



Request for Proposal 08-X-39422

**For: Bakery Materials-Bayside State Prison.
2 Yr; Tied to Producer Price Index**

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	12/26/07	5:00 PM
Mandatory Pre-bid Conference	N/A	N/A
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	01/16/08	2:00 PM

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

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

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

Using Agency

State of New Jersey
Department of Corrections

Date: 12/7/07

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Bayside State Prison (Bakery), DEPTCOR. The purpose of this RFP is to solicit bid proposals for Bakery Materials/Mixes, 2-Yr; 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 moderately revised procurement of the former FOODS: Flour and Other Raw Materials for Bayside State Prison term contract, of which, parts expired on June 30, 2007 and other parts are presently due to expire on October 30, 2007. Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T1648) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

Participating bidders will see that this bidding opportunity includes important changes since the last time that these items were placed out to bid including the length of the term contract, as well as a pricing review after six months based on the Producer Price Index. Therefore, please thoroughly read the entire RFP including, but not limited to, Section 3.0 in its entirety, the price sheets with the respective commodity code descriptions; Section 2.2 definitions and Sections 4.4.2.1 and 4.4.7.

Recent per pound pricing for the FOOD: Flour & Other Raw Materials for Bayside State Prison (DEPTCOR) term contract (T1648), **07-X-39251**, that was initially effective from 04/01/07 until 06/30/07 with individual contracts extended which expired on 10/30/07 is provided in the first pricing column of the table below:

Past per pound pricing for the FOOD: Flour & Other Raw Materials for Bayside State Prison (DEPTCOR) term contract (T1648), **06-X-38067**, that was initially effective from 02/15/06 until 08/14/06 with individual contracts extended which expired on 11/14/06 is provided in the last pricing column of the table below:

Commodity Code	Description	07-X-39251 Price	06-X-38067 Price
393-04-060716	Bread Base, Pre-mixed per RFP	\$0.7230	\$0.6700
393-46-063489	Cake Mix, Pound, Lemon, 50 lb bags	\$0.5245	\$0.5510
393-46-063490	Cake Mix, Devils Food, 50 lb bags	\$0.4429	\$0.4740
393-46-063491	Cake Mix, Yellow, 50 lb bags	\$0.4204	\$0.4500
393-46-063492	Donut Mix, Vanilla Cake, 50 lb bags	\$0.3879	\$0.4030
393-46-063493	Muffin Mix, Classic, 50 lb bags	\$0.4184	\$0.4176

393-46-063494	Muffin Mix, Corn, 50 lb bags	\$0.3775	\$0.3920
393-75-023425	Shortening, Soybean, 50 lb case	\$0.4050	\$0.3920
393-90-063495	Yeast, Fresh, Compressed, 5 lb blocks	\$0.5390	\$0.4890
393-81-030460	Sugar, Granulated Fine, 100 lb bags	---NA---	\$0.4243
393-51-025927	Flour, Whole Wheat; bags, 50/100 lb bags	\$0.1580	---NA---

Notes:

The contractors may apply for price adjustments tied to the Producer Price Index during the contract term and any extension thereof. Application for price adjustments must be made in accordance with RFP Sections 3.16-3.20 inclusive.

The majority of the bakery mixes, except the bread base, are QPL designated on their respective price lines. The sugar is QPL designated on price line 00001. The majority of the mixes are designated as “water only to be added”. The product(s) bid must meet the QPL and salient characteristics (such as “water-to-be-added-only”) as specified within this RFP and price lines, or they will be deemed non-responsive for the price line. QPL definition is provided in Section 2.2 and submission information is found in Section 4.4.4.2 of the RFP.

Sugar, was not sought during the most recent RFP cycle (**07-X-39251**), yet is sought through this current RFP.

Past per pound pricing for WHOLE WHEAT FLOUR off the FOOD: Flour & Other Raw Materials for Bayside State Prison (DEPTCOR) term contract (T1648), **06-X-38067**, initially effective from 02/15/06 until 08/14/06 (with an extension that expired on 11/14/06) was a firm-fixed set price of \$0.1580 per pound.

Tankers and sacks of white enriched flours (bulk orders) are procured under a separate term contract (T2498) and their pricing is tied to the Cash Prices published at <http://wsjmarkets.com>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY**

BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division's vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

Absorption- The percent of water absorbed for a given flour sample to determine whether or not hydration adjustments are needed between mill runs.

Alveograph- A graphical representation of air pressure combined with the dough's resistance to bubble formation. It is used to determine the dough's elasticity and extensibility (a.k.a., strength of dough).

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

Ash- The mineral content of flour correlating to the degree of refinement (or amount of bran left in the flour).

BU- Barbender Units- measure as the dough strengthens, the amount of energy required to mix the dough

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.

Chilled- Product having an internal temperature of greater than 28°F (-2.2°C) and is held under refrigerated storage temperatures which do not exceed 38°F.

CID (Commercial Item Description)- simplified product descriptions that concisely describe salient characteristics of commercial product. CIDs are official U.S. Government procurement documents. (12/3/07), Applicable CIDs are available on line at: <http://www.ams.usda.gov>. Once at this Home page look for the column on the right side of the web page **Resources**. Clicking on the arrow for **Food Purchases** should bring you to a new web page (at: <http://www.ams.usda.gov/cp/resources.htm>), with several links including the one labeled:

Product Descriptions. This Product Descriptions link will bring you to the Specifications web page (<http://www.ams.usda.gov/cp/specindex.htm>). At the bottom of this web page is the direct link to the Commercial Item description (<http://151.121.3.151/fqa/cids.htm>).

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]- Agricultural commodities labeled to identify the country in which they were produced.

Cwt- Rate or charge per 100 pounds. Hundredweight= U.S. unit of weight equivalent to 100 pounds. The "c" represents the Roman numeral for one hundred.

