



Request for Proposal 08-X-39594

For: Foods: Specialty Items, Statewide- Multi Year; Tied to the Producer Price Index

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	10/03/07	5:00 PM
Mandatory Pre-bid Conference	NA	NA
Mandatory Site Visit	NA	NA
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	10/17/07	2:00 PM

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

<p>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

Various State Using Agencies

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

State of New Jersey
Cooperative Purchasing Members

Date: September 15, 2007

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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 of New Jersey using agencies. The purpose of this RFP is to solicit bid proposals for **Foods: Specialty Items, Statewide- Multi Year; Tied to the Producer Price Index.**

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

The 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.

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 greatly revised reprocurement of the **Foods: Specialty Items Annual Statewide** term contract, presently due to expire on October 31, 2007 and has been combined with the few items solicited under the **Foods: Fall Special Menu Commodities**, last year, along with many items found on the current **Foods: Specialty Items Spring** set to expire on November 14, 2007. In addition, there are several new commodities for which there are no pricing records. Bidders who are interested in the current contract specifications and pricing information may review the current contracts Enter **T2499** and **T1518** at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

Procedural inquiries on this RFP may be directed to RFP.procedures@treas.state.nj.us. 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

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.

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

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

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

Chilled- Product (meat) 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.

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.

Coarse Grind- Fresh meat ground once using ¾ inch or 1 inch plate.

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

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

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

Equivalent/equivalency- Equal salient characteristics.

Fat Guidelines- As set by the FDA,

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

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

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

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

Frozen- Product (meat) has an internal temperature of less than 28°F (-2.2°C) and is stored at less than 0°F (-17.8°C).

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

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

HAACP- Hazard Analysis Critical Control Point is a systematic approach to the identification, evaluation, and control of product safety hazards that are a biological, chemical, or physical agent

that is reasonably likely to cause illness or injury in the absence of its control. This information is available at: <http://www.cfsan.fda.gov/~lrd/haccp.html>.

IMPS- Institutional Meat Purchase Specifications descriptions are available at <http://www.ams.usda.gov/lsg/stand/st-pubs.htm>.

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

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

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

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

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

Current (08/07) 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 31152 Ice Cream and frozen dessert mfg, as well as*
 - ii.) Select one or more Products 31152-31152 Ice Cream and frozen dessert mfg.*
- These selections will pool together data on file.

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

More Formatting Options —▶

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

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

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

Conversely:

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

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

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

Sodium Free – less than 5 milligrams of sodium per serving

Very low-sodium – 35 milligrams or less per serving

Low-sodium – 140 milligrams or less per serving

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

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

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

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

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

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

USDA- United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. 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.

USDC- United States Department of Commerce. Federal standards for seafood inspection and sanitary conditions at seafood processing facilities. Information is available via: <http://seafood.nmfs.noaa.gov/ApprovedFacilities.htm>

Vibrio- This organism has been found in oysters, clams, and crabs. Consumption of these products raw or re-contaminated can result in illness.

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

IMPORTANT NOTE: For those line items on the Price Sheet specified with a QPL, (for pricing lines 00001 – 00012, 00014 – 00017, 00019 – 00042, 00045 – 00063, 00066 – 00073, 00075 – 00082, 00084 – 00091, 00094 – 00096, 00098, 00100, 00101, 00103 – 00105, 00108, 00110 and 00114 – 00125, inclusive) responsive bidders shall provide offerings for that QPL pursuant to Section 2.2 defining QPL and Section 3.3.2 below within this RFP.

Specialty Foods: Various Refrigerated Provisions, Frozen Provisions and Non-refrigerated Provisions as prescribed herein the RFP text below and on Bidder's Price Sheet attached hereto. *Additional specifications may be noted via subsequent addenda (issued up until the bid opening).* All products herein this RFP shall be manufactured in a clean, sanitary environment in accordance with Title 21 CFR Part 110 – Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food.

FROZEN FISH/SEAFOOD BASED PRODUCTS- all products shall have a minimum 120-day shelf life upon delivery. Product shall be packed in food quality hermetically sealed poly film shrink wrap. COOL (Country of Origin Labeling) and USDC Grade A certificate [PUFI seal] must accompany each delivery. Products shall be manufactured in a United States (domestic), USDC approved facility

COOKED MEATS/DELI -all products shall have a minimum 60-day refrigerated shelf life upon delivery. US inspection roll seal required at delivery.

RAW MEAT – Shall be sourced fresh. The USDA certificate is required at delivery.

FROZEN CONVENIENCE/PREPARED/MEAT- all products shall have a minimum 120-day shelf life upon delivery unless noted otherwise below. US inspection roll seal or USDA certificate required at delivery for Meat.

FROZEN VEGETABLES -all products shall have a minimum 120-day shelf life upon delivery. USDA and Grading seal required at delivery.

FROZEN FRUITS/DESSERTS/BATTERS -all products shall have a minimum 120-day shelf life upon delivery. USDA and Grading seal required at delivery.

DAIRYCASE – Minimum refrigerator shelf life from date of delivery at Using Agency is 90 days. USDA seal required at delivery.

MISCELLANEOUS NON-REFRIGERATED - all products shall have a minimum 120-day shelf life upon delivery. USDA, Grading, COOL seals required at delivery.

3.1 ESTIMATED QUANTITIES

Quantities of many items are outlined below and are estimated based on either on recent term usage or projected usage for several State Using Agencies for **six months of this contract term**. Quantities of product items will vary across items and the individual using agencies based upon their specific food service and other program needs. **There are several new items that have been added to this term contract and some QPL items have been revised.** The State will be obligated only for those quantities on orders issued as a result of this contract. All deliveries will be made to the Using Agencies, within seven (7) days to 10 days A.R.O., F.O.B. destination into the Using (ordering) Agency's store room for dry goods and/or into refrigeration/freezer units as applicable per commodity for perishable products.

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

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

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

3.1.1 SIX MONTH MENU ROUGH ESTIMATES

Price Line	Commodity	Cases, Each or Pounds
00001	393-75-064476	20 cs
00002	390-56-061563	300 cs
00003	390-56-061564	40 cs
00004	385-48-007157	600 lbs
00005	385-48-058901	300 lbs
00006	385-48-062512	200 lbs
00007	385-96-061570	280 cs
00008	385-96-061572	280 cs
00009	385-96-062515	280 cs
00010	385-96-072430	100 cs
00011	385-96-072431	300 cs
00012	385-96-072432	280 cs
00013	385-96-072433	100 cs
00014	385-96-072462	40 cs
00015	385-96-061571	280 cs
00016	385-96-062514	1,100 cs
00017	385-96-062513	280 cs
00018	385-96-072434	100 cs
00019	385-42-033526	1,100 cs
00020	385-42-042893	20 cs
00021	385-47-058840	350 cs
00022	385-47-058841	150 cs
00023	385-47-058896	280 cs
00024	385-47-061565	900 cs
00025	385-47-064468	26, 000 ea
00026	385-42-008401	40 cs
00027	385-47-061567	200 cs
00028	385-47-061568	800 cs
00029	385-47-062510	350 cs
00030	385-54-040763	500 cs
00031	393-54-064479	40 cs
00032	393-48-064475	40 cs
00033	393-48-072445	40 cs
00034	393-54-061574	600 cs
00035	393-54-062597	800 cs
00036	393-54-072444	600 cs
00037	393-63-061573	2,000 cs

