STATE OF NEW JERSEY
REQUEST FOR PROPOSAL

FOR: FOOD STORAGE FACILITIES, NORTH AND SOUTH JERSEY FOR THE DEPT. OF AGRICULTURE

BID NO	:04-X-35566
T-NO	:T0303
DATE ISSUED	:12/05/03
N.J. VENDOR NO	:
VENDOR PHONE NO	:
VENDOR FAX NO	:
VENDOR FEIN/SSN	:
REQUISITION NO	:1026167
REQUESTING AGENCY	:103360

**** EXTRA COPY 6 ****

ESTIMATED AMOUNT: $ 750,000.00
CONTRACT EFFECTIVE DATE: 02/01/04
CONTRACT EXPIRATION DATE: 01/31/07
COOPERATIVE PURCHASING: NO
SET ASIDE: NONE

DIRECT QUESTIONS CONCERNING THIS RFP TO:

BUYER: PAT LOCANE PHONE: (609) 633-6098

PURSUANT TO N.J.S.A. 52:34-12 AND N.J.A.C. 17:12-2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

1) **PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF** 2 PM **ON** 01/13/04 **AT THE FOLLOWING PLACE: DEPARTMENT OF TREASURY, PURCHASE BUREAU, PO BOX 230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED. THE ACCOMPANYING SELF-ADDRESSED ENVELOPE SHOULD CONTAIN OR BE ATTACHED TO THE PROPOSAL.
2) THE BIDDER MUST SIGN THE PROPOSAL.
3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF $ NONE OR NONE %. CHECK THE TYPE OF BID SECURITY SUPPLIED: _____ ANNUAL BID BOND ON FILE. _____ BID BOND ATTACHED. _____ CERTIFIED OR CASHIER'S CHECK ATTACHED. _____ LETTER OF CREDIT ATTACHED.
7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).
8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): NONE

ADDITIONAL REQUIREMENTS

9) PERFORMANCE SECURITY: $ 25000.00 OR _____ %. 10) PAYMENT RETENTION: _____ %.
11) AN AFFIRMATIVE ACTION FORM (ATTACHED). 12) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHED).
13) REQUESTED DELIVERY: 5 DAYS AFTER RECEIPT OF ORDER
14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A. 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
15) FOR SET ASIDE CONTRACTS ONLY, NJ COMMERCE & ECONOMIC GROWTH COMMISSION SMALL BUSINESS REGISTRATION (SEE N.J.A.C.17:13-3.1 AND 13-3.2).

TO BE COMPLETED BY BIDDER

16) DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.
17) CASH DISCOUNT TERMS (SEE ATTACHED NOTICE): _____ %, _____ DAYS: NET _____ DAYS
18) BIDDER PHONE NO. _____ 19) BIDDER FAX NO. _____
20) BIDDER FEDERAL ID NO. _____ 21) YOUR BID REFERENCE NO. _____

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

22) **ORIGINAL SIGNATURE OF BIDDER**	23) NAME OF FIRM
24) PRINT/TYPE NAME AND TITLE	25) DATE

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
CN-230
TRENTON, NEW JERSEY 08625

DIVISION OF
PURCHASE AND PROPERTY

PURCHASE BUREAU

NOTICE TO VENDORS

With the approach of the holiday season, we wish to advise all vendors of the following statute:

N.J.S.A. 52:34-19. Payment of compensation or gratuity to State employees prohibited.

The payment of any fee, commission or compensation of any kind or the granting of any gift or gratuity of any kind, either directly or indirectly, whether or not in connection with any purchase, sale or contract, to any person employed by the State in the Department of the Treasury, or to any other person in the employ of the State having any duties or responsibilities in connection with the purchase or aquisition of any property or services by the State or any department, commission, authority, agency or instrumentality thereof, by or on behalf of any seller or supplier who has made, negotiated, solicited or offered to make any contract to sell or furnish real or personal property or services to the State or to any department, officer, commission, authority, agency or instrumentality thereof, is hereby prohibited. Any person offering, paying, giving, soliciting or receiving any fee, commission, compensation, gift or gratuity in violation of this section shall be guilty of a misdemeanor.

ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at http://www.state.nj.us/treasury/purchase/forms/forms.htm#bidderand either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If the information on the bid itself is incorrect and needs to be changed, DO NOT write the correction on the bid itself. Send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven-digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarrment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

_____
Signature of Bidder

Dated:

Print or Type

_____
Name

_____
Title

_____
Name of Company

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
PO BOX 230
TRENTON, NEW JERSEY 08625

DIVISION OF
PURCHASE AND PROPERTY

PURCHASE BUREAU

IMPORTANT NOTICE TO BIDDERS

Effective October 7, 1991, in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

Name of Locality having preference practices

City/Town/Authority _____

County _____ State _____

( ) Documentation attached

( ) Resolution ( ) Regulations/Laws

( ) Notice to Bidder ( ) Other _____

Name of Firm Submitting this Information _____
(Please Print) _____

I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions 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 the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.

III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 BUSINESS REGISTRATION - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.

Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html.

1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.

1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

The insurance to be provided by the contractor shall be as follows.

a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

$100,000 BODILY INJURY, EACH OCCURRENCE
$100,000 DISEASE EACH EMPLOYEE
$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend any contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

a. Issue an award notice for those offers accepted by the State;

b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.

2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b.1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17:12-3 et seq.

3.5 TERMINATION OF CONTRACT

a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as 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.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the independent institution of higher education shall have a minimum cost of $500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A-25.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64-60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.

b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

C. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain in detail how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b,1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services. received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.

b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. through 6e. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35566 OPEN DATE : 01/13/04 TIME : 2 PM T-NUMBER : T0303 BIDDER :	PAGE 8

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED,COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;

2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX,AFFECTIONAL OR SEXUAL ORIENTATION.

3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.

4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.

5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.

7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING,DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

☐ I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).

☐ I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)

☐ I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

State of New Jersey

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY

2. TYPE OF BUSINESS
☐ 1. MFG. ☐ 2. SERVICE ☐ 3. WHOLESALE
☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY

4. COMPANY NAME

5. STREET | CITY | COUNTY | STATE | ZIP CODE

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | CITY | STATE | ZIP CODE

7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? ☐ YES ☐ NO

8. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER

9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. ☐

10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT ☐

11. PUBLIC AGENCY AWARDING CONTRACT | CITY | STATE | ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED		OUT OF STATE PERCENTAGES		ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR	COUNTY	MINORITY	FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
				MALE				FEMALE			
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment from Previous Report (if any)											
The data below shall NOT be included in the request for the catagories above.											
Temporary and Part-time Employees											

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED?
☐ 1. VISUAL SURVEY ☐ 2. EMPLOYMENT RECORD ☐ 3. OTHER (SPECIFY)

14. DATES OF PAYROLL PERIOD USED

15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED?
☐ 1. YES ☐ 2. NO

16. IF NO DATE OF LAST REPORT SUBMITTED
MO. | DAY | YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER) | SIGNATURE | TITLE | DATE MO. | DAY | YEAR

18. ADDRESS (NO. & STREET) | (CITY) | (STATE) | (ZIP CODE) | PHONE (AREA CODE, NO. & EXTENSION

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

ITEM 1 – Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for:,
or
If your business is such that you have not, or will not receive a Federal Employee Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

ITEM 2 – Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 – Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 – Enter the name by which the company is identified. If their is more than one company name, enter the predominant one.