Delivery- A.R.O./F.O.B. bringing products ordered into the storage area of the Using Agency/Cooperative Purchasing Member's facility either by manufacturer or distributor's fleet or via a postal carrier/freight carrier service within the time frame designated in the RFP.

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

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

Falling Number- Has an inverse relationship to the flour's α -amylase (enzyme reduction of starch into simple sugars) content. An evaluation of the diastatic activity (simple sugar units useable by yeast for the fermentation (rising) process).

Farinograph- Measures characteristics related to how the flour handles as a dough. It records the torque required to mix a standard sample of flour and water. Provides a graphical representation of flour performance.

FDA- Food and Drug Administration information is available at: <http://www.fda.gov/default.htm>.

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>.

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

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.

Index- For white flour--Current Market published *price pound price of **Flour, hard winter Kansas City cwt** (*equals the published price divided by 100 pounds) as compiled by Sosland publishers for (and in) *Milling & Baking News*, which is also provided as a courtesy to the *Wall Street Journal* and it's WSJMarkets.com affiliate. Relevant portions of WSJMarkets.com are publicly available at: <http://online.wsj.com/mdc/public/page/marketsdata.html> under the "Commodities and Futures" tab at the "Cash Commodity Prices" link or via the direct hyperlink: http://online.wsj.com/mdc/public/page/2_3023-cashprices.html?mod=topnav_2_3012. The vendor's offer shall be based upon the per pound "cash price" for **Flour, hard winter Kansas City cwt**.

Moisture- Flours with > 14% moisture as it comes off the mill will tend to spoil and mold at an expedited rate over flours with a drier percentage of moisture.

MTI- Mixing Tolerance Index- dough performance during the final stages of mixing.

Peak Time- the number of minutes it takes for the dough to reach its maximum strength.

Producer Price Index- (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. The PPI homepage is available at <http://www.bls.gov/ppi>. Posted unadjusted "first-time-posted figures" will be used to project pricelist revisions for the second and third contract years. A brief explanation of how to access this information follows:

Current (as of December 2007) 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:*

311312 Cane Sugar refining, or
311822 Mixes and dough made from purchased flour, or
311999 All other miscellaneous food manufacturing, or
311225 Fats and Oils refining and blending or
311211 Flour and Flour Milling

AND, NEXT choose your product from the query screen labeled:

ii.) *Select one or more Products:*

3113123113120 Refined Granulated Cane Sugar and by-products, or
3118223118220 Prepared Flour Mixes, or
31182231182201 Cake Mixes, including Gingerbread, made from
purchased flour, or
3119993119997 Baking Powder and Yeast, or
31122531122524 Partially Hydrogenated Soybean cooking or salad Oil,
fully refined & deodorized, or
31121131121118 Whole Wheat Flour

(These selections will pool together market index data for multiple years regarding the selected commodity.)

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 data not needed.

The “Original Data Value” and the “12 Months Percent Change” can be checked off with the **Specify year range** set to reflect 12 months in review, such as: March 2008 – March 2009 or April 2008 – April 2009. If chosen, graphs can also be displayed

Protein- Used as a relative measure (general indicator) to the amount of gluten forming protein content in the flour lot

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. 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.

Stability- an indicator of the quality of the protein in flour. Most US bread flours have a long and flat stability that hold up well and are bred for mechanized dough production.

USDA- United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. Maintains meat-grading service denoting quality of meat [determined by the class of animal, the conformation and amount of exterior fat]. Information available at 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

All products sought shall be in complete conformance and compliance with their respective Commercial Item Descriptions and include the parameters prescribed within the specifications noted herein Section 3.0 et sequential.

3.1 QUANTITIES SOUGHT

The ordering of bakery mixes and affiliated raw materials for Bayside State Prison's bakery production is based on master menu demands for each institution and agency and is subject to frequent change. The state cannot offer a schedule of firm delivery dates in this RFP. The bidder must not offer one shipment for the entire quantity or the bid proposal for that item will be rejected. Items will be ordered on an as needed basis. The bidder is to reference the shipment quantities indicated on the pricing lines attached to this RFP. For each item, estimated total quantities based on past usage are provided for the six-month contract. It is expected that the contractor and Bayside State Prison will arrive at a mutually agreeable delivery schedule that will enable the bakery to achieve uninterrupted bakery production and that will enable the contractor to consolidate mixed delivery lots.

3.1.1 PRODUCT INSPECTIONS

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 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>.

3.1.2 MANUFACTURER'S/DISTRIBUTOR'S NOTES

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

- Salient characteristics
- Manufacturer's/distributor's product assurance
- Regulatory requirements
- Quality assurance provisions
- Packaging requirements

3.2 QUALIFIED/APPROVED PRODUCTS

If an item is specified using a Qualified Product List (QPL) of Approved Brand the product offered and to be supplied must be an approved brand or the bid proposal for that item shall be rejected. A list of qualified products is indicated on the price line for each commodity.

QPL "product substitutions" are not permitted. In the event of an emergency, if a contracted product is not available to the vendor, the vendor shall provide only another QPL that is listed herein this RFP and Price Sheet as an approved product. Nutritional Information and Technical Specification Sheets shall be provided upon delivery to the Using Agency when an emergency requires that the vendor provide an alternate QPL listed herein this RFP.

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.

3.3 GRANULATED SUGAR

Price Sheet Line 00001
Commodity Code 393-81-030460
Pursuant to CID A-A-20135C
Type I, Style A or Style B

USDA Graded and inspected and certification that includes the evaluation of the quality and the condition of the packaged sugar in accordance with the applicable Official Methods of Analysis of the AOAC International and the salient characteristics requested in the applicable CID and this RFP. Commodity shall be obtained from sugar cane or sugar beets and prepared in accordance with good manufacturing practices (21 CFR Part 110).

