



Request for Proposal 06-X-38372

For: Food: Re-bid of Coffee Only, Statewide Delivery

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	11/17/05	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	DATE	TIME
Mandatory Site Visit (Refer to RFP Section 1.3.2 for more information.)	DATE	TIME
Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information.)	12/06/05	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.

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

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

Using Agency/Agencies

State of New Jersey
Cooperative Purchasing Members

Date: 11/02/05

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various State Using Agencies. The purpose of this RFP is to solicit bid proposals for coffees for delivery statewide. This is a re-bid of the coffee portion of the coffee/tea RFP 06-X-37771. The coffee portion was cancelled.

The intent of this RFP is to award (a) contract(s) to that (those) responsible bidder(s) whose bid proposals, conforming to this RFP is (are) most advantageous to the State, price and other factors considered.

The NJ Standard Terms & Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml> will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

Bidders are advised to take into account the total estimated quantities anticipated, including the State's Cooperative Purchasing Partners.

1.2 BACKGROUND

This is a procurement of the Coffee term contract, which has expired (inquiries regarding past pricing may be submitted through the Q&A link described in section 1.3.1) and the Decaf Coffee and Teabags, Regular & Decaf term contract presently due to expire on 11/30/05. The two contracts are now combined in this RFP. **Note: Tea is not a part of this particular RFP.** Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is T-1098 for Decaf Coffee and Teabags. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

The two contracts are being combined for the first time presenting an opportunity for greater cost savings. With the new combined contract, contractors may be able to combine shipments to achieve larger quantity deliveries and lower prices.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or

information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

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

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for electronic questions and inquiries relating to this RFP is **11/17/05** at 5 pm. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 RESERVED

1.3.3 RESERVED

1.3.4 RESERVED

1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<u>DATE:</u>	12/06/05
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	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 on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

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

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

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

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

1.4.2 ADDENDUM AS A PART OF THIS RFP

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

1.4.3 ISSUING OFFICE

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

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

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

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.**

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

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

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, 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 shall be part of any contract awarded or order placed as result of this RFP.

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

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 Instructions and Specifications

3.1.1 ITEM DESCRIPTION / ESTIMATED QUANTITIES:

The various coffee items to be purchased along with the quantities are identified on the RFP price sheet. For the purposes of this RFP, the grading and / or technical specifications for each item are found in this section and/or on the RFP price line sheets (price sheet may be accessed and printed out by clicking on the appropriate link on the Purchase Bureau webpage for this RFP). These "line item" specifications are part of the entire RFP document which constitutes the contract to be entered into with the successful bidder(s).

The RFP line items listed on the price sheet of this RFP consist of Various Coffees (price line items 1 and 2).

Each coffee item identifies the following five (5) delivery quantities (shipment quantity) required and is also indicated on the pricing sheets attached to this RFP:

- Designated Quantity of a Single product Item Delivered to Any One Location Statewide
- 200 cases or more - Total Quantity of one or more product items Delivered to Any One Location Statewide
- 100 cases to 199 cases - Total Quantity of one or more product items Delivered to Any One Location Statewide
- 25 cases to 99 cases - Total Quantity of one or more product items Delivered to Any One Location Statewide
- Less than 25 cases - Total Quantity of one or more product items Delivered to Any One Location Statewide

***The estimated case quantities are based on prior purchases and are to be used for information purposes only. The estimated case quantities shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.**

It is important to note that the primary users of this contract are the various prisons within the Department of Corrections and the various institutions within the Department of Human Services. However, any State Agency within the State of New Jersey may participate in this contract. If the contractor agrees to extend its State Contract to quasi-State agencies, counties, municipalities, school districts, county colleges and State colleges, then those entities may also use this contract.

3.1.2 DELIVERY REQUIREMENTS

Suggested delivery time for direct ship orders shall be within five (5) to seven (7) days ARO (after receipt of order). The bidder is to specify delivery time on the signatory page, item 16. Delivery times greater than 30 days will not be considered.