Price Line	Commodity	Cases, Each or Pounds
00038	393-60-072449	Assorted Varieties/Flavors: 11,000 cs
00039	393-60-072450	
00040	393-60-072451	
00041	393-60-072452	
00042	393-47-072453	
00043	393-86-064480	100 cs
00044	393-86-064481	300 cs
00045	393-47-072447	350 cs
00046	393-47-072448	150 cs
00047	393-81-062184	350 cs
00048	380-33-062518	1,000 cs
00049	380-33-072441	800 cs
00050	380-33-072442	200 cs
00051	380-90-064484	Assorted Varieties/Flavors: 1,100 cs
00052	380-90-064485	
00053	380-90-064486	
00054	380-90-064487	
00055	380-90-064490	
00056	380-90-064491	
00057	380-90-064492	
00058	390-07-040381	2,500 lbs
00059	390-07-034523	1,500 lbs
00060	390-07-062519	150 cs
00061	385-12-042874	80 cs
00062	385-12-072443	20 cs
00063	390-49-027350	12,000 lbs
00064	390-49-072454	6,000 lbs
00065	390-49-072455	45,000 lbs
00066	390-49-008296	8,000 lbs
00067	390-63-072456	6,000 lbs
00068	390-49-005985	150 lbs
00069	385-42-033377	35,000 lbs
00070	385-42-037423	7,000 lbs
00071	385-42-041865	7,000 lbs
00072	385-42-061579	14,000 lbs
00073	390-49-062579	2,000 lbs
00074	385-42-072429	300 lbs
00075	390-49-008295	9,500 lbs
00076	390-63-072457	6,000 lbs
00077	385-44-037211	175 cs
00078	385-44-055902	28,000 lbs
00079	385-44-064467	9,000 lbs
00080	385-46-058838	1,400 cs
00081	385-67-033384	850 cs
00082	385-67-061562	9,500 lbs
00083	385-67-064470	70,000 lbs
00084	393-43-062596	650 cs
00085	393-43-063580	25 cs

Price Line	Commodity	Cases, Each or Pounds
00086	393-43-056204	100 cs
00087	393-43-063566	35 cs
00088	393-43-063567	35 cs
00089	393-47-062598	250 cs
00090	393-47-062600	100 cs
00091	393-47-062601	100 cs
00092	375-60-064464	18,000 ea
00093	375-60-064465	8,000 ea
00094	393-10-063535	50 cs
00095	393-10-064501	50 cs
00096	393-10-062521	75 cs
00097	393-10-062522	75 cs
00098	393-10-063532	100 cs
00099	393-43-056203	50 cs
00100	393-82-061575	400 cs
00101	393-48-061576	160 cs
00102	393-88-072446	50 cs
00103	383-48-058902	1,000 cs
00104	390-33-062520	50 cs
00105	385-47-062511	280 cs
00106	385-47-064469	280 cs
00107	385-47-072428	60 cs
00108	385-12-064507	25 cs
00109	385-12-072461	30 cs
00110	385-12-062517	290 cs
00111	385-06-072458	30 cs
00112	385-06-072459	30 cs
00113	385-06-072460	30 cs
00114	385-12-064458	25 cs
00115	385-12-064459	10 cs
00116	385-12-064460	10 cs
00117	385-12-064461	10 cs
00118	385-12-064462	10 cs
00119	385-12-064463	10 cs
00120	393-46-062523	1,100 cs
00121	393-47-062524	800 cs
00122	385-46-062509	1,400 cs
00123	385-96-064472	100 cs
00124	385-96-062516	280 cs
00125	385-12-072528	30 cs
00126	385-96-072609	60 cs
00127	393-74-072610	30 cs

3.2 VENDORS' TRANSPORT REQUIREMENTS

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

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

3.2.1 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 shelf stable 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 meat and other perishable products**. Refrigerated items are not to exceed an internal temperature of 36°F or reach an internal temperature lower than 28°F unless the product quality is not degraded by lower temperatures and is allowable by the manufacturer [temperature for refrigerated items is not to exceed **33°F to 38°F** in the cargo hold of mechanically refrigerated truck transporting/delivering these items]. *The finding of any evidence of deterioration due to mishandling, thawing and refreezing, or freezer burn or lack of sufficient refrigeration shall not be acceptable.*

All frozen items shall be maintained and delivered in a pristine and solid frozen state, at 0°F or below.

The contractor will be responsible for delivering **frozen products**. Frozen deliverables shall not exceed an internal temperature of 0°F [truck temperature for frozen items is not to exceed: **-10°F** in the cargo hold of mechanically refrigerated truck transporting/ delivering these items]. Products exceeding 0° at time of delivery will not be acceptable. *The finding of any evidence of deterioration due to mishandling, thawing and refreezing, or freezer burn or lack of sufficient refrigeration shall not be acceptable.*

3.2.2 USING AGENCIES: SITES AND DELIVERY INFORMATION

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

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

HUMAN SERVICES

State Agency County	#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Ancora Psychiatric Hospital Camden County	619	202 Spring Garden Road Ancora, NJ 08037-9699	609 561-1700	609 567-7397
Arthur Brisbane Child Treatment Center Monmouth County	30	Allaire, Rd Farmingdale, NJ 07727	908-938-5061	908-938-9202
G.W. Hagedorn Center For Geriatrics Hunterdon County	181	200 Sanitorium Rd Glen Gardener, NJ 08826	908-537-2141 EXT 2224	908-537-3149
Green Brook Regional Center Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373
Greystone Park Psychiatric hospital Morris County	646	Central Av Greystone Park, NJ 07950 (Morris Plains, NJ)	973-538-1800 EXT 4309	973-538-1053
Hunterdon Developmental Center Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809-4003	908-735-4031	
New Lisbon Developmental Center Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
North Jersey Development Center Passaic County	445	Minnisink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
Trenton Psychiatric Hospital Mercer County	317	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Forensic - Part of Trenton Psychiatric Mercer County	129	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Vineland Developmental Center Cumberland County	545	1676 East Landis Avenue Vineland, NJ 08360	856-696-6000 856-696-6107	856-794-5899
Woodbine Developmental Center Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
Woodbridge Developmental Center Middlesex County	613	Rahway Avenue Woodridge, NJ 07095	732-815-4880	
Vineland Residential Center Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	856-696-6115	856-696-6620
Ewing Residential Center Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-530-3350	