Granulation shall be fine, extra fine or super fine; 73%, at minimum, shall be able to pass through U.S. Standard No. 200 Sieve.

3.3.1 SUGAR ANALYTICAL REQUIREMENTS

99.5% minimum sucrose, not to exceed 0.04% sulfated ash, not to exceed 0.05% moisture. The sugar shall comply with all applicable Federal, State and local mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, sale and distribution of the commodity in the commercial market including all applicable provisions and regulations of the Federal Food, Drug and Cosmetic Act (21 CFR Parts 1 to 199), and the Fair Packaging and Labeling Act (16 CFR Parts 500 to 503).

3.4 BREAD PRE-MIXED BASE BACKGROUND

The DEPTCOR Bakery located at the Bayside State Prison; Leesburg, NJ produces approximately 8.5 million pounds of diversified bakery products per year. More sliced white bread is produced than any other product. The bakery receives bread flour in bulk to support the bread baking process. Horizontal mixers with 1,000-pound capacities are utilized to mix the ingredients and produce the bread “doughs”.

The bakery has made white bread from “scratch” in the past. However, in recent years the increased demand for DEPTCOR’s white bread has led to the use of commercially available bread “base” as one of the ingredients to produce the bread. The purpose of the procurement is to obtain a “white bread base” that will meet DEPTCOR’s requirement. The finished DEPTCOR white bread product weighs 1.5-pounds (24-ounces) after baking.

Vendor Guidance:

YEILD--DEPTCOR desires a white bread “dough” that will produce between 490 and 510 each 1.5-pound (24-ounce) baked loaves of bread. If ingredients are identified by Baker’s Percentage the bread flour would be 100%, the water 60% (variable), the compressed yeast 3% (variable), etc. The detailed weights are not defined here because the “base” ingredients are a significant factor in the total bread mix formulation.

It is strongly suggested that vendors use either the Baker’s Percentage method or the individual weight of the ingredients for the “dough” and/or the “base”.

3.4.1 BREAD BASE FORMULA SPECIFICATIONS

Price Sheet Line 00002

Commodity Code 393-04-060716

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type IV

Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State, samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

Base Mix must include these basic ingredients:

Partially hydrogenated soybean oil, salt, sugar, sodium stearoyl-lactylate (ssl), ascorbic acid, alpha-amylase or equivalent enzyme, other ingredients only if identified and defined.

Should supplemental ingredients, in addition to the "base" be required to achieve the 7 day shelf life requirement or in other ways enhance the performance of the "base" or other characteristics of the baked white bread, the vendor shall identify the ingredient and or ingredients, the quantity needed, etc. .In order to produce a loaf of bread with consistent taste and texture, the awarded vendor must disclose any additional ingredients that are not listed above as part of the basic ingredients. The identified ingredients and associated prices shall be broken-out separately and not included in the cost of the "base"

3.4.1.1 SHELF LIFE OF END PRODUCT

The base, when mixed with flour, water, yeast and calcium propionate, shall help extend the freshness shelf life of baked white bread (end product), to meet a minimum of 7 days shelf life requirement.

3.4.1.2 ANALYSIS AND REQUIRED TECHNICAL SPECIFICATION SHEETS

The Department of Corrections will require and the bidder must submit the following information with the sample(s) submitted:

- a. Microbiological count
- b. Listing of all ingredients
- c. Nutritional information on the base ingredients

The vendor shall disclose the microbiological for the "base." Microbiological count, ingredients and nutritional information on the base ingredients shall be provided to the Department of Corrections (Deptcor) within five business (5) days of a request from the State, to permit proper labeling of the white bread produced from the bread mix base.

3.4.1.3 CONSISTENCY

The bidder is strongly advised to refer to section 4.4.4.2 of this RFP. A sample(s) will be required as per section 4.4.4.2 to ensure compliance with the consistency and taste of Deptcor's current product.

3.4.1.4 PACKAGING

The bread base shall be packaged in a plastic lined bag or container weighing between 45 and 55 pounds. Orders will be in skid quantities. Delivery must be palletized securely and accessible for forklift removal.

3.4.1.5 STORAGE LIFE

A minimum of 6 months, ARO storage life is acceptable, when stored in a cool dry area at the Agency.

3.4.1.6 PARVE

The base shall not contain dairy or meat products and may be identified as "parve".

3.4.1.7 BAKING POWDER FORMULAS

In the instance of a product that is formulated to contain baking powder,

Bayside State Prison Bakery will only accept delivery of product that bears the production date by the manufacturer if it is no older than 21 days of the delivery date. Product that bears older manufactured dates will not be accepted nor paid for and shall be removed and replaced at the vendor's expense

3.4.1.8 RATIO OF BREAD BASE TO FLOUR

Base must be reconstituted as 9 parts flour to 1 part base or 10 parts flour to 1 part base.

3.5 SPECIFICATIONS FOR DRY MIXES

The delivered bakery mixes shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution, and sales of the bakery mixes within the commercial marketplace. Delivered bakery mixes shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder. Applicable provisions of the Federal Food, Drug, and Cosmetic Act are contained in 21 CFR Parts 1 to 199.

The dry Cake Mixes shall meet the salient characteristics as specified and shall be formulated as, "WATER ONLY TO-BE-ADDED". Eggs, oils, flavorings, etc. shall not be ingredients to be added by the Using Agency for the cake mixes to produce the desired finished cake.

The Classic Muffin Mix, Corn Muffin Mix and Cake Donut bases shall be formulated as, "WATER ONLY TO-BE-ADDED." Eggs, oils, etc. shall not be ingredients to be added by the Using Agency for the dry muffin mixes to produce the desired finished basic plain muffins or basic corn muffins that have moist and palatable characteristics.