USDA Certification and case stamping is required for all deliveries for line items 1 and 2 as stated on the pricing lines of this RFP. The USDA Certification must be on file with the Quality Control Laboratory at Distribution and Support Services (DSS) prior to shipping the product. Certificates are to be sent to the attention of:

**Kevin Ryan, Chief QAL
Department of the Treasury
Distribution & Support Services
1620 Stuyvesant Avenue
West Trenton, New Jersey 08625-0234**

The contractor shall provide, for each delivery, a receipt showing the items being delivered and the Using Agency purchase order number. When a contractor delivers to a Using Agency, it shall obtain proof of delivery signed by an authorized employee of the receiving unit, location or Agency. This proof of delivery must accompany the contractor's invoice submitted for payment.

Prices submitted shall be net, FOB Destination, and shall include, where specified, platform (dock) delivery and inside delivery when Using Agencies do not have dock facilities.

3.1.3 DELIVERIES AND INVOICING

As explained in section 3.1.1, there are five delivery quantities shown on the price sheet represented as columns on the price sheet.

Delivery of orders for individual single product items:

The first column on the price sheet is for shipment to any one agency location of a single product item in the quantity shown specifically for each single product item. The invoice pricing must be the contract pricing for the shipment of the single product item in the quantity specified on the price sheet for the product item.

The next four columns on the price sheet are for shipment of the line item in various quantity ranges i.e. 25 to 99 cases, as listed in section 3.1.1 above. The invoice pricing must be the contract pricing for the shipment of the single product item in the quantity falling within the quantity range specified on the price sheet for the product item.

The contractor will be responsible for delivering product items in any of the five (5) delivery quantities listed on the price sheet.

3.2 SECTION 1 - VENDOR DIRECT SHIP DELIVERIES:

3.2.1 GENERAL INFORMATION:

This section provides information for contractors delivering coffee in various quantities, directly to State and Local Government Agencies located throughout the entire State.

3.2.2 RESERVED

3.2.3 SECURITY MEASURES

Deliveries to prisons and other secure institutions will be necessary and may require additional delivery time as a result of security procedures. Contractors must follow such security arrangements as may be required by the Using Agency.

The contractor and its personnel shall be subject to and shall comply with all security regulations and procedures at each facility. All contractor drivers and carrier drivers (including UPS and similar delivery services) will be subject to all security regulations and requirements at each individual facility. This may include body and vehicle searches for contraband as well as prohibited items.

Maximum security correctional facilities have the most stringent security requirements. Compliance with these requirements may require driver time and patience, but must be followed exactly. Failure to deliver due to driver non-compliance with respect to required security measures at any correctional facility may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

State prisons that may require special instructions / requirements are listed below. Other delivery locations or delivery locations that may require special instructions/requirements may be added during the term of the contract - to include cooperative purchasing partners such as county jails and prisons.

DEPARTMENT OF CORRECTIONS DELIVERY LOCATIONS

Albert C. Wagner Correctional Facility
Ward Avenue
PO Box 500
Bordentown, NJ 08505

Approximate inmate population: 1,394

Requires weekly delivery

Acceptable delivery days: **CALL FOR APPOINTMENT**

Receiving hours: Morning - 8:05am - 12:00pm
Afternoon - 1:00pm - 2:30pm

Accessibility: Dock unloading capability. No size restrictions for tractor/trailer, trucks.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.

DELIVERY CONTACT:

Robert Mack, FSS
Phone: (609) 298-0500 ext. 1404
Fax: (609) 298-3639

Bayside State Prison
Route 47
Leesburg, NJ 08327

Approximate inmate population: 2,487

Requires weekly delivery

Acceptable delivery days: Tuesday through Friday

Prohibited days: Monday

Receiving hours: **CALL FOR APPOINTMENT**

Accessibility: No dock unloading capability. No size restriction for tractor/trailer truck size.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.
2. All deliveries must be made to the warehouse on site.

DELIVERY CONTACTS:

Primary: Robert Gredone, FSS
Phone: (856) 785-0040 ext. 5410

Fax: (856) 785-2475

Alternate: Keith Pew

Phone: (856) 785-0040 ext. 5410

Fax: (856) 785-2475

East Jersey State Prison
Woodbridge Road
Rahway, NJ 07065

Approximate inmate population: 2,295

Acceptable delivery days: Monday through Friday

Receiving Hours: **CALL FOR APPOINTMENT**

Accessibility: Tractor trailer may not exceed 13 ft. 6 inches in height or 60 ft. in length.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.
2. All deliveries are received outside of the security wall and transferred from the delivering truck to another truck either by hand and/or by pallet jack.