MILITARY AND VETERANS AFFAIRS

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

EDUCATION

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

DEPARTMENT OF CHILDREN & FAMILIES

State Agency & County	Facility Address	Phone Number	Fax Number
Dept of Children & Families Regional School Essex County Campus	395-397 No. 5 th St Newark, NJ 07101	973-648-4333	973-648-4254
Independence High School Essex County	15 Smalley Terrace Irvington, NJ 07111	973-372-4473	973-372-3324
Dept of Children & Families Regional School Bergen County Campus	374 E. Ridgewood Ave. Paramus, NJ 07652	201-261-6231	201-261-2180
Dept of Children & Families Regional School Hudson County Campus	40 Millridge Rd Secaucus, NJ	201-865-4913	201-865-9434
Dept of Children & Families Regional School Morris County Campus	15 Jean St. Morristown, NJ 07960	973-631-6410	973-631-6415
Dept of Children & Families Regional School Passaic County Campus	160 Minnissink Rd. Totowa, NJ 07512	973-256-3337	973-256-7431
Dept of Children & Families Regional School Wanaque Campus —Passaic County	1433 Ringwood Ave. Haskell, NJ 07420	973-839-1909	973-839-3889
Dept of Children & Families Regional School Union County Campus	1524 Terrill Rd. Scotch Plains, NJ 07076	908-322-1641	908-322-9455
Dept of Children & Families Regional School Warren County Campus	540 Rt. 57E Port Murray, NJ 07865	908-689-4650	908-689-1017
Dept of Children & Families Regional School Burlington County Campus	704 Woodlane Rd. Mt. Holly, NJ 08060	609-267-7595	609-267-1931
Capital Academy –Lumberton Campus Burlington County	20 Pioneer Blvd. Mount Holly, NJ 08060	609-953-5608	609-953-2416
Klemmer House Burlington County	20 Pioneer Blvd. Mount Holly, NJ 08060	609-261-5600	609-949-7429
Dept of Children & Families Regional School Camden County Campus	210 Evesham Rd. Cherry Hill, NJ 08003	856-696-6830	856-696-6520
(KIT) Kids in Transition, Excel, Insight Camden Virtua Hospital Camden County	1000 Atlantic Ave. Camden, NJ 08104	856-541-9212	856-541-5546
Dept of Children & Families Regional School Mercer County Campus	1600 Stuyvesant Ave. Trenton, NJ 08618	609-530-4242	609-530-3393
Youth Services Center Mercer County	6 Esther Ave. Trenton, NJ 08619	609-530-4142	609-530-4277

Ann Klein Forensic Center Mercer County	Stuyvesant Ave. West Trenton , NJ 08628	609-633-0883	609-633-2817
Dept of Children & Families Regional School Middlesex County Campus	1377 Rahway Ave. Avenel, NJ 07001	732-499-5035	732-499-0294
Dept of Children & Families Regional School Monmouth County Campus	1076 Wayside Rd Ocean, NJ 07712	732-493-4470	732-493-0944
Dept of Children & Families Regional School Somerset County Campus	1600 Brooks Blvd. Hillsborough, NJ 08844	908-704-3060	908-704-3067
Stabilization & Reintegration Program Burlington County <i>(Developmental Center may order for program)</i>	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
Vision Quest Burlington County	108 Route 72 New Lisbon, NJ 08064	609-894-4856	
Dept of Children & Families Regional School Atlantic County Campus	2562 Tinton Rd. Egg HarborTwp. ,NJ 08234	609-645-6748	609-645-3773
Dept of Children & Families Regional School Cape May County Campus	131 Crest Haven Rd. Cape May, NJ 08210	609-463-4870	609-465-4104
Dept of Children & Families Regional School Cumberland County Campus	928 West Sherman Av. Vineland, NJ 08360	856-696-6830	856-696-6520
Dept of Children & Families Regional School Gloucester County Campus	842 Glassboro Rd. Williamstown, NJ 08094	856-629-2400	856-728-5039
Dept of Children & Families Regional School Ocean County Campus	1141 Old Freehold Rd. Toms River, NJ 08753	732-505-4182	732-349-0210

CORRECTIONS

State Agency & County	#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Adult Diagnostic Middlesex County	679	8 Production Way Avenel, NJ 07001	732-574-2250	732-396-8214
A.C. Wagner Youth Correctional Burlington County	1331	Ward Av. Bordentown, NJ 08505	609-298-0500	609-298-2172
Bayside State Prison Cumberland County	2304	4293 Route 77 Leesburg, NJ 08327	856-785-0040	856-785-0377
Central Reception & Assignment Facility East Jersey State Prison Mercer County	1928	U.S. Rt 1 at Rahway Av Rahway, NJ 07065	732-499-5010	732-499-2078
Edna Mahan Correctional Facility for Women Hunterdon County	1112	30 County Route 513 Clinton, NJ 08809	908-735-7111	908-735-5473
Garden State Youth Correctional Facility Burlington County	1674	Highbridge Road Yardville, NJ 08620	609-298-6300	609-324-9460
Mid-State Correctional Facility Burlington County	638	Range Road Wrightstown, NJ 08562	609-723-4221	609-723-1091

Mountainview Youth Correctional Facility Hunterdon County	1250	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
New Jersey State Prison Mercer County	1955	3 rd and Federal Streets Trenton, NJ 08625	609-292-9700	609-777-8366
Northern State Prison Essex County	2648	168 Frontage Road Newark, NJ 07114	973-465-0068	973-274-9113
Riverfront State Prison Camden County	1009	Delaware Av. & Elm St. Camden, NJ 08101	856-225-5700	856-225-5731
Southern State Correctional Facility Cumberland County	1946	4295 Route 47 Delmont, NJ 08314	856-785-1300	856-785-0396
South Woods State Prison Cumberland County	3360	215 South Burlington Rd. Bridgewater, NJ 08302	856-459-7000	856-459-7531
Stabilization & Reintegration Program Burlington County	116	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896

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

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

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

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

JUVENILE JUSTICE

State Agency & County	#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Albert Elias Residential Community Home Mercer County	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
Camden Community Service Center Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2658	856-614-2670
Campus Program Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
D.O.V.E.S. Residential Community Home Burlington County	12	Bordentown, NJ 08505	609-324-0393	609-324-0955
Edison Prep Residential Community Home Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
Essex Residential Community Home Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
Fresh Start Residential Community Home Monmouth County	28	Allaire Rd Farmingdale, NJ 07727	732-938-2500	732-938-4678

Green Residential Community Home Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693	973-962-4525
Manor Woods Residential Community Home Atlantic County	24	RR #20 Mays Landing, NJ 08330	609-625-1842	609-625-8630
Ocean Residential Community Home Monmouth County	30	Game Farm Road Forked River, NJ 08731	609-693-5498	609-693-1854
Pinelands Residential Community Home Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
Southern Residential Community Home Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-2640
Valentine Residential Community Home Burlington County	12	Bordentown, NJ 08505	609-324-0392	609-324-0955
Voorhees Residential Community Home Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4625	908-638-4670
Warren Residential Community Home Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234

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

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

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

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

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

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

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

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

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

Deliveries to Life Skills & Leadership Academy require 24 hour notification and are available weekdays.