ITEM 5 – Enter the physical location of the company, include City, County, State and Zip Code.

ITEM 6 – Enter the name of any parent or affilliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 – Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facitilties in the entire firm or corporation, including part-time employees, not just those employees at the facility being awarded the contract.

ITEM 8 – Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at only one physical location. Multi-establishment Employer shall include an employer whose business is conducted at more than one location.

ITEM 9 – If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 10 – Enter the total number of employees at the establishment being awarded the contract.

ITEM 11 – Enter the name of the Public Agency awarding the contract. Include City, State, and Zip Code.

ITEM 12 – Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYEMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, reguardless of race.

American Indian or Alaskan Native: Persons having origins in any of the orignal peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Phillippine Islands and Somoa.

ITEM 13 – Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 14 – Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 15 – If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 16 – If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 17 – Print or type the name of the person completing this form. Include the signature, title and date.

ITEM 18 – Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

OWNERSHIP DISCLOSURE FORM

DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35566 OPEN DATE : 01/13/04 2 PM T-NUMBER : T0303 BIDDER :	PAGE 9

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? *(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)*		
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? *(If yes, attach a detailed explanation for each instance.)*		
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? *(If yes, attach a detailed explanation for each instance.)*		
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? *(If yes, attach a detailed explanation for each instance.)*		
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? *(If yes to any part of this question, attach a detailed explanation for each instance.)*		

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

COMPANY NAME: _____ _____ (Signature)

ADDRESS: _____ PRINT OR TYPE { _____ (Name)

_____ _____ (Title)

FEIN/SSN#: _____ Date: _____

SPECIAL TERMS AND CONDITIONS 11/21/03
SPECIFICATIONS FOR FOOD STORAGE FACILITIES DEPARTMENT OF AGRICULTURE

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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 the State of New Jersey. The purpose of this RFP is to solicit bid proposals from qualified bidders for the requirements for food storage facilities, which include the storage of dry, cooler, and freezer federal food commodities, for both the northern and southern zones of the State of New Jersey identified as follows:

Southern Zone (A) Counties

Cape May	Atlantic	Gloucester	Burlington
Mercer	Cumberland	Salem	Camden
Ocean			

Northern Zone (B) Counties

Bergen	Hudson	Morris	Sussex
Essex	Middlesex	Passaic	Union
Hunterdon	Monmouth	Somerset	Warren

All food storage facility services shall be performed as described in this specification. Deviations from specification will not be considered unless the bidder can explain, in detail, how the deviation would be of material benefit to the State and must show how service(s) levels would at least be equal to that specified.

Availability of Commodities: The State's obligation to continue this agreement depends on the continued donation, by the United States Department of Agriculture (USDA), of commodity foods for which warehousing is required. If commodities are not made available by the USDA, as authorized through the National School Lunch Program (NSLP), the State of New Jersey has no obligation to guarantee any

volume of product.

The amounts, variety and weights of USDA donated food commodities are subject to change at any time. The addendums to this specification detail the amounts made available for State fiscal year July 1, 2003 June 30, 2004. Similar amounts and varieties are expected for FY's 2004 through 2006. Bidders service shall be provided as needed, on an as required basis.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this invitation for bids, is most advantageous to the State, price and other factors considered.

1.2 Background

Not applicable

1.3 Key Events

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders getting this RFP.

Written questions should be E-mailed, faxed or mailed to the Purchase Bureau, to
the attention of the assigned Purchase Bureau buyer at the following address:

Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Pasquale P Locane
Fax Number: 609-292-5170
Telephone Number: 609-633-6098

E-Mail: Pat.Locane@treas.state.nj.us

The submission of questions by way of E-mail in ENCOURAGED.

1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for submission of questions will be ten(10) CALENDAR days after the "Date Issued found on the upper right hand corner of the RFP coversheet.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.3 Mandatory Pre-Bid Conference-NOT APPLICABLE TO THIS PROCUREMENT

1.4 Additional Information

1.4.1 Revisions to this RFP

If it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows: Any addendum issued will be distributed to ALL bidders who were at first sent the RFP.

IMPORTANT NOTE: IF YOU WISH TO SPEED UP HOW YOU GET ANY ADDENDA ISSUED TO THIS RFP, YOU SHOULD SEND THE BUYER AN E-MAIL WITH THE E-MAIL ADDRESS TO WANT THE ADDENDA E-MAILED ALONG WITH YOU FAX NUMBER. THE PURCHASE BUREAU MAY CHOOSE TO USE E-MAIL AND OR FAX TO DISTRIBUTE ADDENDA ISSUED.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

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

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submittal of proposals in response to this RFP.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

1.4.7 Price Alteration

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

1.4.8 Joint Venture

Not applicable

2.0 DEFINITIONS

2.1 Definitions

The following definitions shall be part of any contract awarded or order placed because of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau. On the Purchase Bureau Internet site, RFP addenda are sometimes called Amendments.

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

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, any addendum to this RFP, and the bidder's 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 Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

May - Denotes that which is permissible, not mandatory.

Project - The undertaking or services that are the subject of this RFP.

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

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

Task - A discrete unit of work to be performed.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

3.0 Scope of Operations for Food Storage Facilities

3.1 General

3.1.1 The bidder should have, as their primary business, the operation of a public warehouse for the storage of dry, refrigerated, and frozen food commodities as well as fresh produce. The bidder must have these facilities operational as of the date of bid submission. Representatives of the Director,

Division of Purchase and Property and/or using agency may conduct an on site inspection of the bidders facility to verify it's operation before bid award.

3.1.2 The contractor shall store commodities in warehouse(s) operated by the contractor. Specific addresses are to be listed by bidder on attached Contractor Data Sheets. The contractor's warehouse must be physically located in the zone the bidder plans to service. Recipient agencies located in the other zones may be assigned for pick-up to the contractors warehouse at the discretion of the State of New Jersey.

3.1.3 The contractor shall provide the following space in the warehouse for the storage of USDA food commodities owned by the State of New Jersey.

Storage Temperature Ranges:

Dry Storage	45 Degrees F	80 Degrees F.
Refrigerated	34 Degrees F	38 Degrees F.
Frozen Storage	Maximum	10 Degrees F.

Freezer/Cooler Storage temperature records (charts) must be maintained by the contractor on a continual basis and must be available for review, upon request, by representatives of the NJDA or the USDA.

3.1.4 The contractor shall guarantee and insure that they can and will, if required, by the Office of Emergency Management (OEM) Department of Law and Public Safety, Division of State Police or upon direction of the New Jersey Department of Agriculture (NJDA) supply emergency personnel to continue operations in the event of an act of war, terrorism or other man-made or natural disaster. During this period, the personnel shall be available and that the contractor's warehouse shall be operational and that all authorized recipients shall be able to receive commodities for delivery to the disaster area as directed by the OEM or NJDA.