DELIVERY CONTACTS:

Primary: Stanley Lockhart, FSS
Phone: (732) 499-5180
Fax: (732) 499-5088

Secondary: Sanford Siegel, ASST. FSS
Phone: (732) 499-5180
Fax: (732) 499-5088

Edna Mahan Correctional Facility for Women
Drawer E- Pittstown Road
Clinton, NJ 08809

Approximate inmate population: 1,121

Weekly delivery

Acceptable delivery days: Monday through Friday

Receiving hours: **CALL FOR APPOINTMENT**

Accessibility: no limitations on truck size

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.

DELIVERY CONTACTS:

Primary: David Farley, FSS
Phone: (908) 735-7111 ext. 3645

Fax: (908) 735-5246

Secondary: Scott Falco, ASST. FSS
Phone: (908) 735-7111 ext. 3645
Fax: (908) 735-5246

Garden State Youth Correctional Facility
Highbridge Road
Yardville, NJ 08620

Approximate inmate population: 1,829

Requires weekly or biweekly deliveries

Receiving hours: **CALL FOR APPOINTMENT**

Accessibility: Dock unloading capability, 14 ft. 7 inches maximum height for tractor/trailer trucks.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.
2. Pallet deliveries cannot exceed 84 inches in height.

DELIVERY CONTACT:

Primary: Betty Smith, FSS
Phone: (609) 291-2006
Fax: (609) 298-3135

Alternate: Charles Gardener, Asst. FSS
Phone: (609) 291-2006
Fax: (609) 298-3135

Mid State Correctional Facility
Range Road
P O Box 866
Wrightstown, NJ 08562

Approximate inmate population: 620

Acceptable delivery days: Monday through Friday

Note: Be alerted to travel restrictions that may occur on the Fort Dix Military Base.

Receiving hours: 7:30am - 2:30pm **CALL FOR APPOINTMENT**

Accessibility: No dock unloading capability, no size restrictions for tractor/trailer truck.

SPECIAL INSTRUCTIONS:

- 1, 24 hour notification is required prior to delivery.
2. Lift gate required.

DELIVERY CONTACTS:

Primary: Joseph DeNapoli, FSS
Phone: (609) 723-4221 ext. 8452

Fax: (609) 723-8271

Alternate: Robert Jenkins, Asst. FSS
Phone: (609) 723-4221 ext. 8452
Fax: (609) 723-8271

New Jersey State Prison
3rd & Federal Streets
Trenton, NJ 08625
Receiving Gate Located on 2nd Street

Approximate inmate population: 1,932

Acceptable delivery days: Tuesday and Thursday CALL FOR APPOINTMENT

Truck Restrictions: 5 Ton Truck

Accessibility: No tractor/trailer access. Straight truck maximum length 22 ft.
Maximum height 12 1/2 ft. for 13 Ft. door clearance. Dock unloading capabilities.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.

DELIVERY CONTACTS:

Primary: Lorenzo Graues, FSS
Phone: (609) 292-9700 ext. 4618
Fax: (609) 292-6637

Alternate: Jamil Howard, Asst. FSS
Phone: (609) 292-9700 ext. 4618
Fax: (609) 292-6637

Northern State Prison
168 Frontage Road
Newark, NJ 07114

Approximate inmate population: 2,811

Acceptable delivery days: Monday through Wednesday CALL FOR APPOINTMENT

Accessibility: Tractor/trailer may not exceed 12 ft. in height or 48 ft. in length. Dock unloading capability.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.
2. Truck must be turned off - keys turned into loading dock.
3. No glass, prescription drugs or metal food utensils permitted.
4. All pallets must be shrink-wrapped.
5. Not responsible for personal effects of driver or passenger.
6. Truck driver must present a valid drivers license upon request.

DELIVERY CONTACT:

Primary: George Hanuschick, FSS
Phone: (973) 578-2036
Fax: (973) 274-9113

Alternate: Wendell Smith, Asst. FSS
Phone: (973) 578-2036
Fax: (973) 274-9113

Riverfront State Prison
Elm & Delaware Avenue
Camden, NJ 08104

Approximate inmate population: 1,405

Receiving hours: 8:00am - 2:30pm **CALL FOR APPOINTMENT**

Accessibility: Dock unloading capability. Maximum tractor/trailer truck height 13 ft.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.