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

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

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

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

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

3.3 PRODUCT QUALITY

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

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

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

A-A-20276A Chicken ... fully cooked
Type VI, Style A, Meat type b, without skin, unbreaded, flamed or grilled

A-A-20150A Chicken Parts, frozen, fully cooked, breaded & unbreaded
Type I Style F, Breading Seasoning ii-minimal

A-A-20341 Frankfurters (Hot Dogs), fully cooked, frozen
Meat Species IV, Size A, Ratio 1

A-A-20119C Oranges, Mandarin, canned
Type I or II, Size D, Packing media 1, 2 or 5a

A-A-20121A Cranberry Juice Cocktail
Type I, multiple flavors

A-A-20133E Sauce, Pasta, Tomato Based, Meatless
Type V, Style A, Traditional flavor

A-A-20038B Potato Products, preformed, precooked, frozen
Type II, Style H, Light/Med,

A-A-20294 Vegetable Blends, Frozen
Type IV

A-A-20055B Cakes, fresh or frozen
Type I, Size 3, Flavor 6-Brownie, Style (b), Un-cut

A-A-20062D Pasta Products, Enriched and Whole Wheat
Type VIII

A-A-20098D Beverage Bases (Powdered)
Type II, Lemonade and Tea flavors

A-A-20183B Tea, Instant
Type I, Style C

A-A-20178A Sugar Substitutes, Non-carbohydrate
Type IV

A-A-20124C Syrup
Type IV, Sugar Free, Maple Flavor, thick

A-A-20335 Barbecue Sauce
Flavor I, Type B

A-A-2021B Salsa – Tomato Based
Type I, Mild/Medium

A-A-20140C Mayonnaise, Salad Dressing...
Type I, Style D

A-A-20162A Salad Dressings, Pourable
Type II, Assorted Flavors

A-A-20292 Burritos, prepared, frozen
Type II, Flavor AA

A-A-20275 Vegetable Patties, frozen
Weight II

A-A-20294 Vegetable Blends, Frozen

A-A-20307 Dough, Cookie, unbaked, refrigerated or frozen
Type II, Style B, Form 1 (see price sheet for variety and size information)

A-A-20277 Pizza, Prepared, frozen
Type I, Style C, 100% real mozzarella

A-A-20253 Cream Cheese, ...related products
Type I, Class C

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

A-A-20286 Crackers

A-A-20195C Snack Foods

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

A-A-20296A Sandwich Crackers

A-A-20295B Cookies

Furthermore, canned and frozen fruit and vegetable quality standards (for processed fruits & vegetables) are available through the food purchase resources links currently available at the USDA Agricultural Marketing Service (AMS) site at:
<http://www.ams.usda.gov/cp/resources.htm>.

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

3.3.1 GENERAL

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.

3.3.2 QPL REQUIRED FOR CONTRACT TERM

QPL “product substitutions” are not permitted. Vendor can submit products for consideration and possible future QPL status after the award of contract.

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

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

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

Nutritional Information shall be provided upon delivery to the Using Agency when an emergency requires that the vendor provide an alternate QPL listed herein this RFP. Non-emergency QPL product substitution [occurring over a period of thirty (30) days or more], shall be authorized by the vendor contacting the buyer of record at the State purchase bureau and an Addendum to the contract award being issued.

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

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

3.3.3 MEATS/POULTRY/DELI

Meat Product(s) shall be evaluated in accordance with the IMPS Quality Assurance Provisions and/or other applicable CIDs (Commercial Item Descriptions); “Inspected for Wholesomeness by U.S. Department of Agriculture”/USDA certifications or inspection marks/roll stamps shall be presented/supplied (as applicable) at the time of delivery for all products.

3.3.4 FISH/SEAFOOD FROZEN

All products shall carry the PUF1 (Packed under Federal Inspection) seal. USDC, COOL and applicable HACCP certifications shall be presented/supplied at the time of delivery for all products.

3.3.5 FRUITS/VEGETABLES- FROZEN OR CANNED; DAIRY AND DRESSINGS

The items underlined above shall be evaluated in accordance with the Code of Federal Regulations (i.e., 21 CFR § Part 131 Yogurt) and Commercial Item Descriptions (in conjunction with the USDA). USDA certifications shall be presented/supplied at the time of delivery for all products. Point of origin information must be marked on the cases.

3.3.6 PREPARED-FROZEN [OTHER THAN THOSE NOTED IN 3.3.3 – 3.3.5 ABOVE]

These commercially prepared items shall be evaluated in accordance with the Code of Federal Regulations and Commercial Item Descriptions (in conjunction with the USDA). As prescribed in this RFP text and attached price sheet, applicable certifications shall be supplied at time of delivery for all products.

3.4 COMPOSITION AND NUTRITION

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

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

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

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

3.5 GRADING/ENDORSEMENTS

3.5.1 FROZEN FISH/SEAFOOD

CN, COOL & USDC certificates required. PUF1

3.5.2 MEATS/DELI

The meat product(s) shall be at minimum USDA Choice and originate from animals that are slaughtered in an establishment operated under and approved under the Meat and Poultry Inspection regulations of the USDA. The finished product shall be prepared, handled and packaged in an establishment operated under and approved under the Meat and Poultry Regulations of the USDA.

***Ground product is not permitted as meat for julienned beef. **Julienned Beef** [thickness NTE ½"] shall be free of bones, skin, cartilage, seedy mammary tissue, exposed heavy tendons and lymph glands. Julienned Beef derived from automatic de-boning machines and/or advance lean retrieval systems shall be excluded.

3.5.3 VEGETABLES- FROZEN

USDA Grade A or as otherwise specified.

Frozen vegetables shall be:

- Of a reasonably uniform color;
- Free from foreign flavor and odor taking into account any added optional ingredients;
- Without excessive small pieces
- Normally developed
- Free from objectionable matter
- Clean and free from foreign material.

Frozen vegetables shall be reasonably free from:

- Extraneous vegetable material
- Stem ends
- Damage by insects or disease
- Mechanically damaged units
- Fibrous units, stems and tough strings.

3.5.4 FRUITS FROZEN

USDA Grade B unless specified otherwise.

Frozen fruit shall be:

- Of a reasonably uniform color;
- Free from foreign flavor and odor taking into account any added optional ingredients;
- Without excessive small pieces
- Normally developed
- Free from objectionable matter
- Clean and free from foreign material.

Frozen fruit shall be reasonably free from:

- Extraneous vegetable material
- Stem ends
- Damage by insects or disease
- Mechanically damaged units
- Fibrous units, stems and tough strings.

3.5.5 DAIRY CASE

USDA Quality Approved Inspection Shield is required.