3.5.1 POUND CAKE MIX

Price Sheet Line 00003

Commodity Code: 393-46-063489

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type I, Style E

Pound cake mix, water only to be added, packed in 50 lb bags. Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State,

samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

The product supplied shall contain the following ingredients:

Sugar; enriched bleached flour, hydrogenated vegetable shortening; eggs; whey (milk powder); leavening (baking powder and baking soda) and a noticeable/moderate lemon flavor which must be derived from and include natural lemon flavoring.

As per industry practice the ingredients are listed in decreasing order for content in the mixture.

The bidder is to list ingredients in decreasing order for content in the mixture being offered on the lines provided on the price sheet.

Failure to provide the list of ingredients as specified may make it impossible to evaluate the bid proposal for this item and result in rejection of the bid proposal for this item.

3.5.2 DEVIL'S FOOD CAKE MIX

Price Sheet Line 00004

Commodity Code: 393-46-063490

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type I, Style C

Devil's food cake mix, water only to be added, packed in 50 lb. Bags. Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State, samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

The product supplied shall contain the following ingredients:

Sugar; enriched bleached flour; hydrogenated vegetable shortening; cocoa; eggs; whey (milk powder); leavening (baking powder and baking soda) salt, and flavor.

As per industry practice the ingredients are listed in decreasing order for content in the mixture.

The bidder is to list ingredients in decreasing order for content in the mixture being offered on the lines provided on the price sheet.

Failure to provide the list of ingredients as specified may make it impossible to evaluate the bid proposal for this item and result in rejection of the bid proposal for this item.

3.5.3 YELLOW CAKE MIX

Price Sheet Line 00005

Commodity Code: 393-46-063491

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type I, Style B

Cake mix, yellow, water only to be added, packed in 50 lb. Bags. Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State, samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

The product supplied shall contain the following ingredients:

Sugar, enriched flour; hydrogenated vegetable shortening; eggs; whey (milk powder); leavening (baking powder and baking soda) salt, flavor and (pale yellow) coloring.

As per industry practice the ingredients are listed in decreasing order for content in the mixture.

The bidder is to list ingredients in decreasing order for content in the mixture being offered on the lines provided on the price sheet.

Failure to provide the list of ingredients as specified may make it impossible to evaluate the bid proposal for this item and result in rejection of the bid proposal for this item.

3.5.4 VANILLA CAKE DOUGHNUT MIX

Price Sheet Line 00006

Commodity Code: 393-46-063492

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type III,

Vanilla cake doughnut mix, water only to be added, packed in 50 lb. Bags. Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State, samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

The product supplied shall contain the following ingredients:

Enriched bleached flour; sugar; vegetable shortening, eggs, whey (milk powder); salt and flavor.

As per industry practice the ingredients are listed in decreasing order for content in the mixture.

The bidder is to list ingredients in decreasing order for content in the mixture being offered on the lines provided on the price sheet.

Failure to provide the list of ingredients as specified may make it impossible to evaluate the bid proposal for this item and result in rejection of the bid proposal for this item.

3.5.5 SPECIFICATION FOR CLASSIC MUFFIN MIX

Price Sheet Line 00007

Commodity Code: 393-46-063493

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type V, Style A: Plain

Classic Muffin Mix. water only to be added, packed in 50 lb Bags. Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State, samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

The product supplied shall contain the following ingredients:

Enriched bleached flour; sugar; vegetable shortening, whey (milk powder); leavening (baking powder and baking soda); flavor and color.

As per industry practice the ingredients are listed in decreasing order for content in the mixture.

The bidder is to list ingredients in decreasing order for content in the mixture being offered on the lines provided on the price sheet.

Failure to provide the list of ingredients as specified may make it impossible to evaluate the bid proposal for this item and result in rejection of the bid proposal for this item.

3.5.6 SPECIFICATION FOR CORN MUFFIN MIX

Price Sheet Line 00008

Commodity Code: 393-46-063494

Pursuant to CID A-A-20181A; effective December 16, 1996, et seq.

Type V, Style E: Corn

Corn muffin mix, water only to be added, packed in 50 lb bags. Product shall be manufactured not more than 90 days prior to delivery. As required or determined to be needed by the State, samples for testing shall be prepared according to the Official Methods of Analysis of the AOAC International, Method 920.175(a).

The product supplied shall contain the following ingredients:

Enriched bleached flour; degerminated corn meal, sugar; hydrogenated vegetable shortening; eggs; whey (milk powder); leavening (baking powder and baking soda); corn syrup; salt and flavor.

As per industry practice the ingredients are listed in decreasing order for content in the mixture.

The bidder is to list ingredients in decreasing order for content in the mixture being offered on the lines provided on the price sheet.

Failure to provide the list of ingredients as specified may make it impossible to evaluate the bid proposal for this item and result in rejection of the bid proposal for this item.

3.6 ADDITIONAL RAW MATERIALS SPECIFICATIONS

3.6.1 PARTIALLY HYDROGENATED SOYBEAN OIL, SOLID CUBE

Price Sheet Line 00009

Commodity Code: 393-75-023425

Pursuant to CID A-A-20100C; effective May 1, 2002, et seq.

Type II

Vegetable shortening, solid only, all purpose 50 lb. cube, liquid not acceptable, made from fully refined, partially hydrogenated soybean oil, no tropical oils.

3.6.2 COMPRESSED FRESH YEAST

Price Sheet Line 00010

Commodity Code: 393-90-063495

Yeast compressed, 1 lb. Sections wrapped in a 5 lb. Blocks (40 or 50 lb. per case)

Yeast shall be a tan color and free from objectionable odors and flavors. The fresh yeast shall be in compressed "cake" form and derived from a pure culture of baker's yeast (*Saccharomyces cerevisiae*).