DELIVERY CONTACTS:

Primary: Yvette Knox, FSS
Phone: (856) 225-5741
Fax: (856) 225-5731

Alternate: Robert Hobbs, FSS
Phone: (856) 225-5741
Fax: (856) 225-5731

South Woods State Prison
215 Burlington Road
Bridgeton, NJ 08302

Approximate inmate population: 3,460

Acceptable delivery days: Monday through Friday **CALL FOR APPOINTMENT**

Accessibility: Dock unloading capability. No restrictions on tractor/trailer size.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.

DELIVERY CONTACTS:

Primary: Mark Romano, FSS
Phone: (856) 459-8116 or 8113
Fax: (856) 459-8111

Alternate: Macho Desiree, Asst. FSS
Phone: (856) 459-8116 or 8113
Fax: (856) 459-8111

Southern State Correctional Facility

4295 Route 47
P O Box 150
Delmont, NJ 08311

Approximate inmate population: 1,684

Acceptable delivery days: Monday through Friday **CALL FOR APPOINTMENT**

Accessibility: Dock unloading capability. No restrictions on tractor trailer/truck size.

SPECIAL INSTRUCTIONS:

1. 24 hour notification is required prior to delivery.

DELIVERY CONTACTS:

Primary: Michael Elliot, FSS
Phone: (856) 785-1300 ext. 6640
Fax: (856) 785-0258

Alternate: Robert Jones, Asst. FSS
Phone: (856) 785-1300 ext. 6640
Fax: (856) 785-0258

3.3 RESERVED

3.4 COFFEE SPECIFICATIONS AND OTHER TERMS AND CONDITIONS

3.4.1 BID PRICES

The price quoted shall be firm and not subject to increase during the term of the contract.

3.4.2 TESTING

(A) The State reserves the right to have a USDA re-inspection in any instance where there is justifiable doubt that coffee meets specifications. If such re-inspection reveals failure to meet specifications, the cost of such re-inspection shall be paid by the contractor and the coffee shall be replaced within five (5) days, or the price adjusted at the option of the State.

3.4.3 PRODUCT SPECIFICATIONS

SPECIFICATION FOR DECAFFEINATED COFFEE, ROASTED, GROUND (Line item 1)

**REVISED SEPTEMBER, 2005
N.J. SPECIFICATION NO. 2525-010-06**

FORMULATION:

The finished coffee product must be derived from coffee types that are in compliance with the following formulation:

<u>Coffee Type</u>	<u>Minimum- Maximum</u>
--------------------	-------------------------

Washed Milds	50 %	-	100 %
Brazilians	0 %	-	30%
Robustas	0 %	-	30%

Formulas can be adjusted to compensate for seasons variation in the green coffee to assure the continuity of a pleasant tasting coffee.

ROAST:

Medium to Medium Dark

GRIND:

Universal Grind:

Percent retained on a U.S.# 16 sieve -- 7% Maximum

Percent through a U.S.# 30 sieve -- 16% to 24%

PACKAGING:

To be packed 13 ounces in nitrogen flushed, metalized bags with a maximum of 4% oxygen at the time of bag closure. Contractor shall furnish a certificate of conformance on oxygen requirement. Coffee must be packed 12/13 oz. per case.

SHELF LIFE:

Minimum 12 weeks

MOISTURE:

Maximum of 6.0 percent moisture in finished product when tested in accordance with either of the following methods from the "Official Methods of Analysis of the Association of Official Analytical Chemists", 16th Edition, 1995:

Chapter: Coffee and Tea

Test: Moisture (Loss on Drying)

Methods: 30.1.19 or 30.1.20

CAFFEINE CONTENT:

Maximum of 0.12 percent caffeine in finished product when tested in accordance with either of the following methods from the "Official Methods of Analysis of the Association of Official Analytical Chemists", 16th Edition, 1995:

Chapter: Coffee and Tea

Test: Caffeine in Roasted Coffee

Methods: 30.1.09, 30.1.10, 30.1.11, or 30.1.12

LABELING:

Bags may be labeled with the vendor's standard imprinting. The containers shall be stenciled on one side with "State of New Jersey- Date Packed", Lot Number, and shall conform to consolidated freight classification requirements. Each container also must show the USDA officially sampled stamp affixed at the point where the containers are sealed, after the containers are so sealed. All weights referred to in the proposal are net weights. Net weights are determined to the nearest 0.1 ounce.