3.6 PACKAGING OBLIGATIONS

Expiration dates shall be openly displayed on the exterior of corrugated cases and appropriately marked on the interior packages.

The contractor will assure that packaging and packing materials used for the term of this contract shall comply with FSIS regulations.

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

Packaging shall:

A) protect the taste, aroma, visual and other palatable properties measured by the senses and other quality characteristics of the product;

B) protect the product against microbiological and other contamination;

C) protect the product from dehydration and, where appropriate, leakage as far as technologically practical; and

D) not pass on to the product any odor, taste, color or other foreign characteristics throughout the processing (where applicable) and distribution of the product up to the time of receipt into the Using Agencies' facilities.

3.6.1 UNCOOKED MEAT

Products shall have a freezer shelf life of 120 days minimum upon delivery to using agency. No product will be accepted that is greater than 60 days removed from the original pack date.

Bulk julienned meat items will be fresh-packaged in food grade clear plastic bags or casings. Filled bags will have practically all air pockets forced out through the open end and will be closed securely to completely cover product. For the purpose of this solicitation, meat shall be prepared, stored and handled under proper refrigerated conditions (28°F to 38°F). Product shall be frozen after preparation to an internal temperature not to exceed 0°F. Packages will be packed within stackable and recyclable corrugated boxes. The date of pack shall be indicated on the individual package.

Pub Burgers, Sliced Steak will be packaged fresh and IQF and within food grade polyethylene bags or moisture-proof and vapor-proof [coated cardboard food-grade] boxes, packed within stackable and recyclable corrugated boxes and frozen to an internal temperature not to exceed 0°F.

Bacon shall be layout packaged comprised of food grade polyethylene plastic/bag encased cardboard trays packed within stackable and recyclable corrugated boxes.

Poultry Sausage, will be packaged fresh with excess air removed and sealed by food grade clear plastic covering wrapped trays or within opaque labeled chubs, packed within stackable and recyclable corrugated boxes and frozen to an internal temperature not to exceed 0°F.

Turkey Cutlets or Scaloppini, will be packaged fresh with excess air removed and sealed by food grade clear plastic covering wrapped trays or (preferred for 4 oz cutlets, IQF and within food grade polyethylene bags), packed within stackable and recyclable corrugated boxes and frozen to an internal temperature not to exceed 0°F.

3.6.2 FROZEN IMITATION CRABMEAT/SURIMI

Products shall have a freezer shelf life of 120 days minimum upon delivery to using agency.

Fish/seafood products shall be packaged in accordance with good commercial practice within moisture-proof and vapor-proof materials and maintained at temperatures necessary for the preservation of the product color, flavor, texture, appearance and nutritive value including:

THERMOFORMING – The finished product is place between two plastic film sheets, one of which roughly conforms to the shape of the finished product. Once two film layers are affixed, air is evacuated out of product packaging and the package is hermetically sealed.

VACUUM SKIN – Product passes between top and bottom layer of heated film. Film makes tight fit to the product while air is removed and package is hermetically heat-sealed.

Packages shall be packed within stackable and recyclable corrugated boxes.

3.6.3 FROZEN PREPARED/CONVENIENCE FOODS/DELI MEATS/BICUITS, ETC.

Each product shall be prepared and packaged in accordance with good commercial practice within moisture-proof and vapor-proof materials and maintained at temperatures necessary for the preservation of the product color, flavor, texture, appearance and nutritive value. Product shall be packed within stackable and recyclable corrugated boxes and have a freezer shelf life of 120 days minimum upon delivery to using agency.

3.6.4 DAIRYCASE

The expiration dates of yogurts, dairy based desserts and other perishable individual service products shall be openly displayed on the exterior of corrugated cases and appropriately marked on the interior packages. Individual service cups shall be of food grade plastic, sealed with easy-open lids. Product shall be packed within stackable and recyclable corrugated boxes.

Spread/Shortenings shall be uniform in size and within packaging that bears nutritional labels and expiration dates. Spreads shall be maintained at suitable temperature to maintain quality. Products shall have a refrigerated shelf life of a minimum of 60 days upon receipt by the using agency. The expiration date of the spread/shortenings shall be openly displayed on the exterior of packaging and case. Product shall be packed within stackable and recyclable corrugated boxes.

3.6.5 FROZEN VEGETABLES

Packaging for frozen vegetables shall be in accordance with good commercial practice within moisture-proof and vapor-proof [coated cardboard food-grade] boxes or polyethylene bags* and maintained at temperatures necessary for the preservation of the product color, flavor, texture, appearance and nutritive value. Product shall be packed within stackable and recyclable corrugated boxes *or within plastic containers.

3.6.6 FROZEN FRUIT/UNCOOKED COOKIE BATTER

Frozen fruit, shall be packed in sealed polyethylene bags within recyclable corrugated boxes or within plastic containers.

Cookie Batters, etc., shall be packaged IQF pre-portioned in food grade polyethylene plastic/bag encased cardboard trays within stackable and recyclable corrugated boxes.

3.6.7 NON-REFRIGERATED ITEMS

Crisps, Tortilla/Nacho, Baked Style, Pretzels, shall be in individual snack-size thermo-sealed food grade wrappers suitable and sufficient to maintain freshness, moisture and wholeness with nutritional labels packed within crush-resistant, stackable and recyclable corrugated boxes

Tartlet Shells, Graham, 3" diameter, shall be packaged in re-sealable polyethylene sleeves within crush-resistant, stackable and recyclable corrugated boxes.

Cookies, Crackers, Nuts, Dried Fruit, shall be packaged in food grade plastic packaging and/or thermo-sealed plastic (that may include plastic encased trays) and/or thermo-sealed foil suitable

and sufficient to maintain freshness, moisture and wholeness of individual cookie/cracker. Packages shall be packed within crush-resistant, stackable and recyclable corrugated boxes.

BBQ Sauce/Salsa/Mayonnaise/Vinegar, shall be packaged in food grade: plastic jugs, plastic pail or pouch. Glass jugs/containers are not permissible. Plastic Jugs shall be packed 4 to a case.

Shortening (Shelf Stable) shall be in food grade packaging, packed in recyclable corrugated cartons.

Canned Fruit/beans/tomato based products/fish, shall be packed in cans or foodservice polyethylene pouches within recyclable corrugated cartons.

3.6.8 INDIVIDUAL PACKETS/PACKAGES

Each snack item or condiment sought through this RFP, as specified, shall be packaged in individual food-grade pouches: polyethylene, foil or cellophane which opens easily to its contents. Portions may be boxed in single ply cardboard boxes. Full cases of products shall be shipped in crush-resistant, recyclable corrugated cartons.