Microbiological Standards:

Salmonella sp: Negative /Class III

BAM CH 6

E. coli: Less than 100 CFU/g

BAM CH 4, AOAC 991.14

Coliform: Less than 1000 CFU/g

BAM CH 4, AOAC 991.14

Chemical Standards:

Moisture: £ 66-71.0%

Activity: ³265-400cc

AOAC 27.8.03 961.06

AACC 89-01

LYC—4% Sugar Risograph w/0.33% cp

Typical Analysis per 100g 'as is' basis

Moisture: 67-70 %

Protein: 15-18 g

Ash: 1.6-2.4 g

Thiamin: 2.55-5.0 mg

Niacin: 12-18 mg (equivalent)

Riboflavin: 1.0-1.4 mg

The fresh yeast shall be transported and stored under refrigeration maintained 33-38°F at all times. The product shall be delivered with at minimum a shell life of three (3) weeks and shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated thereunder.

When stored and used properly, the fresh yeast shall produce products of good volume and texture.

Test results for salmonella shall be negative.

Preservation, packaging, packing, labeling, and case marking shall be commercial.

The Manufacturer/distributor shall certify that the fresh yeast provided under contract shall meet the salient characteristics of the desired product, it conforms to their own specification standards and quality assurance practices, and be the same product offered for sale in the commercial market. Product quality and acceptability shall be in accordance with and under the certification of the USDA/Federal Grain Inspection Service (FGIS)

The State reserves the right to require proof of conformance.

The yeast shall be processed in accordance with good commercial practices (21 CFR Part 110) and shall comply with the Federal Food, Drug, and Cosmetic Act of 1938, as amended and with all regulations issued pursuant to this act.

3.7 WHOLE WHEAT FLOUR QUANTITIES SOUGHT

Price Sheet Line 00011

Commodity Code: 393-51-025927

Pursuant to CID A-A-20126E; effective February 26, 2004, et seq. & the US Standard of Identity for Whole Wheat Flour (21CFR Part 137.2)

The ordering of Whole Wheat Flour (for Bread) is for the Bayside State Prison bakery production and is based on master menu demands for each State institution and State agency and is subject to frequent change. The State cannot offer a schedule of firm delivery dates in this RFP.

The bidder must not offer one (a single) shipment for the entire quantity or the bid proposal will be rejected. Items will be ordered on an as needed basis. Estimated total quantities are based on past usage at the rate of approximately 315,000 lbs per six-month period in increments of approximately 45,000 – 50,000 lbs per shipment. *This contract is for, at minimum, two (2) years.*

It is expected that the contractor and Bayside State Prison will arrive at a mutually agreeable delivery schedule that will enable the bakery to achieve uninterrupted bakery production and that will enable a contractor to consolidate mixed delivery lots, if applicable.

3.8 WHOLE WHEAT FLOUR CONFORMANCE

The product sought shall be in complete conformance and compliance with Commercial Item Description (CID) A-A-20126E (February 26, 2004, et seq.) and the US Standard of Identity for Whole Wheat Flour (21 CFR Part 137.2) includes the parameters prescribed within the analytical specifications noted herein Section 3.0 et al.

3.8.1 FLOUR SUMMARY

The purpose of this contract is to supply USA (milled from USA grown high protein Spring or Winter wheat) whole wheat flour (meeting the bread flour characteristics/standards prescribed below in Sections 3.8.2 and 3.8.3 of this RFP) for bread baking to the Bayside Prison Bakery Facility, using bulk tractor trailer delivery for 50lb or 100lb bagged wheat flour. It is anticipated that an estimated 45,000 - 50,000 lb. of whole wheat flour, bagged will be needed per six week intervals.

3.8.2 WHOLE WHEAT- WHEAT MILLING GUIDELINES

Whole wheat flour shall be milled domestically (in the US) from selected stocks of thoroughly cleaned and tempered premium grade high protein USA (domestic) wheats. It shall be enriched, bromated and kosher certified by the appropriate authority. It shall be free of rancid, bitter, musty or other undesirable flavors or odors and shall not exceed the US Federal Grain Inspection Service (FGIS) guideline for vomitoxin levels (stipulated as not to exceed 1.0 p.p.m. of vomitoxin for final product). The flours shall be suitable for use in continuous and conventional baking processes.

3.8.3 BAGGED WHOLE WHEAT BREAD FLOUR CHARACTERISTICS

Price Sheet Line 00011

Commodity Code: 393-51-025927

Pursuant to CIDA-A-20126E, effective February 26, 2004 et seq.

The whole wheat flour must meet the following standards:

The product is to be US milled from selected stocks of thoroughly cleaned and tempered USDA grade number 2 or better wheats. This flour must comply with FDA standards of identity. The flour shall be enriched, bromated and sifted prior to packaging and loading.

The bagged whole wheat bread flour must meet the following **standards**:

Moisture	14.0%	Maximum
Ash	1.90%	Maximum
Protein	12.0%	Minimum

Enrichment Usage: 0.25 oz. Per cwt.

Ingredient legend:

Thiamine mononitrate	1060 mg./oz.
Riboflavin	720 mg./oz.
Niacin	8400 mg./oz.
Iron	6800 mg./oz.

Enrichment mix may vary 5% among mix.

Farinograph specifications:

Peak time	7.5 minutes	1.0 minutes
Mti	25	5 bu
Absorption	62.0	1.5%
Stability	14.0 minutes	2.0 minutes
Amylograph:		
Standard	275 bu	aacc 22-10
Modified	75 bu	Per aacc 22-10

Microbiological:

Total Plate Count	25,000/g max	Barn Method
E. Coli	< 10/g	Barn Method
Coliform	250/0 max	Barn Method
Coagulase pos. Staph	Negative	Barn Method
Salmonella	Negative	Barn Method
Yeast & Mold	1000/g max	Barn Method

3.8.4 QUALITY ANALYSIS

The Contractor shall perform product testing and quality analysis for each lot of whole wheat flour, to ensure that the product meets or exceeds the commodity specifications. The results shall be evidenced by a Certificate of Analysis (COA) provided to the Using Agency with each delivery.