INSPECTION:

Upon receipt of the notice of award, the contractor will make arrangements with the USDA for in-plant inspection. This in-plant inspection must be in accordance with paragraphs 3.6, 4.2, 4.3, and 4.4.2 of the Federal Specification HHH-C-571F (In-process Examination). The inspector will examine the color of the roast, perform the test for grind, and determine conformance to net weight requirements. In addition, the inspector shall draw eight samples of finished product and forward them to the USDA facility in Rippon, Wisconsin for the cup test and the USDA facility in Chicago, Illinois for the moisture determination. Fees for this inspection will be absorbed by the contractor and paid directly by him to the USDA.

Request for inspection shall be directed to the field office nearest to the contractor's processing plant. The address and telephone number of the nearest inspection office may be obtained from: Processed Products Branch, AMS-FV, U.S. Department of Agriculture, Room 709, South Building, Washington, D.C. 20250.

IMPORTANT

The process of sealing shall be performed in the best workmanlike manner in order to assure freshness for a period of not less than twelve (12) weeks from date of delivery.

IMPORTANT--SHIPMENT DELIVERY

The ground coffee must be shipped no later than fifteen (15) days after packaging. Any deliveries that do not meet this requirement will be rejected.

GRADING CERTIFICATE:

See section 5.21.10 of the RFP.

COMMERCIAL ITEM DESCRIPTION:

The finished product decaffeinated coffee must meet the requirements stated in Commercial Item Description (CID) # A-A-20213 B as altered or superseded by this New Jersey Specification # 2525-010-06.

SPECIFICATION FOR COFFEE, ROASTED, GROUND (Line item 2)

State of New Jersey Spec. # 2525-010-05

Revised September, 2005

The coffee furnished must be in strict accordance with the specifications referred to

herein as to Quality, Type, Size, etc.

Formulation:

The finished coffee product must be derived from coffee types that are in compliance with the following formulation:

<u>Coffee Type</u>	<u>Minimum- Maximum</u>	
Washed Milds	50 %	- 100 %
Brazilians	0 %	- 30%
Robustas	0 %	- 30%

Formulas can be adjusted to compensate for seasons variation in the green coffee to assure the continuity of a pleasant tasting coffee.

Roast:

Medium to Medium Dark – Sweet Cup Profile

Grind:

All Purpose Universal Grind:

Finished product shall meet the requirements for Universal Grind as follows, after agitating for five (5) minutes on a shaker or until a constant weight is arrived at for each sieve category. Results reported to the nearest tenth of a percent:

Percent retained on a U.S.# 16 sieve – 7 % Maximum
Percent through a U.S.# 30 sieve – 16 % to 24 %

Packaging:

To be packed fourteen (14) ounces in nitrogen flushed, metalized bags with a maximum of 4 % oxygen at the time of bag closure. Contractor shall furnish a certificate of conformance on oxygen requirement. Coffee must be packed 24 / 14 oz. bags per case. No other pack or size is acceptable.

Shelf Life:

Minimum 12 weeks

Moisture:

Maximum of 3.5 percent moisture in finished product when tested in accordance with either of the following methods from the "Official Methods of Analysis of the Association of Official Analytical Chemists", 16th Edition, 1995:

Chapter: Coffee and Tea
Test: Moisture (Loss on Drying)
Methods: 30.1.19 or 30.1.20

Labeling:

Bags may be labeled with the vendor's standard imprinting. The containers shall be stenciled on one side with "State of New Jersey- Date Packed", Lot Number, and shall conform to consolidated freight classification requirements. Each container also must show the USDA officially sampled stamp affixed at the point where the containers are sealed, after the containers are so sealed. All weights referred to in the proposal are net weights. Net weights are determined to the nearest 0.1 ounce.

Inspection:

Upon receipt of the notice of award, the contractor will make arrangements with the USDA for in-plant inspection. This in-plant inspection must be in accordance with paragraphs 3.6, 4.2, 4.3, and 4.4.2 of the Federal Specification HHH-C-571F (In-process Examination). The inspector will examine the color of the roast, perform the test for grind, and determine conformance to net weight requirements. In addition, the inspector shall draw eight samples of finished product and forward them to the USDA facility in Rippon, Wisconsin for the cup test and the USDA facility in Chicago, Illinois for the moisture determination. Fees for this inspection will be absorbed by the contractor and paid directly by him to the USDA.