3.7 PACKING REQUIREMENTS

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

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

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

3.8 QUALITY CONTROL & CONTAMINANTS

The manufacturer and distributor of products shall be responsible for compliance with 21CFR Ch. 1 Part 100 General, 21CFR Ch. 1 Part 101 Food Labeling, 21CFR Ch. 1 Part 104 Nutritional quality guidelines, 21CFR Ch. 1 Part 105 Foods for special dietary use, 21CFR Ch. 1 Part 110 Current good manufacturing practices, 21CFR Ch. 1 Part 113 Thermally processed low-acid foods, 21CFR Ch. 1 Part 114 Acidic foods, 21CFR Ch. 1 Part 115 Shell eggs, 21CFR Ch. 1 Parts 120 regarding Hazard Analysis and Critical Control Point (HACCP) systems-quality controls, 21CFR Ch. 1 Part 123 Fish & fishery products, 21CFR Ch. 1 Part 130 Food standards: General, 21CFR Ch. 1 Part 131 Milk and cream and yogurt, 21CFR Ch. 1 Part 133 Cheeses and related cheese products, 21CFR Ch. 1 Part 135 Frozen desserts 21CFR Ch. 1 Part 136 Bakery Products, 21CFR Ch. 1 Part 137 Cereal flours, 21CFR Ch. 1 Part 139 Macaroni and noodle products, 21CFR Ch. 1 Part 1145 Canned fruits, 21CFR Ch. 1 Part 146 Canned fruit juices, 21CFR Ch. 1 Part 150 Fruit butters, jellies, 21CFR Ch. 1 Part 155 Canned vegetables, 21CFR Ch. 1 Part 156 Vegetable juices, 21CFR Ch. 1 Part 160 Eggs and egg products, 21CFR Ch. 1 Part 161 Fish and

shellfish, 21CFR Ch. 1 Part 163 Cacao products, 21CFR Ch. 1 Part 164 Tree nut and peanut products, 21CFR Ch. 1 Part 165 Beverages, 21CFR Ch. 1 Part 166 Margarine, 21CFR Ch. 1 Part 168 Sweeteners and syrups, 21CFR Ch. 1 Part 169 Food dressings and flavorings, 21CFR Ch. 1 Part 170 through 21CFR Ch. 1 Part 189 Additives and ingredients; The Food and Drug Act of 1906, the Federal Food, Drug and Cosmetic Act [FD&C ACT] of 1938; the Food Additive Amendment of 1958 and Color Additive Amendments of 1960, the Orphan Drug Act of 1983; the Nutrition Labeling and Education Act (NLEA) of 1990; and all other applicable guidelines as determined by the USDA FDA/CFSAN (Center for Food Safety and Applied Nutrition), etc.

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

3.8.1 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.

3.8.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION

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

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

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

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

3.9 PROOF OF DELIVERY

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

3.10 SECOND-HALF OF FIRST-YEAR (YEAR-ONE) 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 - 00127, 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 00127, shall be submitted on the attached form: Appendix 3.10.

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 November 1, 2007, then the fourth month anniversary shall be March 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 3.14 of this RFP below), with the base being November 2007 shall not be authorized. *(Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of November 2007 (used to calculate the submission due no later than March 1, 2008) is for May 1, 2008 approval, when the start of the initial contract is November 1, 2007 conversely, the base of December 2007 (used to calculate the submission due no later than April 1, 2008) is for June 1, 2008 approval, when the start of the initial contract is December 1, 2007).* 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 November 2007 *(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.

3.11 FIRST-HALF OF SECOND-YEAR (YEAR-TWO) 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 - 00127, 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 00127, shall be submitted on the attached form: Appendix 3.11.

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 November 1, 2007, then the tenth month anniversary shall be September 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 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 3.14 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 July 2008 (used to calculate the "pricing review" submission due no later than September 1, 2008) is for November 1, 2008 approval (the anticipated One Year anniversary), when the start of the initial contract is November 1, 2007. Conversely, the base of December 2007 (used to calculate the "pricing review" submission due no later than October 1, 2008) is for December 1, 2008 approval (alternate One Year anniversary date), when the start of the initial contract is December 1, 2007).* 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 July 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.

3.12 SECOND-HALF OF SECOND-YEAR (YEAR-TWO) 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 - 00127, 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 00127, shall be submitted on the attached form: Appendix 3.12.

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 November 1, 2007, then the fourth month after the One Year anniversary shall be March 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 3.14 of this RFP below), with the base being November 2008 shall not be authorized. *(Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of November 2008 (used to calculate the submission due no later than March 1, 2009) is for May 1, 2009 approval, when the start of the initial contract is November 1, 2008. Conversely, the base of December 2008 (used to calculate the submission due no later than April 1, 2009) is for June 1, 2009 approval, when the start of the initial contract is December 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 November 2008 *(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.

3.13 “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
11/01/2007	11/2007	Section 3.15 2 nd Half, Yr 1	March 1, 2008	May 1, 2008
	05/2008	Section 3.16 1 st Half, Yr 2	September 1, 2008	November 1, 2008
	11/2008	Section 3.17 2 nd Half, Yr 2	March 1, 2009	May 1, 2009
If contract award is delayed until late November and starts December 1, 2007:				
12/01/2007 (alt. start)	12/2007	Section 3.15 2 nd Half, Yr 1	April 1, 2008	June 1, 2008
	06/2008	Section 3.16 1 st Half, Yr 2	October 1, 2008	December 1, 2008
	12/2008	Section 3.17 2 nd Half, Yr 2	April 1, 2009	June 1, 2009

3.13.1 CALCULATION EXAMPLES FOR PRICING REVIEW & ADJUSTMENT REQUESTS

FOR EXAMPLE (a case of 12 boxes) 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

3.13.2 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 3.10 through 3.13.2 of this RFP.)

3.14 PRODUCER PRICE INDEX: PRODUCT CHART

Price Line	Commodity	PPI Industry Data Series ID	PPI Product
00001	393-75-064476	PCU 311225 311225 21	Baking or Frying Fats, 100% Veg Oil, edible
00002	390-56-061563	PCU 311225 311225 25	All Other fully refined shortening, edible
00003	390-56-061564		
00004	385-48-007157	PCU 311411 311411 11	Frozen Fruits
00005	385-48-058901		
00006	385-48-062512		
00007	385-96-061570		
00008	385-96-061572		
00009	385-96-062515		
00010	385-96-072430	PCU 311411 311411 41	Frozen Vegetables (...brussels sprouts, carrots)
00011	385-96-072431		
00012	385-96-072432		
00013	385-96-072433		
00014	385-96-072462		
00015	385-96-061571	PCU 311411 311411 42	Frozen Vegetable combinations (peas and carrots, mixed vegetables..)
00016	385-96-062514		
00017	385-96-062513	PCU 311411 311411 43	Frozen French-Fried Potatoes
00018	385-96-072434	PCU 311411 311411 44	Other Frozen Potatoes (patties, puffs, etc.)
00019	385-42-033526	PCU 311412 311412 16	Frozen Pizza