3.9 PACKAGING MATERIALS FOR

All containers and packaging materials (fabricating materials) shall be manufactured and assembled in the United States and constructed to meet the requirements of the Food and Drug Administration (FDA) for safe contact with the product.

3.9.1 PACKAGING OF WHOLE WHEAT FLOUR LINE ITEM

Line #00011 of this RFP specifies whole wheat bread flour in, 50 lb (or 100 lb sacks will be acceptable) multi-wall paper bags conforming to Federal Specification UU-S-48, Level C packing, as amended. The bags utilized shall be of the type normally used in commercial channels and constructed with the applicable carrier rules and regulations.

The month/year of pack shall appear on all sacks. A date fill code may be applied in addition to, but not in lieu of, the month/year of pack.

A lot code unique to each lot shall be legibly marked. Contractors shall provide the Bayside Prison Bakery with an explanation of the lot coding system utilized.

Nutritional information shall be affixed to the packaging in accordance with the nutrition labeling regulations of the Food and Drug Administration (USFDA) as specified in 21 CFR Part 101.

The sacks shall be marked with the USDA FOOD shield.

The bag closures shall be secured to prevent the product from leaking out of the bags during distribution. The use of recycled materials is not required if performance or food safety is jeopardized. Orders will be in skid quantities, palletized on a Number 2, four-way, reversible flush stringer with no broken runners or slats and tightly stretch wrapped.

3.9.2 KOSHER CERTIFICATION

Kosher status: Packages of whole wheat bagged flour products must be sealed and certified "kosher" by appropriate authority.

3.10 WHOLE WHEAT FLOUR SHIPMENTS

3.10.1 TRAILER TRANSPORT

Delivery must be palletized securely, with sacks/bags stacked in such a way as to minimize the bags from overhanging the edges of the pallets and make them easily accessible for forklift removal.

For each whole wheat bread flour delivery that is made by bulk trailer, it shall contain approximately 45,000 lb - 50,000 lb. loaded, transported and unloaded in accordance with Department of Transportation/F.D.A. requirements. The weight of the exact quantity shipped shall be evidenced by the official weight certificate and included with the invoice. The vehicle will be unloaded the day of arrival by bureau personnel during the hours of 8:00 AM to 1:00 PM.

3.10.2 LOAD DEFECT CONTROL

Extraneous matter: Each delivery shall be certified to be in compliance with current regulatory requirements and shall not exceed the defect action levels established by the U.S. Food and Drug Administration or any other regulating bodies.

3.10.3 CLIMATE CONTROL

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

The finding of any evidence of deterioration due to damage, mishandling, unsanitary or infestation conditions shall not be acceptable.

3.10.4 QUALITY CERTIFICATION REQUIRED AT DELIVERY

General- All products offered as meeting the specification requirements must arrive at the Using Agency in food quality pristine packaging and delivery containers with the product(s) delivered in excellent condition.

Products shall have a shelf life of at least three months from the date of manufacturer and shall not be manufactured more than 30 days prior to shipping.

Each shipment of the various line items shall be accompanied by a mill laboratory analysis report that supplies the real values from a particular mill run for the flour delivered, but is not limited to the following information for each product received (based upon a 14% moisture basis):

Moisture	%
Ash	%
Protein	%
Flour Color (white only)	

Farinograph specifications:

Peak time	minutes
Mti	bu
Absorption	%
Stability	minutes
Amylograph	bu
Falling Number	# per second

3.11 GENERAL TRANSPORTATION FOR BAKERY MIXES AND MATERIALS

3.11.1 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.

Notwithstanding vendors awarded contracts consisting solely of non-perishable groceries:

Shipments shall be made in mechanically refrigerated trucks with the refrigeration equipment operating and the interior of the refrigeration unit not to exceed the temperature specified for the item(s) as denoted below. Contractor will assure that all products are processed, packaged and stored in refrigerated/freezer areas that are sufficient to maintain product quality/excellence until delivery of product into the using agency's refrigerator/freezer or stock room as the product requires for safe food handling.

All chilled shipments shall be made in mechanically refrigerated trucks as prescribed below.

The contractor will be responsible for delivering **chilled/refrigerated yeast and other perishable products**. Refrigerated meat/provisions are not to exceed an internal temperature of 36°F or reach an internal temperature lower than 28°F [temperature for refrigerated items is not to exceed **33°F - 38°F** in the cargo hold of mechanically refrigerated truck transporting/delivering these items].

The finding of any evidence of deterioration due to mishandling or lack of sufficient refrigeration shall not be acceptable.

General- All products offered as meeting the specification requirements must arrive at the Using Agency in pristine packaging and delivery containers with the product(s) delivered in excellent condition.

3.12 GENERAL PACKING REQUIREMENTS FOR MIXES & OTHER BAKERY MATERIALS

Cases/cartons, if applicable, shall be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product.

Each shipping carton shall be labeled legibly to show:

- A) Name of product contained
- B) Item number
- C) Product number
- D) Net weight

- E) Plant number
- F) Name, address and date packed (month, day, year)
- G) USDA or applicable grading/inspection markings.
- H) Expiration or "best by/use by" date clearly marked.

3.13 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 where applicable. 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: *E-coli*, *Salmonella*, etc.)