Request for inspection shall be directed to the field office nearest to the contractor's processing plant. The address and telephone number of the nearest inspection office may be obtained from: Processed Products Branch, AMS-FV, U.S. Department of Agriculture, Room 709, South Building, Washington, D.C. 20250.

IMPORTANT

The process of sealing shall be performed in the best workmanlike manner in order to assure freshness for a period of not less than twelve (12) weeks from date of delivery.

IMPORTANT--SHIPMENT DELIVERY

The ground coffee must be shipped no later than fifteen (15) days after packaging. Any deliveries that do not meet this requirement will be rejected.

USDA Grading Certificate:

See section 5.21.10 of the RFP.

Commercial Item Description:

The finished product regular coffee must meet the requirements stated in Commercial Item Description (CID) # A-A-20213 B as altered or superseded by this New Jersey Specification # 2525-010-05.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

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

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

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

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, AND FINAL BID OPENING DATE.**(See RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.)

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the “ORIGINAL” bid proposal. Each bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

- Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
Forms	4.4.1.1	Signatory page, signed and completed. http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml
	4.4.1.2	Ownership Disclosure Form http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml
	4.4.1.4	MacBride Principles Certification http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml
	4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml
	4.4.1.6	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml
	4.4.1.8	Not applicable
	4.4.1.9	Not applicable
	4.4.1.10	Not applicable
	4.4.2.7	Action Plan

4.4.1 FORMS

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.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/38372.shtml>.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

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

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.

4.4.1.5 AFFIRMATIVE ACTION

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

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.

4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>, and Section 5.3 of this RFP for additional information concerning this requirement.

4.4.1.7 EXECUTIVE ORDER 134

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

4.4.1.8 SET-ASIDE CONTRACTS

Not applicable to this RFP.

4.4.1.9 RESERVED

Not applicable to this RFP

4.4.1.10 RESERVED

Not applicable to this RFP.

4.4.1.11 BID BOND

Not applicable to this RFP.

4.4.2 SUBMITTALS

4.4.2.1 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this RFP.

4.4.2.2 BIDDER DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.

4.4.2.3 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.

4.4.2.4 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/38372.shtml>.

4.4.2.5 SAMPLES/SAMPLE TESTING

4.4.2.5 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples **for pricing lines #00001 and #00002** for evaluation and testing purposes must be made available at no charge and delivered to the Quality Assurance Unit at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples to the Quality Assurance Unit. Bid samples will not be returned. The Quality Assurance Unit will conduct tests to assure that the bid samples submitted **for pricing lines #00001 and #00002** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines #00001 and #00003**. The testing results of the Quality Assurance Unit are final.

Palatability Testing

The State reserves the right to perform palatability testing of bid samples and products delivered. A test panel is appointed by the Quality Assurance Unit. Palatability testing will be supervised and conducted by DSS' Quality Assurance Unit. The Hedonic Scale Method of measuring food preferences will be used. Testing shall be conducted in an impartial atmosphere with a panel not informed of the brand names, vendors and manufacturers until the award recommendation is approved by the Director. If the testing involves a Qualified Product (QPL) and a proposed approved equal basis product, the QPL product will be used as the basis of comparison. In the event a product bid has been determined not to comply with the bid proposal specifications, that product shall not be eligible for contract award.

4.4.2.6 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

4.4.2.7 PLAN OF ACTION

The bidder should set forth a Plan of Action by utilizing Attachment A of this RFP. The bidder should submit the Plan of Action form with its bid or in the alternative no later than five (5) working days after a written request from the State. If the Plan of Action form is not submitted within these parameters, the bidder's bid proposal will be rejected.

4.4.3 PRICE SCHEDULE

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

4.4.4 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

4.4.4.1 Pricing Instructions

The bidder is strongly advised to review RFP sections 3.1.1, 3.1.2, 3.1.3, 6.1.1 and the price sheet very carefully. The bidder may choose to bid on any one (1) or more product line items described in this RFP and on the price sheet. However, in order to be considered for an award for a line item the bidder must bid all the delivery quantities for the line item(s) it chooses to bid. For example, if the bidder chooses to bid decaf coffee, it must bid all five delivery quantities listed on the price sheet and shown again below* for your convenience. Failure to do so will result in the rejection of the bid proposal for the affected line item.

