two and year three of their contract.
2	13	<b>Cited from RFP Text:</b> <b><u>3.1 Estimated Quantities</u></b>	Are there any minimum deliveries?	Quantities of product will vary across items and by the individual using agencies based upon their specific food service and other program needs. This RFP limits minimum orders to ten cases per vendor of an aggregate of all

#	Page #	RFP Section Reference	Question	Answer
				<p>varieties a vendor is offering so that smaller using agencies can utilize this term contract. The State will be obligated only for those quantities on orders issued as a result of this contract. All deliveries will be made to the Using Agencies, A.R.O., F.O.B. destination into the Using (ordering) Agency's store room for dry good storage.</p> <p>NOTE: The ability to have delivery of product and service provided to the smaller using agencies/programs (30 clients) as well as the large institutions is required. Transportation cost for the ten case minimum shall be factored into the vendor's prices that are offered in response to this RFP. A fifteen (15) calendar day ARO is sought as the maximum wherever feasible. ARO, F.O.B. shall not exceed twenty-one (21) calendar days.</p>

**PART 2**  
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**Additions, Deletions, Clarifications and Modifications to the RFP**

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	43	<u>Appendix 3.10 Third-Year (Year-Three) Contract pricing for 08-X-39843: Cookies, Crackers and Dry Snacks, Statewide; Multi Year- Tied to the Producer Price Index.</u>	<p style="color: red;"><b>Correction, as indicated below:</b></p> <p style="color: red;"><b>Deletion:</b> <u>tenth</u> month anniversary shall be January 15, 2010.</p> <p style="color: blue;"><b>Addition:</b> <u>twenty second</u> month anniversary shall be January 15, 2010.</p>