3.1.5 Security Of The Physical Facility. The following shall be used as a guide for securing the actual food storage facility to reduce access by outside sources to the successful bidder(s) food storage facilities:

Monitor visitors and restrict entry to the establishment;

Monitor all incoming and outgoing vehicles

Restrict access to food handling and storage areas

Protect perimeter access with fencing and other appropriate deterrents

Minimize number of entrances to the restricted areas where food is stored

Provide adequate interior and exterior lighting

Restrict access to laboratory and sensitive materials with key cards or other such security devices

Assign responsibility or integrity or positive controls to a qualified person

Properly store and track hazardous chemicals like cleaning and sanitize agents, pesticides and processing aids.

Personnel Security Issues. Employees that have direct contact with food products should be subject to the following guidance

Establish pre-hiring screening procedures including criminal background checks, immigration status checks and obtaining and verifying work references

Keep good records and information about employee's daily assignments and who should be on the premises

Establish an identification system including identification badges and collecting those systems

Limit access so employees can only enter those areas necessary for their job functions

Provide food security training to all new employees

Watch for unusual behavior by new employees.

Computer System Security: It is recommended that the successful bidder(s) secure critical data systems and:

Restrict computer access and critical data systems to personnel with the appropriate clearances;

Eliminate computer access to past employees; and

Establish a system of trace ability of computer transactions.

3.1.6 Storage practices shall conform to those recommended in the "IARW Refrigeration Research Foundation," Food Storage Manual. The contractor agrees to obey and comply with applicable federal and State storage laws and regulations. This shall include, but is not limited to, good sanitation practices, rodent control, weevil infestation control for grain, proper palletization, proper location

and stacking, removal of broken cases to a secured area, separation of in-house damage from railroad damage, and maintenance of proper storage temperatures.

The Director of the Division of Purchase and Property reserves the right to assign representatives of the State to visit the storage facilities of the contractor at any time during the contract for any possible violations of the above and to review Food Security Issues.

3.1.6.1 Foods stored for the National School Lunch Program (NSLP) are to be separately identified. If the successful vendor is storing for any other federal food program, local board of education or emergency food program those foods must be stored separate and apart from NSLP foods.

3.1.7 Pick up schedules shall be prearranged between the NJDA, school district, and if appropriate, their contracted hauler. CHANGES WILL BE AUTHORIZED BY THE FOOD DISTRIBUTION PROGRAM IN CONSULTATION WITH THE SCHOOL DISTRICT. Delivery receipts are to be signed after foods have been loaded on delivery vehicle(s). All commodities will be picked up at one loading facility. This loading facility must be in operation between the hours of 7:00 am to 3:00 pm daily, Monday through Friday, for all recipient authorized pick-up vehicles.

3.1.7.1 Warehouses are to service both Zone A and/or B, Southern and Northern New Jersey counties, as awarded by the State of New Jersey to the successful bidder. Outbound freight is picked up by recipient agencies (RA) in either owned or leased vehicles, or by way of
contracted haulers. See Exhibit No. 1 for details on Outbound Freight "pickup" shipments. The Contractor must have truck sidings capable of handling the maximum numbers as showed in Exhibit 2.

3.1.7.2 The warehouses servicing Zone A and/or B, Southern or Northern New Jersey, with commodities stored for NSLP, will make food available for pick up in palletized or non-palletized loads. Movement of these NSLP foods occurs during all four weeks of the month, with specific arrangements made between the school, warehouse and NJDA.

3.1.7.3 Warehouseman is obligated to load palletized shipments on the pick-up vehicle. Non-palletized shipments shall be placed at the pickup vehicle tailgate. Warehouseman is not required to hand load freight on to pickup vehicle. Any pickup vehicle requesting palletized loads must have equivalent pallets to exchange. Inbound deliveries are covered in Section 3.3 of this specification.

3.1.8 Freezer, dry and cooler facilities should be available at one facility. Any exceptions should be so noted by the contractor.

3.1.9 It is not required that the warehouse facility have a rail siding. If a rail siding is available at the vendors warehouse, the NJDA asks that the bidder so indicate under Contractor Data Sheet Section 9.4.

3.3 Deliveries (inbound)

3.3.1 The USDA requires all commodities delivered by truck be palletized/unitized. On occasion, commodities may be on slip-sheets or floor loaded. The contractor is responsible, but is not limited to, unload all shipments in the periods prescribed by the USDA.

3.3.2 Unloading appointments and responsibilities for truck deliveries.

3.3.2.1 Unloading Appointments
Trucking companies are requested, by USDA- Farm Service Agency (FSA) to give twenty-four (24) notice of arrival to consignees. Generally, if a trucker:

a)arrives without an unloading appointment
b)calls less than twenty-four (24) hours in advance
c)is late for an appointment

The consignee should make every attempt to unload the truck promptly. If trucks are not unloaded timely, detention may result.

3.3.2.2 Time to Make Appointments.
The consignee has a "reasonable" time to arrange an uploading appointment. If the consignee cannot receive the freight, the trucker has the right to protect the product by placing it in storage, if necessary. Tariff rules set out the amount of time a carrier will allow to pass before exercising this option, and any applicable charges.

3.3.2.3 Uploading Responsibilities.
1. The consignee handles unloading palletized loads. Dunnage must be removed and disposed of by the consignee.

2. On non-palletized loads, the driver handles unloading to the tailgate only.

3.3.2.4 Free Time Allowance and Detention Charges. The USDA allows the following free time for unloading trucks/piggybacks at intermediate and final destinations: Non-palletized loads- up to six (6) hours Palletized loads- up to two (2) hours.

Full and split loads will be allowed the same free time. This free time allowance is computed from the time of arrival or the time of

scheduled unloading, whichever is later. There is no allowance for lunch.

Charges for detention of trucks/piggybacks beyond the free time allowed by the USDA will be payable by the consignee.

3.3.2.5 Detention Records.
Records kept by the consignee should include:

1.commodity
2.order #, contract #, etc.
3.name of trucker
4.truck/trailer #
5.date/time of truckers notification
6.date/time unloading began
7.date/time unloading was completed
8.date/time vehicle was released
9.total gross weight of freight unloaded
10.date/time agreed upon for arrival of the truck
11.record case pack date on all loads
12.label all pallets with Commercial Labels
Product as School Lunch/USDA on base of pallet as per NJDA approval

3.3.2.6 Pallet Exchange
Arrangements should be made in advance if a pallet exchange is requested. In those instances, the consignee must make arrangements with the shippers on method for exchanging pallets.

3.3.2.7 Unloading responsibilities for rail deliveries.
Consignees are responsible to completely unload rail cars. Dunnage must be removed and disposed of by the consignee. The free time for unloading rail equipment at an intermediate stop over point varies between 24 and 48 hours. The free time for unloading rail equipment at final destinations varies between 24 and 72 hours. This free time is set by the carrier. All charges for detaining cars beyond the allowable free time is the responsibility of the consignee.

3.3.2.8 Computation of free time for unloading. Time will be computed from the first 7:00 AM after actual placement or constructive placement of the car. If a car is placed after 7:00 AM on Friday, computation of free time does not start on Saturday, Sunday or Legal Holidays. An exception to this rule is shipments in cars identified as FGMR, in which case free time begins at placement regardless of the day. After the free time period for unloading is over, demurrage charges are assessed for all cars at a rate for each day, or part of a day, including Saturdays, Sundays and Holidays. The consignee will be liable for payment of charges incurred after the free time is allowed. Charges for special services, such as switching or reconsignment, not provided in the shipping instructions, if requested by the consignee, are payable by the consignee.