*Delivery quantities

- Designated Quantity of a Single Product Item Delivered to Any One Location Statewide
- 200 cases or more - Total Quantity of one or more product items Delivered to Any One Location Statewide
- 100 cases to 199 cases - Total Quantity of one or more product items Delivered to Any One Location Statewide
- 25 cases to 99 cases - Total Quantity of one or more product items Delivered to Any One Location Statewide
- Less than 25 cases - Total Quantity of one or more product items Delivered to Any One Location Statewide

The bidder is strongly advised to refer to section 6.1 and 6.5 of the RFP.

The bidder must be able to service all counties and Using Agencies within the State. Bid proposals offered for selected counties or regions will not be accepted, and will be cause for rejection of the bid proposal.

4.4.4.2 Bid prices must be typed or written in ink. Any price change or the appearance of changes (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder for the affected portion(s) of the bid proposal.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

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

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

5.2 STATE CONTRACT MANAGER

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 name, department, division, agency, address, telephone number, fax phone number, and email address.

5.2.1 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.

5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any reprocurement of the contract with the Purchase Bureau.

- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; the Project Performance Assessment Form shall be submitted annually for multi-year contracts and at their completion. For contracts of one (1) year or less, the Project Performance Assessment Form shall be submitted within six (6) months of signing and at project completion.
- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

5.2.3 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.

5.3 BUSINESS REGISTRATION

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

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

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

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

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

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

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

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

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

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

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

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

5.4 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of nine (9) months. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP <http://www.state.nj.us/treasury/purchase/bid/summary/.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) nine month periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.5 CONTRACT TRANSITION

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

5.6 AVAILABILITY OF FUNDS

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

5.7 CONTRACT AMENDMENT

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

The State reserves the right to consider price increases only for any possible contract extension based on documentation evidencing the contractor's cost for product on which it based its original bid price and the new cost for product it will be required to pay to fulfill the terms of the contract for the proposed extension period only. Any additional documentation required by the State for review must be submitted within five (5) working days after written request. This is not a guarantee that the State will allow any price increase.

5.8 CONTRACT ACTIVITY REPORT

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

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

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

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

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

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

5.9 PROCEDURAL REQUIREMENTS AND AMENDMENTS

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

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

5.9.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.10 ITEMS ORDERED AND DELIVERED

The **Using Agencies** authorized to order and **the contractor is** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

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

5.11 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this procurement.

5.12 REMEDIES FOR NON-PERFORMANCE

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

5.13 NUTRITIONAL DATA SHEETS

If requested by the State, the contractor must furnish nutritional data sheets to the Using Agency within five (5) days of such a request.

5.14 PERFORMANCE BOND

Not applicable to this procurement.

5.15 CLAIMS

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

5.16 RESERVED

5.17 RESERVED

5.18 FORM OF COMPENSATION AND PAYMENT

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

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

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

5.18.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

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

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

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

5.19 REQUIREMENTS OF EXECUTIVE ORDER 134

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

5.19.1 DEFINITIONS

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

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

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

5.19.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.19.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no

contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

5.19.4 STATE TREASURER REVIEW

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

5.20 DELIVERIES

5.20.1 Items must be stacked on 48" x 40" four-(4) way grocery pallets before delivery will be accepted at the Using Agency.

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

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

5.20.4 Pallet exchange may be available.

5.20.5 Segregation of product is required (when applicable).

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

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

5.20.8 The contractor must deliver quantities awarded and ordered. The contractor cannot change quantities. Overages will be refused at the contractor's expense and shortages will be cause for formal complaint to the Contract Compliance and Audit Unit of the Division.

5.21 ADDITIONAL TERMS AND CONDITIONS

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

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

5.21.3 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the using agency at the contractor's expense.