Price Line	Commodity	PPI Industry Data Series ID	PPI Product
00020	385-42-042893	PCU 311412 311412 17	Frozen Nationality Foods, except Pizza
00021	385-47-058840		
00022	385-47-058841		
00023	385-47-058896		
00024	385-47-061565		
00025	385-47-064468		
00026	385-42-008401	PCU 311412 311412 4	Other frozen specialties
00027	385-47-061567		
00028	385-47-061568		
00029	385-47-062510		
00030	385-54-040763	PCU 311421 311421 1	Canned Fruits
00031	393-54-064479		
00032	393-48-064475	PCU 311421 311421 D	Catsup and other Tomato Based Sauces
00033	393-48-072445		
00034	393-54-061574		
00035	393-54-062597		
00036	393-54-072444		
00037	393-63-061573		
00038	393-60-072449	PCU 311421 311421 J	Fruit Juices, Nectars & Concentrates
00039	393-60-072450		
00040	393-60-072451		
00041	393-60-072452		
00042	393-47-072453		
00043	393-86-064480	PCU 311422 311422 7	Canned Dry Beans
00044	393-86-064481		
00045	393-47-072447	PCU 311423 311423 S	Dried & Dehydrated Products- Secondary Products
00046	393-47-072448		
00047	393-81-062184		
00048	380-33-062518	PCU 31151 31151	Dairy Products (except frozen)
00049	380-33-072441		
00050	380-33-072442		
00051	380-90-064484	PCU 311511 311511 A	Yogurt, except frozen
00052	380-90-064485		
00053	380-90-064486		
00054	380-90-064487		
00055	380-90-064490		
00056	380-90-064491		
00057	380-90-064492		
00058	390-07-040381	PCU 311513 311513 1121	Natural Cheese, more than 3 lbs.
00059	390-07-034523	PCU 311513 311513 1151	Low Fat Natural Cheese, all sizes
00060	390-07-062519		
00061	385-12-042874	PCU 311511 311511 D	Perishable Dairy Substitutes
00062	385-12-072443		
00063	390-49-027350	PCU 311611 311611 13	Fresh/Frozen boneless beef including hamburger
00064	390-49-072454		
00065	390-49-072455		
00066	390-49-008296	PCU 311611 311611 G	Pork, processed or cured-not sausage
00067	390-63-072456	PCU 311611 311611 J	Sausages
00068	390-49-005985	PCU 311612 311612 43	Frankfurters, including wieners

Price Line	Commodity	PPI Industry Data Series ID	PPI Product		
00069	385-42-033377	PCU 311612 311612 A	Other processed, frozen, or cooked meats,		
00070	385-42-037423				
00071	385-42-041865				
00072	385-42-061579				
00073	390-49-062579				
00074	385-42-072429				
00075	390-49-008295	PCU 311615 311615 7	Turkey (including frozen, whole or parts)		
00076	390-63-072457				
00077	385-44-037211	PCU 311615 311615 D	Processed poultry...containing 20% or more poultry meat		
00078	385-44-055902				
00079	385-44-064467				
00080	385-46-058838	PCU 311712 311712 1	Prepared fresh fish & other fresh seafood		
00081	385-67-033384	PCU 311712 311712 32	Prepared frozen shellfish (lobster, crab other shrimp products)		
00082	385-67-061562				
00083	385-67-064470	PCU 311712 311712 41	Prepared frozen Surimi		
00084	393-43-062596	PCU 311821 311821 2	Crackers, biscuits & related products		
00085	393-43-063580				
00086	393-43-056204	PCU 311821 311821 4	Cookies, wafers, and ice cream cones..		
00087	393-43-063566				
00088	393-43-063567				
00089	393-47-062598				
00090	393-47-062600				
00091	393-47-062601				
00092	375-60-064464			PCU 311830 311830 0	Tortillas, sold in bulk or pkgs
00093	375-60-064465				
00094	393-10-063535			PCU311919 311919 41	Tortilla Chips
00095	393-10-064501				
00096	393-10-062521	PCU 311919 311919 1	Potato Chips and sticks, plain & flavored		
00097	393-10-062522	PCU 311919 311919 7	Other Chips, Sticks (pretzels, popcorn, etc.)		
00098	393-10-063532				
00099	393-43-056203				
00100	393-82-061575	PCU 311930 311930 8	Other flavoring agents (excl. Choc. Syrup)		
00101	393-48-061576	PCU 311941 311941	Mayonnaise, Dressing and Sauce, manu		
00102	393-88-072446	PCU 311941 311941 1	Vinegar and cider		
00103	383-48-058902	PCU 311941 311941 7	Mayonnaise, Salad Dressings,		
00104	390-33-062520	PCU 311999 311999 G	Egg Processing		
00105	385-47-062511				
00106	385-47-064469				
00107	385-47-072428				
00108	385-12-064507	PCU 311813 311813	Frozen cakes & other pastries,...		
00109	385-12-072461				
00110	385-12-062517	PCU 311813 311813 0	Frozen Bakery Product		
00111	385-06-072458				
00112	385-06-072459				
00113	385-06-072460				

Price Line	Commodity	PPI Industry Data Series ID	PPI Product
00114	385-12-064458	PCU 311822 311822 02	Flour mixes (refrigerated & frozen doughs & batters)
00115	385-12-064459		
00116	385-12-064460		
00117	385-12-064461		
00118	385-12-064462		
00119	385-12-064463		
00120	393-46-062523	PCU 311991 311991 0B	Other perishable prepared food, not frozen, (fresh pasta, ...incl tofu)
00121	393-47-062524		
00122	385-46-062509	PCU 311712 311712 1	Prepared fresh fish & other fresh seafood
00123	385-96-064472	PCU 311411 311411 44	Other Frozen Potatoes (patties, puffs, etc.)
00124	385-96-062516	PCU 311411 311411 41	Frozen Vegetables (...brussels sprouts, carrots)
00125	385-12-072528	PCU 311813 311813	Frozen cakes & other pastries,..
00126	385-96-072609	PCU 311411 311411 41	Frozen Vegetables (...brussels sprouts, carrots)
00127	393-74-072610	PCU 311711 311711 0	Fish, canned, cured

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/08x39594.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

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

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39594.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/08x39594.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/08x39594.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/08x39594.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/08x39594.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/08x39594.shtml>.

4.4.4 SUBMITTALS

Bidder is expected to fill in the **Nutritional Information** as requested on each price line. However, the bidder may attach the product's label to the bid proposal for each price line. Nutritional data/information is required prior to award determination and is requested to be **supplied with the Bid proposal**.

The **Proof(s) of Equivalency**, showing that a bidder's product meets the salient characteristics as required and/or duplicates the suggested brands, must be provided by each bidder prior to the award determination and is requested to be **supplied with the Bid proposal**.