3.3.2.9 Records.
It is important that consignees keep complete and accurate records on each rail shipment including the following:
1.Order #, Contract #, etc.
2.Name of carrier
3.Rail car initial and #
4.Date/time carrier is notified of the arrival of the car
5.Date/time car was placed for unloading
6.Date/time car was released
7.Date/time car was removed from siding
8.Record the seal # and condition

3.4 Piggyback Shipments

3.4.1 Description:
Piggyback shipments appear to be a truck shipment, but the shipment is given to a third party agent rather than a trucking company. This agent arranges for a local trucking firm to pick up the trailer from the shipper's facility and deliver it to a railroad. The railroad delivers the flat car to an unloading ramp close to it's final destination, where a local trucking firm picks up the trailer,

delivers it to the consignee and returns the empty trailer to the railroad.

Pallet exchange Most piggyback shipments do not lend themselves to pallet exchange and must be unloaded as a floor loaded shipment.

All USDA consignees are obligated to accept piggyback shipments and should be prepared to unload upon receipt.

Consignees are required to notify the carrier, not the local drayage company, of any loss or damage immediately upon unloading a piggyback trailer.

If the Trailer on Flat Car (TOFC) carrier is not listed on shipping documents, the local drayage company will be able to provide the company's name and contact party. Damaged commodities should be unloaded and segregated from other foods pending instructions from the TOFC Company. When a trailer is received with extensive damage, the warehouse receiver will not unload or accept any part of the load. The warehouse receiver will notify the TOFC carrier and the NJDA immediately.

3.4.1a. Fresh Produce:
All fresh whole products (except apples) purchased by the Agricultural Marketing Service (AMS) or Department of Defense (DOD) must have destination inspections. This requires the supplier to arrange and

pay for a destination inspection when the shipments arrive at contracted warehouses. Before each shipment's arrival, consignee should receive a notification from the vendor showing the time of day the inspection will be done. If the warehouse contractor does not receive this notification, the warehouse should contact the supplier. The suppliers name and contact should be on the notice to deliver paperwork (KC-269).

Inspections will be performed by the Federal or Federal State Inspection Service according to the destination tolerance in the U.S. Grade Standards. The supplier handles arranging and paying for inspections. AMS will work with vendors if there are problems arranging for inspections at the destination. For example, if it is not cost effective to fly an inspector to a destination, under certain conditions arrangements can be made by the shipper to have the load inspected en route.

Split shipments are to be inspected at each stop unless arrangements have been made with AMS to allow inspections of the entire load at the first stop. When this occurs, the shipper is still responsible for arranging for the inspection and the associated costs, including

unloading and reloading the truck for shipment to the final destination.

The successful bidder will be informed that if shipments arrive, and an inspector is not available, the consignee should go ahead and unload shipments, noting on the documentation presented by the trucker that the product was offloaded but not accepted pending USDA's inspection. The Farm Service Agency will not pay for product without an inspection certificate.

Product should not be distributed before an inspection. After inspection, once USDA's inspector confirms that the product meets all contract requirements, it becomes the property of the NJDA. There is no extended warranty period after inspection.

Note: The contracted warehouse will record product dates on arrival notice sent to Trenton office.

3.4.2 To help the bidder in bidding on this RFP, the attached addendum statistics are provided. These statistics are based on State fiscal year 2002 information, unless stated otherwise. They should not be interpreted as guaranteeing similar amounts for this contract award.

Exhibit #1 Outbound Pickup Statistics
Exhibit #2 Commodity Fact Sheet indicates various

information about handling/storage statistics for Zones A & B including maximum and average inventory statistics

Exhibit #3 Receipt Chart shows receipts per month for freezer, cooler and dry, in both cases and pounds for Zones A and B.

Exhibit #4 Distribution Chart shows outbound product movement per month for Zones A and B.

3.5 Reports, Counts and Notification of Shipments

3.5.1 The contractor and the NJDA's Food Distribution Program Staff will take a physical count of all products owned by the State of New Jersey after the close of the State fiscal year, June 30. The State fiscal year ending inventory reconciliation must be completed during July of each contract year or at an assigned date as prescribed by the NJDA.

Damaged commodities will be counted and listed separately.

3.5.2 The contractor shall submit a monthly transactional inventory report to the NJDA's Food Distribution Section three (3) days before

the last day of each month. That transaction inventory shall contain the following information by product description and code number:

A)Beginning inventory as of the first of the month.

B)Amount distributed/picked up and identified by recipient and date, or amount shipped identified by State reference number and/or bill of lading number.

C)Product transferred in, from other agencies, and so identified.

D)Amount shipped by master bill number.

E)Separate listing for damaged or "hold" product.

F)Ending inventory as of last day of month.

3.5.3 The contractor shall notify the food distribution office, by telephone, when product is received from any source for the account of the NJDA giving the following information:

A)Type and description of product.

B)Amount of product received

C)Product is for NSLP account (if other USDA donated foods are stored).

D)Amount of product over, short or damaged.

E)Action taken regarding damage.

3.5.4 The telephone verbal receipt report will be confirmed by completing the USDA form FNS-57 (9-70), report of shipment received over, short and/or damaged, within ten (10) days following the telephone call.

3.5.5 The contractor will be notified, in advance, of all incoming and outgoing shipments by rail, truck or piggyback. When this procedure has been followed, any demurrage or detention incurred by the
warehouse in unloading or loading is for the account of Contractor.

3.6 Storage Inventory Settlement Procedure

3.6.1 The State of New Jersey shall request a physical count of all merchandise owned by the NJDA once per year. Counting will be done by Food Distribution Staff of the NJDA accompanied by contractor's representatives. It is understood this inventory will be taken at no

additional cost to the State of New Jersey for labor or equipment used by the contractor. It is expected the inventory will be taken in a prompt and careful manner.

3.6.2 After the inventory is taken and agreed upon by both parties, the warehouseman shall reimburse the NJDA the commodity value price of any shortages, if any, after completion of all reconciliations. The contractor will have their final adjusted figures within seventy-two (72) hours after the first count is taken.

Note: USDA regulations, 7 CFR Part 250.15 (C)(2), does not allow a percentage of write-off of USDA foods lost, destroyed, stolen, damaged, etc, while under the contractual care of a commercial vendor. All USDA foods are accountable on a case for case basis at the established USDA commodity file delivered price.

3.6.3 During the period of physical inventory, an item shall be adjusted against a like item. Definition of like items: various size packs of same item; various cheeses or same pack; and various butter of same pack. Failure to comply can be cause for assessment of dollar value of the item short. Assessment shall be based upon USDA current commodity file delivered price. Overage of all items shall be picked up on inventory with no credit value.

3.6.4 There will be no adjustments allowed between NSLP foods and other NJDA, USDA or separate USDA Recipient Agency accounts held by the contractor.

3.7 Damage Report Procedure

3.7.1 When merchandise is received for the account of the NJDA, the contractor is responsible to inspect for visible damage and so note on all copies of carrier's delivery ticket before signing for the shipment. This applies to rail, truck and piggyback shipments. Damaged product should not be accepted in the warehouse without the expressed permission of the Food Distribution Office of the NJDA. Every attempt should be made to keep the contracted warehouse free from damage.