3.14 QUALITY CONTROL & CONTAMINANTS

The manufacturer shall be responsible for compliance with 21 CFR Ch. 1 Part 101, 21 CFR Part 110, 21 CFR Ch. 1 Part 136, 21 CFR Ch. 1 Part 137, 21 CFR Ch. 1 Parts 167-169, 21 CFR Ch. 1 Part 170, 21 CFR Ch. 1 Part 172, 21 CFR Ch. 1 Part 173, 21 CFR Ch. 1 Part 174, 21 CFR Ch. 1 Parts 182-189, etc.; 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; 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 the in whole wheat flour and/or its enrichment components, bread base, soybean oil, sugar, fresh cake yeast or the bakery mixes and/or their enrichment, preservative or flavoring components, that are deleterious to human health, the product affected shall be removed from the State Agency by the supplier immediately, with all costs born by the Contractor for the removal and replacement and/or reimbursement for financial outlay.

3.14.1 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.

3.15 DELIVERY

3.15.1 DELIVERY POINT

ALL deliveries are to be made to the bakery at Bayside State Prison, Route 47 & Delsea Drive, Leesburg, NJ 08327. All deliveries are to be cleared at least 48 hours prior to expected delivery

date with the Deptcor personnel on site. Contractor must contact Anthony Finocchiaro (856) 785-0040 ext. 5208 to schedule security clearance as and where required.

3.15.2 DELIVERY FREQUENCY:

Deliveries will be scheduled by the Bakery Industrial Office but are expected to be approximately one truckload every six weeks

3.16 SECOND HALF OF FIRST YEAR CONTRACT PRICING

The State will permit contractor(s) to submit revised net pricing, which will be reviewed by the State for applicability for the second-half of the first-year of the contract period. The revised pricing for each contract line awarded, Price Lines 00001 - 00011, must be received by the Purchase Bureau no later than four calendar months after the start date of the initial contract, for consideration. Net unit pricing for Price Lines 00001 through 00011, shall be submitted on the attached form: Appendix 3.16.

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 fourth month anniversary day. All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this fourth month anniversary date will not be accepted. (For example, if the start date of the term contract is **March 1, 2008**, then the fourth month anniversary shall be **July 1, 2008**.) 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-half of year-one (the original contracted pricing).

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

Net pricing that reflect price increases above the US Government reported Producer Price Index for that commodity (as detailed in the Producer Price Index Product Chart as found in Section 3.20 of this RFP below), with the base being March 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 March 2008 (used to calculate the submission due no later than July 1, 2008) is for September 1, 2008 approval, when the start of the initial contract is March 1, 2008 conversely, the base of April 2008 (used to calculate the submission due no later than August 1, 2008) is for October 1, 2008 approval, when the start of the initial contract is APRIL 1, 2008).* The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated four-month percent change (unadjusted-first published); the base month is March 2008 *(relative to the anniversary date of the initial contract as explained above)*.

Approved second-half of first-year net pricing will take effect for orders placed on or after the Six-month 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.

3.17 FIRST HALF OF SECOND YEAR CONTRACT PRICING

The State will permit contractor(s) to submit revised net pricing, which will be reviewed by the State for applicability for the first-half of the second-year of the contract period. The revised pricing for each contract line awarded, Price Lines 00001 – 00011, must be received by the Purchase Bureau no later than ten calendar months after the start date of the initial contract, for consideration. Net unit pricing for Price Lines 00001 through 00011, shall be submitted on the attached form: Appendix 3.17.

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 1, 2008**, then the tenth month anniversary shall be **January 1, 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 second-half of year-one.

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

Net pricing that reflect price increases above the US Government reported Producer Price Index for that commodity (as detailed in the Producer Price Index Product Chart as found in Section 3.20 of this RFP below), with the base being July 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 the initial contract and therefore, the second-half of year-one "pricing review" timeline. For example, the base of September 2008 (used to calculate the "pricing review" submission due no later than January 1, 2009) is for March 1, 2009 approval (the anticipated One Year anniversary), when the start of the initial contract is March 1, 2008. Conversely, the base of October 2008(used to calculate the "pricing review" submission due no later than February 1, 2009) is for April 1, 2009 approval (alternate One Year anniversary date), when the start of the initial contract is April 1, 2008).* The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated six-month percent change since the second-half of year-one price, (unadjusted-first published); the base month is September 2008 *(relative to the anniversary date of the initial contract and the second-half of year-one revised "pricing review" timeline as explained above).*

Approved first-half of second-year net pricing will take effect for orders placed on or after the One Year 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.

3.18 SECOND HALF OF SECOND YEAR CONTRACT PRICING

The State will permit contractor(s) to submit revised net unit pricing, which will be reviewed by the State for applicability for the second-half of the second-year of the contract period. The revised pricing for each contract line awarded, Price Lines 00001 - 00011, must be received by the Purchase Bureau no later than four calendar months after the One Year anniversary date of the

initial contract, for consideration. Net unit pricing for Price Lines 00001 through 00011, shall be submitted on the attached form: Appendix 3.18.

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 fourth month after the One Year anniversary date of contract start (a.k.a., sixteenth-month anniversary date). All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this fourth month after the One Year anniversary date of contract start (a.k.a., sixteenth-month anniversary date), will not be accepted. (For example, if the start date of the term contract is **March 1, 2008**, then the fourth month after the One Year anniversary shall be **July 1, 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-half of year-two.

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

Net pricing that reflect price increases above the US Government reported Producer Price Index for that commodity (as detailed in the Producer Price Index Product Chart as found in Section 3.20 of this RFP below), with the base being March 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 March 2009 (used to calculate the submission due no later than July 1, 2009) is for September 1, 2009 approval, when the start of the initial contract is March 1, 2008. Conversely, the base of April 2009 (used to calculate the submission due no later than August 1, 2009) is for October 1, 2009 approval, when the start of the initial contract is April 1, 2008).* The current access to this PPI information is described in Section 2.2 of the RFP.