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/08x39594.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 00013, 00018, 00043, 00044, 00064, 00065, 00074, 00083, 00092, 00093, 00097, 00099, 00102, 00106, 00107, 00109, 00111, 00112, 00113, 00126 and 00127** for evaluation and testing purposes are to be made available at no charge and delivered to the Department of Human Services or other designated State Agency, at the bidder's expense. The bidder must, within **five (5)** working days following a request from the State, submit bid samples to the Department of Human Services or other designated State Agency. Bid samples will not be returned. The [name of agency] will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00013, 00018, 00043, 00044, 00064, 00065, 00074, 00083, 00092, 00093, 00097, 00099, 00102, 00106, 00107, 00109, 00111, 00112, 00113, 00126 and 00127** 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 00013, 00018, 00043, 00044, 00064, 00065, 00074, 00083, 00092, 00093, 00097,**

00099, 00102, 00106, 00107, 00109, 00111, 00112 00113, 00126 and 00127. The testing results of the State are final.

A Qualified Product List (QPL) is being used in this procurement for pricing lines **00001 – 00012, 00014 – 00017, 00019 – 00042, 00045 - 00063, 00066 – 00073, 00075 – 00082, 00084 – 00091, 00094 – 00096, 00098, 00100, 00101, 00103 – 00105, 00108, 00110 and 00114 – 00125, inclusive.** The bidder shall only bid a product on the QPL for pricing lines **00001 – 00012, 00014 – 00017, 00019 – 00042, 00045 – 00063, 00066 – 00073, 00075 – 00082, 00084 – 00091, 00094 – 00096, 00098, 00100, 00101, 00103 – 00105, 00108, 00110 and 00114 – 00125, inclusive.** 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 the State. A sample submitted will not be returned. The State will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Vendors seeking to add brands/models not on the current QPL for future contract reprocurements can contact the buyer for this RFP after contract award. The State will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next 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 through issuance of contract.

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.

4.4.6.1 MOST FAVORED NATION PRICING

Most Favored Nation Contract: Pricing bid by a bidder must be the best pricing offered within the past year - whether the current market price or that have been provided to similarly situated most favored customers having the same terms and conditions as listed herein. The State may compare pricing with other States, Quasi-State agencies, and cooperative purchasing organizations such as U.S. Communities. The State reserves the right to make a final determination as to comparable pricing for the State contracts. The State will not permit a contract award for any brand with submitted pricing that are determined as not being in the best interest of the State. Prices bid may be no higher than those costs charged to any other State or government entity for identical goods and services throughout New Jersey and the nation. The State will make the final determination of the suitability of all pricing.

4.4.7 COOPERATIVE PURCHASING

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

4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

Bidders shall provided prices in dollars and/or cents. Bidders shall provide a single fixed price for each item they shall provide under contract.

In addition, pricing shall not exceed four decimal places to the right of the decimal point. **The four decimal place limitation** is consistent with the requirements of the electronic record-keeping process pre-established by the Treasury Department, State of New Jersey. [For example a price of \$0.2512 is acceptable, yet a price of \$0.25121 is not permissible for calculation (and thus shall not be used for the initial pricing or any revised pricing submitted that has been tied to the PPI index) as illustrated in Section 3.10 through Section 3.13 of this RFP.]

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39594.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/08x39594.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 **120** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39594.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.1.4 The prompt submission of nutritional information by the bidder.

6.1.5 The prompt submission of equivalency proof(s) by the bidder.

6.1.6 The prompt submission of samples by the bidder, if requested by the State.

6.1.7 Product origin.

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 or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If

the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

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

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.2 FINAL CONTRACT AWARD

Contract award[s] , on a per zone basis, 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 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 3.15

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 November 1, 2007, then the fourth month anniversary shall be March 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 (Case of Pizzas):

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

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

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

- | | |
|---|--------------|
| i) Most recent index measurement at time of calculation
<i>(divided by index at time base price was set)</i> | i) _____ |
| ii) PPI Base Month
<i>(equals)</i> | ii) _____ |
| iii) Difference/increase in PPI measurement (2 decimals)
<i>(multiply by)</i> | iii) _____ |
| iv) The Original Base Price/(Original price submitted)
<i>(equals)</i> | iv) \$ _____ |
| v) Adjusted price <u>maximum</u> * 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 3.16

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 November 1, 2007, then the tenth month anniversary shall be September 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 second-half of year-one.

FOR EXAMPLE (Case of Pizzas):

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

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

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

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

***In dollars and cents only**

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

Name and Title of Representative Submitting Price Revision Request

Date of Submission

Contact Phone Number

Appendix 3.17

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 November 1, 2007, then the fourth month after the One Year anniversary shall be March 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 (Case of Pizzas):

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

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

COMMODITY CODE: _____ - _____ - _____

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

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

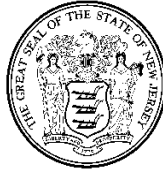
***In dollars and cents only**

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

Name and Title of Representative Submitting Price Revision Request

Date of Submission

Contact Phone Number



State of New Jersey

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

JON S. CORZINE
Governor

MICHELLENE DAVIS
Acting State Treasurer

October 5, 2007
To: All Interested Bidders

Re: RFP # 08-X-39594
FOODS: Specialty Items, Statewide- Multi Year
Tied to the Producer Price Index

Bid Due Date: **October 17, 2007** (2:00 p.m.)

ADDENDUM #01

The following constitutes Addendum #01 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.

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

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

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

PART 1 **FOODS: Specialty Items, Statewide- Multi Year** **Tied to the Producer Price Index** **Bid Number 08-X-39594**

Answers to Questions

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

#	Page #	RFP Section Reference	Question	Answer
1	13-15	As per RFP Text: Section 3.1.1 <u>Six Month Menu Rough Estimates</u>	What does the State estimate as the usage/quantities to be for these commodities?	The vendor is instructed to review the RFP Text Section 3.0 in its entirety. Rough estimates, listed by price line and commodity code, have been provided in Section 3.1.1.

PART 2
FOODS: Specialty Items, Statewide- Multi Year
Tied to the Producer Price Index
Bid Number 08-X-39594

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1	18	As per Price Sheets: <u>Price Line 00032</u>	Price Line 00032 (BBQ Sauce) is revised to: QPL: Chadalee Farms/Litehouse 110815 Kansas City and 11065 Sweet BBQ Ribs; or Hunts Original; or Cookies Original Bar 'B' 'Q' and Western Style Bar 'B' 'Q'.
2	18	As per Price Sheets: <u>Price Line 00033</u>	Price Line 00033 (Salsa) is revised to: QPL: Chadalee Farms/Litehouse 17630 Groeb Farms-Gourmet Jose Mild Campbell's/Pace Chunky Mild; or Ortega Thick n Chunky Mild and Garden Vegetable Mild and Original Mild
3	23	As per Price Sheets: <u>Price Line 00043</u>	Price Line 00043 (Pinto Beans), the sodium content is revised as: Item Description: Sodium NTE 150 mg per ½ cup serving
4	23	As per Price Sheets: <u>Price Line 00044</u>	Price Line 00044 (Black Beans) the sodium content is revised as: Item Description: Sodium NTE 150 mg per ½ cup serving