Shipments containing damaged products received by rail car should be first reported to the railroad for their inspection before unloading. Secondly, a telephone call must be placed to the Food Distribution Office, NJDA, notifying that office of the damage, the products involved and the count of each. Damage from each shipment should be accumulated and labeled with car number and date and a delivery ticket should be completed and signed by the carrier.

3.7.1.1 General requirements
Each shipment received is to be carefully looked at as soon as possible

after placement for unloading to determine its count and condition, and the following actions taken:

1. A record shall be made of the following temperatures and product dates and/or coding:

a. Condition and serial numbers of the seal(s) on the door(s) of the car or truck before the car or truck is opened.

b. Where the shipment was unloaded.

c. Protection given the car or truck during unloading.

2. Each shipment shall be carefully looked at before unloading begins to determine whether there is any obvious overage, shortage, or damage. If there is, it shall be reported to the agent of the delivering carrier before the entire shipment is unloaded.

3. A careful count and record of the shipment shall be made as it is unloaded. Overages, shortages or damage discovered as unloading progresses shall be reported to the agent of the delivering carrier before the entire shipment is unloaded.

4. Consignees are to notify the carrier's agent immediately by telephone, or in person, upon discovery of an overage, shortage, or damage. The carrier's agent is obligated to make his inspection as

soon as practical, but in any event within forty-eight (48) hours, after such notice. Unloading is not to be delayed while waiting for the inspection. Consignees are to complete notices of any overages, loss, or damage in writing to the carrier's agent. A copy of the confirmation is to be forwarded to the USDA's Kansas City, FSA Commodity Office with the Form FNS-57.

5. If the carrier's agent waives or does not make an inspection, the consignees inspection shall be accepted as the carrier's inspection. Failure of the consignee to properly notify the carrier's agent of an overage, shortage or damage shall be regarded as showing the shipment has been received complete and in good order.

6. A shipment which has damaged foods, unless the damage affects all or a major part of it, must be accepted by the consignee.

a. Damaged cargo which is still usable for human consumption shall be salvaged and accepted for program use. It is important that usable foods bearing USDA or USDA purchased commercial labels do not get into commercial channels since their appearance for sale can cause questions as to the propriety of their being sold, and many times lead to expensive investigations. Damage to containers, without damage to the food, is to be remedied by mending or replacing the container. Salvage operations may be performed by the consignee or the carrier, as they mutually agree. If canned goods are exposed or leaking, they will not be considered salvageable. Unless canned goods are noticeably dented in the side of end seams, or are otherwise dented to seriously distort the shape of the cans, they shall be accepted. Seriously rusted cans, or cans that are "springers", "flippers", or "swellers" are not considered salvageable.

b. The damaged cartons, which cannot be salvaged for program use, shall be disposed of as follows:

1. Foods that are unfit for any use and which are in such condition as to contaminate or infest the storage space, or which have been condemned by Federal, State or local health officials, must be destroyed according to applicable health and sanitation laws or regulations.

2. Foods that are fit for other than human consumption may be sold for non-human or non-food use, released to the delivering carrier upon its demand, used as animal feed in public institutions, or destroyed as determined by the NJDA.

3. When foods which have a salvage value to the carrier are sold or destroyed, the consignee must furnish the USDA's Kansas City, FSA Commodity Office with a receipt that shows that food was disposed of

for an amount less than fifty (50) percent of the claim value, or with a certificate of condemnation (when a food is dumped or destroyed), furnished by the appropriate agency, showing that the food was unfit for human consumption.

7. When a decision is made to refuse to accept a shipment because of all or a major part of it is off-grade, out of condition, or damaged, all facts contributing to the decision not to accept must be reported to the NJDA by telephone. The determination and action necessary to reject the shipment to the delivering carrier will be made by the USDA's FSA Commodity Office which arranged for the shipment. In no event may a consignee reject a shipment to the carrier.

8. If a split shipment is not properly braced upon delivery to stop-off point, the intermediate consignee(s) must repair the bracing or level off the load.

9. If a split shipment is made in a mechanically refrigerated car, the stop-off consignee(s) must be sure that the refrigeration is turned on before the car proceeds to the next

10. The NJDA's Commodity Office will consult with the USDA's Regional Office when guidance in any given case is needed, or if a USDA inspection of the food is showed.

11. Consignees of shipments, made by railroad, are obligated under the rules of the Uniform Freight Classification of the Interstate Commerce Commission to completely unload from cars all dunnage, debris, and other foreign matter connected with the inbound movement, so that they are ready for use by another shipper without further unloading. Cost of cleaning the cars is to be borne by the vendor as a normal expense to be expected in the conduct of business. Cars are to be unloaded and cleaned within the allowable free time so their release can be obtained before they are placed on demurrage of detention charges.

When a shipment is delivered and all or a major part of it is apparently off-grade, out-of-condition, or damaged, it must not be accepted until the facts pertinent to the arrival condition are reported to the USDA's Regional Office and disposition instructions are received.

A. Inspection. When a first examination of a shipment shows that all or a major part of it is off-grade, out-of-condition, or damaged, the consignee must obtain an inspection by the best qualified person available (preferably a Federal, Federal-State, or State inspector). If the findings of the inspection confirm those of the first examination, the shipment must be held and all details

promptly reported by telephone to the USDA's Regional Office.

B. Report. The report furnished on a shipment refused by the consignee because it is off-grade, out-of-condition, or damaged, must include, as a minimum the following information:

1. Order number.
2. Railroad car number and initial, or truck identification.
3. Name of shipper, origin and date of shipment.
4. Quantity and kind of food in the shipment.
5. Condition complained about and quantity affected.
6. Apparent cause of condition complained about.
7. Protective services provided
8. Name and identification of person who made inspection
9. Specific location.
10. Person to contact regarding shipment.
11. For perishable foods, the information required in item 26 of USDA Form FNS-57.

3.7.1.2 Preparation of Form FNS-57, Report of Shipment Received Over, Short and/or Damaged.

Form FNS-57 Report of Shipment Received Over, Short, and/or Damaged, must be prepared whenever a shipment is received over, short, and/or damaged. Consignees or their representatives on the scene when shipments are received must promptly and properly prepare Form FNS-57. It is important that the information reported must be as accurate as possible since the USDA must accurately establish and fairly adjudicate claims for all reported shortages and damage in shipments of donated foods.

Instructions for preparation and distribution are printed on the reverse side of the form.

3.7.2 Expenses incurred in recouping, re-packing, reworking and/or sorting of damaged foods will be reimbursed by the Food Distribution Program, New Jersey Department of Agriculture, and must not exceed the bidder's per case recouping charge as stated in this contract. The per case recouping charge must cover all labor hired specifically for recouping, reworking, re-packing and sorting damaged commodities, cost for packing materials, containers, handling and hauling.

3.7.2.a Expenses incurred in the disposal of damaged food or food not fit for human consumption will be reimbursed by the Food Distribution Program, N.J.D.A., and must not exceed the bidder's per case disposal charge as stated in this contract. The per case disposal charge must cover all handling/ hauling/ dumping/ recycling costs incurred in the disposal of unsalvageable food and/or goods.

All USDA foods, earmarked for dumping, must be approved for Destruction and accompanied to the dumping area by and with a NJDA Food Distribution representative.