Revised pricing shall not exceed the calculated six-month percent change since the first-half of year-two price (unadjusted-first published); the base month is March 2009 *(relative to the anniversary date of the initial contract and the first-half of year-two revised "pricing review" timeline as explained above).*

Approved second-half of second-year net pricing will take effect for orders placed on or after the Eighteen-month 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.

3.19 "PRICING REVIEW" SUBMISSION SUMMARY TABLE

Contract begins	PPI Base Month	RFP Contract Pricing	Received by State no later than 2:00 P.M. EST	Approved Revised Price effective, on or after
03/01/2008	03/2008	Section 3.15 2 nd Half, Yr 1	July 1, 2008	September 1, 2008
	09/2008	Section 3.16 1 st Half, Yr 2	January 1, 2009	March 1, 2009
	03/2009	Section 3.17 2 nd Half, Yr 2	July 1, 2009	September 1, 2009

If contract award is delayed until late March and starts April 1, 2008:				
04/01/2008 (alt. start)	04/2009	Section 3.15 2 nd Half, Yr 1	August 1, 2008	October 1, 2008
	10/2008	Section 3.16 1 st Half, Yr 2	February 1, 2009	April 1, 2009
	04/2009	Section 3.17 2 nd Half, Yr 2	August 1, 2009	October 1, 2009

3.19.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS

FOR EXAMPLE (a sack of flour) or (per pound) as applicable and 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)
PPI Base Month (<i>equals</i>)	107.6
Difference/increase in PPI measurement (2 decimals) (<i>multiply by</i>)	<hr/> 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).	<hr/> \$5.6156 per case of 12

3.19.2 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 twenty-second 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 six-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 3.16 through 3.19.2 of this RFP.)

3.20 PRODUCER PRICE INDEX: PRODUCT CHART

Price Line	Commodity	PPI Industry Data Series ID	PPI Product
00001	393-81-030460	PCU 3113123113120	Refined Granulated Cane Sugar and by-products
00002	393-04-060716	PCU 3118223118220	Prepared Flour Mixes
00003	393-46-063489	PCU 31182231182201	Cake Mixes, including Gingerbread, made from purchased flour
00004	393-46-063490		
00005	393-46-063491		
00006	393-46-063492		
00007	393-46-063493		
00008	393-46-063494		
00009	393-75-064476	PCU 311225 311225 24	Partially Hydrogenated Soybean cooking or salad Oil, fully refined & deodorized
00010	393-90-063495	PCU 3119993119997	Baking Powder and Yeast
00011	393-51-025927	PCU 31121131121118	Whole Wheat Flour

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/08x39422.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.

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/08x39422.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/08x39422.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/08x39422.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 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/08x39422.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/08x39422.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/08x39422.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/08x39422.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 00002, 00009 and 00011** for evaluation and testing purposes are to be made available at no charge and delivered to **Bayside State Prison**, at the bidder's expense. The bidder must, within **five (5)** working days following a request from the State, submit bid samples to the **Bayside State Prison**. Bid samples will not be returned. The State will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00002, 00009 and 00011** 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 00002, 00009 and 00011**. The testing results of the State are final.

A Qualified Product List (QPL) is being used in this procurement **for pricing lines 00001, 00003-00008 inclusive, and 00010**. The bidder shall only bid a product on the QPL **for pricing lines 00001, 00003-00008 inclusive, and 00010**. 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 **five (5)** working days following a request from the State, submit a bid sample to **Bayside State Prison**. 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 reprocurements can contact the buyer for this RFP after contract award. **Bayside State Prison** will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurement. 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 reprocurement.

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.

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

4.4.7 METHOD OF BIDDING

The prices submitted in response to this solicitation shall be per line item, net, FOB destination to The Bayside State Prison. Award will be made on a per line basis.

Where requested on the price sheet, for each price line item, the bidder shall supply the manufacturer or mill name, brand name, net weights, yields, ingredient list and packaging information. Failure to provide the requested information may result in rejection of the bid for the affected line item.

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

Prices shall be FIRM/FIXED and may be subject to adjustment tied to the Producer Price Index, when an application is made by the contractor within the guidelines provided elsewhere in the RFP and said application is accepted by the Director of the Division of Purchase and Property. No additional mark-up during the term of this contract. Escalation clauses for product, services, freight, handling, fuel, etc., are not acceptable.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39422.shtml>.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39422.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 60 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 Agency is** authorized to order and **the contractors are** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using

Agency reveals 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/08x39422.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 Delivery time ARO.

6.1.5 Bidder provides QPL as prescribed on the affiliated price line.

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.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made, on a per line item basis, with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(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 3.16

Second-Half of First-Year (Year-One) Contract pricing for 08-X-39594

FOODS: Specialty Items, 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 fourth month anniversary day. All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this fourth month anniversary date will not be accepted. (For example, if the start date of the term contract is **March 1, 2008**, then the fourth month anniversary shall be **July 1, 2008**.) 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-half of year-one (the original contracted pricing).

FOR EXAMPLE:

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
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

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 3.17

First-Half of Second-Year (Year-Two) Contract pricing for 08-X-39594

FOODS: Specialty Items, 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 1, 2008**, then the tenth month anniversary shall be **January 1, 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 second-half of year-one.

FOR EXAMPLE:

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
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

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 3.18

**Second-Half of Second-Year (Year-Two) Contract pricing for 08-X-39594
FOODS: Specialty Items, 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 fourth month after the One Year anniversary date of contract start (a.k.a., sixteenth-month anniversary date). All submissions received by fax or mail after 2:00 p.m. (Daylight Savings Time) this fourth month after the One Year anniversary date of contract start (a.k.a., sixteenth-month anniversary date), will not be accepted. (For example, if the start date of the term contract is **March 1, 2008**, then the fourth month after the One Year anniversary shall be **July 1, 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-half of year-two.

FOR EXAMPLE:

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
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

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