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

5.21.5 Product offered shall be of the latest season's pack available as of the effective (start) date of the contract. References for determining latest season's pack and shelf life are:

5.21.5.1 USDA Seasonal Marketing Guide for Fresh Fruits and Vegetables (Latest Edition).

5.21.5.2 USDA Handbook-Usual Planting and Harvesting Date in Principal Producing Areas (Latest Edition).

5.21.5.3 USDA Handbook-Fruits and Tree Nuts: Blooming, Harvesting and Harvesting Dates (Latest Edition).

5.21.5.4 USDA File Code:145-A-3: Requirements for "Latest Season Pack".

5.21.5.5 Department of Defense (DOD) Publication - DOD 4145.19-R-1 Storage and Materials Handling.

Contractor/packers will be required to make such records available to the USDA inspector/grader as may be necessary to document and confirm the month and year of pack. General statements, such as a letter from the contractor/packer indicating that the product is of "latest season pack", will not be acceptable unless the month and year of the pack is included in such letter or statement.

5.21.6 If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to the Using Agency in writing. The Using Agency reserves the right to cancel all or part of any such order and purchase the item or items elsewhere.

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

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

5.21.9 The bidders awarded contracts for items which require USDA inspection and certification must forward copies of all specifications, terms and conditions and item descriptions from the original specifications to the entity which is preparing the item for inspection, certification and delivery. Failure to forward this information may delay USDA certification and in turn delay delivery to the Using Agency. Failure to comply with this requirement may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

5.21.10 For all shipments (canned, dry or frozen) where a certificate (U.S.D.A.- U.S.D.C.) is required, the certificate must be in the possession of the DSS Quality Assurance Unit:

Kevin Ryan, Chief QAL
Department of the Treasury
Distribution & Support Services
1620 Stuyvesant Avenue
West Trenton, New Jersey 08625-0234
Phone: 609-530-4247
Fax: 609-530-3586

prior to the delivery date. Official USDA Roll Stamping is also required on all shipments that require a USDA certificate. If the shipment arrives without the certificate, the shipment will be accepted, provided that the cases

are officially stamped. This shipment will be placed "on hold" pending receipt of the certificate. Failure to provide the certificate within five (5) working days will result in the conditional acceptance being revoked and storage charges being assessed starting on the sixth (6) working day and continuing until the shipment is removed. Cash discount terms will be predicated on the date the delayed certification is received. All cost of inspection and certification will be paid by the contractor.

All canned items must be packaged in accordance with Federal Specification PPP-C-29G "Canned Subsistence Items, Packaging Of" with latest amendments.

5.21.11 The bidders signature on the front page of this solicitation will verify and acknowledge that the bidder has ready access to and will provide USDA grading, certification and case stamping as required in each line item description.

5.21.12 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may immigrate into the product or the product packaging rendering the product unacceptable for sale. Presence of any of these conditions will be cause for complete rejection of the delivery.

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

5.21.14 Unloading Time Limit: Once started, the unloading process may not extend beyond a four (4) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this four (4) hour unloading period has expired.

5.21.15 Closing Time: Appointments must be made if direct delivery to the Using Agency is required and associated closing times must be observed.

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

5.21.17 Special Instructions: From time to time the Using Agency may issue special shipping instruction to the contractor, which will supersede the requirements set forth herein. These special instructions will be communicated to the contractor at the time that order is placed and may affect block patterns or carton marking. The contractor shall make adjustments as appropriate.

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

Contents (industry standard item description)
State contract number

Cartons not complying with all marking requirements at time of delivery may be refused and returned at contractor's expense. No marking of post delivery cartons will be permitted at the Using Agency location.

5.21.19 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by the Using Agency.

5.21.20 Required Block Patterns:

5.21.20.1 Cases of 6/#10 cans must be palletized in 8 block, 7 high configuration before delivery can be accepted.

5.21.20.2 Cases other than 6/#10 cans must be configured with an interlocking block pattern, which must be consistent throughout the load for like items. Stretch wrapping or taping is required for all palletized loads.

5.21.20.3 Palletized loads should be built to a maximum height of 51" for frozen products and 65" for non-frozen products.

5.21.20.4 Standards for height and block patterns can be obtained by calling the Using Agency prior to delivery.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 CONTRACT EVALUATION

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

6.1.1 Price - The State shall use a weighting system to determine prices for evaluation purposes. The weighting system will be made available at the bid opening.

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

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

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

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

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

6.5 CONTRACT AWARD

Contract award[s] on a per line item basis for all delivery quantities within a line item shall be made 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 so to do.