3.7.3 All instances of damaged products connected with incoming shipments must also be reported on USDA Form FNS-57 (9-70) Report of Shipment Received Over, Short and/or Damaged within ten (10) days following receipt.

Damaged commodities must be reported weekly to the Food Distribution Office, NJDA, removed from stock and accumulated so that Food Distribution staff, may inspect all USDA food damaged to determine disposition.

Vendors in-house damaged commodities must be identified and physically separated from usable commodities. All damages must be reported to the NJDA Food Distribution Program. All such damages must be identified and stored separate and apart form any railroad and/or truck shipping damage.

3.7.4 Electronic Data Processing Information Requirement:
The Food Distribution Program will require infrastructure support to facilitate communications between the bureau and the warehouse location. The basic infrastructure include a personal computer with a printer and a modem, capability to email access and fax send and receipt.

The requirements are listed as follow:

The bureau requires capability to send documents, memos, and other paperwork through fax, mail or electronic mail. To facilitate the process, the warehouse will provide a personal computer with modem, printer, and designated e-mail account and fax number.

On daily basis, the warehouse will provide, in addition to delivery notes, a copy of detailed inventory transactions and inventory summary report. The inventory transaction report will list commodity receipts and distribution whereas the summary report will list daily ending balances on all commodities.

The warehouse should prepare for the exchange of data in a prescribed format such as XML in the future. In addition, vendor must supply a 1-800 telephone number(s) for voice and fax communications with NJDA staff.

3.8 Detailed instructions concerning the receipt of USDA foods can be found in FNS (FD) instruction 709-5, dated 4/1/93. The successful bidder must be able to comply with this instruction.

4.0 Proposal Preparation and Submission

4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

Bidders are cautioned that their failure to submit the information as required may lead to a determination that the bidder's proposal is non-responsive to RFP requirements. Any qualifying statements by the bidder which effect change(s) to RFP Purchase Standard Terms and Conditions, Special Terms and Conditions, Specifications or other RFP requirements may be regarded as non-responsive. Consequently, the bidder's eligibility for contract award may be jeopardized. Therefore, bidders are encouraged not to take exception to the State's Term's, Conditions or Specification. If a bidder wishes to take exception to any of the State's Terms, Conditions or Specifications, such exceptions should be detailed in a cover letter to the bid response proposal and must cross reference the applicable RFP page and section reference number.

All instructions, contained in the solicitation document (RFP) should be met to qualify for consideration for award. Proposals that do not meet or comply with all instruction may be considered non-responsive. The bidder is instructed to clearly show any requirement of this RFP that the bidder cannot satisfy.

4.2 Proposal Delivery and Identification

To be considered, a bid proposal must arrive at the Purchase Bureau according to the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to make sure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit SIX(6) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and keep a FULL AND COMPLETE copy of their bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 Forms

4.4.1.1 Ownership Disclosure Form

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

4.4.1.2 MacBride Principles Certification

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

4.4.1.3 Affirmative Action

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

4.4.1.4 Bid Bond

This Section supplements Section 3.3a of the Standard Terms and Conditions. The amount of the bid bond is noted on the RFP cover sheet. The bid bond must be submitted with the bidder's proposal. In the event the bidder has an annual bid bond on file with the Purchase Bureau, the bidder should so note in the appropriate box on the RFP cover sheet.

4.5 Bidder will fill out all sections on the Contractor Data Sheets

IMPORTANT: Bidders should be familiar with the "Standard Terms and Conditions" of this RFP, especially the Sections on "Certificate of Insurance" and "Termination of Contract".

4.6 Bidder should describe and include his electronic billing methods (if any) which will be used to bill the NJDA by including or attaching a separate description page entitled "Electronic Billing Method." Section 3.7.4 indicates bidder should have electronic data processing equipment vendor is required to have.

4.7 Information on Subcontractors (if applicable)

4.8 Bidders shall submit their prices on the attached pricing sheets. Failure to submit all information requested will lead to your bid being considered non-responsive.

4.9 The State reserves the right to request all bidders to explain the method used to arrive at any/or all figures.

Bidders must show prices per hundred weight (cwt.) to provide food storage and related services for the NJDA's, Division of Food and Nutrition, Food Distribution Programs as per the terms, conditions and specifications of this Request for Proposal (RFP). Bidders must bid for storage on all commodities listed. If the bidder has no price for a certain service, the bidder must show "NONE".

Each bid storage, handling and/or other services is to be prepared within the scope of the following format and in the outline shown. No charges, other than herein contained, will be approved for payment by the Department of the Treasury, Division of Purchase and Property, State of New Jersey.

Billing is to be based on gross weight of commodity, including packaging.

Commodities received during the first half of any calendar month will be charged, on a lot basis, at the full month rate for storage. Fresh produce commodities received from both the USDA & Department of the Defense will be billed on a one-half month rate for each one-half month the fresh produces commodities stays in storage." Commodities received on the 16th to the last day of the month will be charged one-half month's storage. Beginning with commodities carried over into the next month, storage will be billed at the one-half month rate for each one-half month the commodity stays in storage.

Billing is to be based on gross weight from date commodities are received, on a lot basis as showed above. At the end of the month, billing will be on a 15-day basis for each 15 days after that until the balance is removed.

Handling charges per cwt. must be limited to inbound freight to the Contractor's warehouse.

Bid prices must include (in price per hundred weight (cwt.)) all labor, clerical, fork-lift, pallets, rental, packaging, miscellaneous expenses, overtime pay and any other expenses incurred. Your profit must also be included.

4.10 Section 4 - Cost Proposal

The bidder must submit all requested pricing information. Failure to submit all requested pricing information may lead to the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to allow the completion of the evaluation of proposals received and the contract award process.

5.0 Contractual Terms AND Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the 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 proposal, the RFP and/or the addendum shall govern.

5.2 Performance Bond

This section supplements Section 3.3b of the Standard Terms and Conditions. A performance bond is required. The amount of the performance bond is noted on the RFP cover sheet. The performance bond must be posted within 30 days of the effective date of the contract award. The performance bond must remain in full force and effect for the term of the contract and any extension thereof.

5.3 Business Registration-See Standard Terms & Conditions, Section 1.1

5.4 Contract Term and Extension Option

The term of the contract shall be for three (3) years.
The expected "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process lead to an change of the expected Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional one-year extension, by mutual written consent of the contractor and the Director.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than one hundred and eighty (180) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

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

5.7 Contract Amendment

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

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor handles the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without extra pay, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be interpreted as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.8.1 Contractor shall comply with all procedural instructions that may be issued, from time to time, by the Director of the Division of Purchase and Property.

5.8.2 During the period of contract, no change is permitted in any of its conditions and specifications unless the contractor receives written approval from the Director of the Division of Purchase and Property.

5.8.3 Modifications in the bidding specifications can only be authorized by the Purchase Bureau. Any changes will always be confirmed, in writing, by an addendum to the bid request for proposal.

5.8.4 Should the contractor find, at any time, that conditions make modifications in requirements desirable, the Contractor shall promptly report such information to the Food Distribution Programs Section of the New Jersey Department of

Agriculture (NJDA). The NJDA in turn will notify the Director of the Division of Purchase and Property for consideration and decision.

New Jersey has no obligation to guarantee any volume of product for storage.

5.8.5 The contractor, or his authorized representatives, may be required to meet periodically with the Director of the Division of Purchase and Property or his representatives to talk about all services contracted for.

5.8.6 There may be a meeting with the successful contractor(s) and the NJDA's Food Distribution Programs staff before the start of the contract. At that time, the contractor may be required to submit a plan of operation to the NJDA

5.8.7 The contractor shall comply with any federal, State or local laws, now in effect or hereafter promulgated, which apply to food storage facilities.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key staff, the contractor will show the substitute staff and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the person(s) proposed as substitution(s) have qualifications and experience equal to or better than the person(s) originally proposed or now assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No

substitute staff is authorized to start work until the contractor has received written approval to go ahead from the State Contract Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will show the proposed new subcontractor and the work to be performed. The contractor must

provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key staff that prove knowledge, ability and experience relevant to that part of the work that the subcontractor is to do.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar staff proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to start work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation, and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered

to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

To the extent that any of such materials may not, by operation of law, be a work made for hire according to the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. To the extent that any of such materials may not, by operation of the law, be a work made for hire according to the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder expect bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, and any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.12 Data Confidentiality

All financial, statistical, staff and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any person or entity in the contractor's charge or employ, will be considered a violation of this contract and may lead to contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases about

any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images or any data or results arising from this contract as a part of any commercial advertising without first getting the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and keep in full effect all required licenses, permits and authorizations necessary to do this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted after the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

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

5.16.2 Remedies

Nothing in the contract shall be interpreted to be a waiver by the State
of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery and Liquidated Damages

The contractor must immediately inform the State Contract Manager of any circumstance or event that could lead to late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property
Purchase Bureau
PO Box 230

33 West State St.
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State to the sum of $100.00 per workday that such task, subtask or work remains incomplete following its contractually agreed upon completion date. Such sum shall be treated as liquidated damages and not as penalty.

5.18 Retainage

The amount of retainage is noted on the RFP cover sheet. The Using Agency shall retain the stated percentage of each invoice submitted. At the end of each three (3) month period, the Using Agency shall review the contractor's performance. If performance has been satisfactory, the Using Agency shall release 90% of the retainage for the preceding three-(3) month period. Following certification by the State Contract Manager that all services have been satisfactorily performed, the balance of the retainage shall be released to the contractor.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The project manager may at any time for valid reason(s) direct the Contractor to suspend work under this approved contract for a specific period. Such order shall be given by at least ten (10) days notice in writing which shall specify the period during which work shall be stopped. The contractor shall be paid up until the stop order but subsequent payments shall be held in abeyance until final project decision. Any permanent contract termination shall be according to Purchase Bureau Standard Terms and Conditions Section 5.5. The contractor, unless terminated, shall resume work upon the date specified in the stop work order, or upon such other date specified in the stop work order, or upon such other date as the project manager may thereafter specify in writing. The period during which work

shall have been stopped shall be treated as added to the contractor's approved schedule of performance. Stoppage of work under this section shall not, however, be interpreted as extending the term of the contract, and shall not cause any claim against the State. It must be understood that all pricing proposed by the bidder in response to this RFP must remain firm and constant during the entire contract, and any extensions, notwithstanding the level of effort dictated by the Using Agency or the level of available funding.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not start doing any additional work or special projects without first getting written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to do the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to do the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may start without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Billing is to be based on gross weight of commodity, including packaging.

Commodities received during the first half of any calendar month will be charged, on a lot basis, at the full month rate for storage. Fresh produce commodities received from both the USDA & Department of the Defense will be billed on a one-half month rate for each one-half month the fresh produces commodities remains in storage." Commodities received on the 16th to the last day of the month will be charged one-half month's storage. Beginning with commodities carried over into the next month, storage will be billed at the one-half month rate for each one-half month the commodity remains in storage.

Billing is to be based on gross weight from date commodities are received, on a lot basis as showed above. At the end of the month, billing will be on a 15-day basis for each 15 days thereafter until the balance is removed.

Handling charges per cwt. shall be limited to inbound freight to the Contractor's warehouse.

Bid prices must include (in price per hundred weight (cwt.)) all labor, clerical, fork-lift, pallets, rental, packaging, miscellaneous expenses, overtime pay and any other expenses incurred. Your profit must also be included.

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

Payment to Contractor - Optional Method

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

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

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

5.24 Year 2000 Compliance
Not applicable to this procurement.

5.25 Contract Activity Report-Not applicable to this Procurement

5.26 Insurance

This section serves to supplement and not to supercede section 2, Liabilities, contained in the Standard Terms and Conditions.

The contractor will be required to have professional liability insurance.

Applicable Certificate of Insurance

5.26.1

The certificate of insurance should include the bid identification number, name of bid and buyer's name. Certificates should be forwarded to Purchase Bureau, P.O. Box 230, Trenton, New Jersey 08625

5.26.2

Each policy of insurance should contain an endorsement as follows: Insurance company shall notify, in writing, the Director of the Division of Purchase and Property, thirty (30) days in advance of the effective date of any reduction in or cancellation of this policy.

6.0 Proposal Evaluation/contract AWARD

6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

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

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

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

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The Contractor Data Sheets

6.3.2 The overall ability of the bidder, as judged by the State, to begin and complete successfully the project within the proposed schedule or on time. This judgment will include, but not be limited to, such factors as staff commitment to the project, project management and control plan, project organization and availability of staff.

6.3.3 Bidder's Cost Proposal

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

7.0 CONTRACTOR DATA SHEET NORTHERN ZONE A, B OR BOTH TO BE COMPLETED BY THE BIDDER

7.0.1 Zone being bid for (circle one or both): Zone A Zone B

7.0.1 The number of years your firm has been providing food storage facilities and related services: _____.

7.0.2 Location of bidders office that will be responsible for managing this contract:

NAME: _____ NAME: _____

ADDRESS: _____ ADDRESS: _____

_____ _____

PHONE #: _____ PHONE #: _____

7.3 Location of bidder's facility and where bidder's equipment may by inspected:

ZONE A ZONE B

NAME: _____ NAME: _____

ADDRESS: _____ ADDRESS: _____

_____ _____

PHONE #: _____ PHONE #: _____

NAME: _____ NAME: _____

ADDRESS: _____ ADDRESS: _____

PHONE #: _____ PHONE #: _____

7.4 List below the equipment bidder intends to use under this contract (other than real estate):

ZONE A ZONE B

Does bidder warehouse have a rail siding?

ZONE A Yes__ No__ Zone B Yes__ No__

Please indicate number of loading docks available: _____

7.5 Name(s) and phone number(s) of management personnel to be contacted if problems occur in everyday operations:

ZONE A ZONE B

NAME(S: _____ NAME(S: _____

PHONE NO: _____ HOME NO: _____

NAME(S: _____ NAME(S: _____

PHONE NO: _____ HOME NO: _____

NAME(S: _____ NAME(S: _____

PHONE NO: _____ HOME NO: _____

7.6 Name of person that may be contacted always (24 hours a day) if service or information is requested by the Food Distribution Programs, NJDA.

ZONE A ZONE B

NAME: _____ NAME: _____

ADDRESS: _____ ADDRESS: _____

_____ _____

PHONE #: _____ PHONE #: _____

7.7 Provide a list of New Jersey State agencies, U.S. government agencies, private sector institutions, industries and commercial buildings now under contract with your firm. Include the length of time each contract has been in force and the name of a person, with phone number, the State may contact for reference:

Current Clients length of Contract Name and Phone # to Contact

7.8 Provide a listing of contracts your firm has lost during the last three (3) years with reasons for contract or service termination:

7.9 Bidder should list name and insurance firm from which bidder intends to purchase required insurance and a person to contact at this firm:

7.10 Provide a list of personnel, with addresses and work and home numbers, or people who will be available in the event of a natural or man-made disaster:

NAME	ADDRESS	HOME PHONE	#WORK PHONE #

7.11 Is the bidder firm/agency primarily involved in the business of operating a public warehouse for the storage of dry, refrigerated and frozen commodities: YES_____ NO _____

If no, explain in detail. (Use additional sheets if necessary)

7.12 Provide a complete and accurate list of food storage facilities location(s) (real estate) to be used by the contractor for purposes of this contract.

ZONE A ZONE B

_____ _____

_____ _____

_____ _____

_____ _____

7.13 Indicate square footage available to store foods showed here

ZONE A

Dry _____

Cooler _____

Freezer_____

ZONE B

Dry _____

Cooler_____

Freezer_____

8.0 Attachments

Exhibit I

ZONE A
USDA COMMODITY STORAGE AND HANDLING DATA SHEET
FOR SOUTH JERSEY (FY 97)

	DRY	COOLER	FREEZER
Average Unit Weight Gross	40	40	40
Average Unit Cube	1.1	1.1	1.1
Average Density (Wt. Per Cubic Ft.)	36	36	36
Number of Items in Varity Store Per Year	43	6	25
Number of items in Varity Store Per Month	24	4	13

Bidder should list warehouse holidays and or close dates from July 1 through June 30th of each contract year.

EXHIBIT 1

OUTBOUND "PICKUP" STATISTICS
FY 2003

	ZONE A	ZONE B
Total Schools	320	323
Total Child/Adult Care	7	29
Total Charitable Institutions	43	57
Total Summer Feeding	9	20
Total Summer Camps	7	13
Minimum No. of Pick-ups Per Day:	5	5
Average No. of Pick-ups Per Day:	20	21
Maximum No. of Pick-ups Per Day:	30	35

EXHIBIT 2

AVERAGE/MAXIMUM TOTAL INVENTORY STATISTICS

AVERAGE INVENTORY (12 Months)

FREEZER: 33,002 CS
12,541 CWT

COOLER: 8,659 CS
3,031 CWT

DRY: 42,700 CS
18,361 CWT

MAXIMUM INVENTORY

FREEZER: 45,102 CS
17,139 CWT

MONTH: April

COOLER: 12,579 CS
4,403 CWT

MONTH: March

DRY: 56,077 CS
24,113 CWT

EXHIBIT 3

Zone A South Jersey Receipts

	July	Aug	Sept	Oct	Nov	Dec
Freezer						
Cases	1,334	3,880	4,842	6,211	9,375	8,754
Cwt	494	1,436	1,792	2,298	3,469	3,239
Cooler						
Cases	2,964	5,094	8,435	5,633	--	3,465
Cwt	1,037	1,783	2,952	1,972	--	1,213
Dry						
Cases	912	14,432	8,824	15,348	6,864	12,712
Cwt	392	6,206	3,794	6,600	2,952	5,466

	Jan	Feb	March	April	May	June
Freezer						
Cases	12,208	12,627	11,138	15,511	3,819	--
Cwt	4,517	4,672	4,121	5,739	1,413	--
Cooler						
Cases	4,126	5,284	4,992	--	--	--
Cwt	1,444	1,849	1,747	--	--	--
Dry						
Cases	12,108	14,358	13,736	6,704	912	--
Cwt	5,206	6,174	5,906	2,883	392	--

EXHIBIT 4

Zone A South Jersey Outbound

	July	Aug	Sept	Oct	Nov	Dec
Freezer						
Cases	1,869	--	13,951	6,553	6,578	6,374
Cwt	692	--	5,162	2,425	2,434	2,358
Cooler						
Cases	484	--	5,983	5,289	4,757	2,022
Cwt	169	--	2,094	1,851	1,665	708
Dry						
Cases	1,992	--	9,665	14,864	7,086	12,521
Cwt	857	--	4,156	6,392	3,047	5,384

	Jan	Feb	March	April	May	June
Freezer						
Cases	7,318	6,905	9,321	11,772	10,210	13,515
Cwt	2,708	2,555	3,449	4,356	3,778	5,001
Cooler						
Cases	2,724	3,129	5,365	5,582	2,530	218
Cwt	953	1,095	1,878	1,954	886	76
Dry						
Cases	12,089	6,185	5,906	11,528	13,937	7,104
Cwt	5,198	2,660	2,540	4,957	5,993	3,055

Zone B North Jersey Outbound

	July	Aug	Sept	Oct	Nov	Dec
Freezer						
Cases	691	--	12,443	4,994	5,733	7,971
Cwt	263	--	4,728	1,898	2,179	3,029
Cooler						
Cases	25	--	6,000	5,526	2,201	2,549
Cwt	9	--	2,100	1,934	770	892
Dry						
Cases	1,244	--	8,621	14,122	8,080	12,062
Cwt	535	--	3,707	6,072	3,474	5,187

	Jan	Feb	March	April	May	June
Freezer						
Cases	10,262	6,088	9,294	10,425	9,640	15,121
Cwt	3,900	2,313	3,532	3,962	3,663	5,746

Cooler

Cases	2,573	3,268	5,294	5,245	2,589	606
Cwt	901	1,144	1,853	1,836	906	212
Dry						
Cases	11,847	9,871	5,305	14,314	13,629	8,480
Cwt	5,094	4,245	2,281	6,155	5,860	3,646

Zone B North Jersey Receipts

	July	Aug	Sept	Oct	Nov	Dec
Freezer						
Cases	--	3,880	8,600	5,185	11,376	9,524
Cwt	--	1,474	3,268	1,970	4,323	3,619
Cooler						
Cases	2,964	5,011	5,663	5,670	--	3,880
Cwt	1,037	1,754	1,982	1,985	--	1,358
Dry						
Cases	912	14,431	9,736	13,532	7,776	10,888
Cwt	392	6,205	4,186	5,819	3,344	4,682

	Jan	Feb	March	April	May	June
Freezer						
Cases	9,654	13,236	15,121	10,568	4,820	950
Cwt	3,669	5,030	5,746	4,016	1,832	361
Cooler						
Cases	4,025	4,584	5,916	--	--	--
Cwt	1,409	1,604	2,071	--	--	--
Dry						
Cases	13,020	14,358	12,496	6,704	912	--
Cwt	5,599	6,174	5,373	2,883	392	--

PRICE SHEET	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35566 OPEN DATE : 01/13/04 TIME : 2 PM T-NUMBER : T0303 BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 103360 / S005 DIV OF MARKETING SERVICES BUREAU OF CHILD NUTRITION PROGRAMS 33 WEST STATE ST - 4TH FL PO BOX 334 TRENTON NJ 08625				
00001	COMMODITY CODE: 793-32-019043 DRY STORAGE: PRICE PER SPLIT MONTH BASIS PER C.W.T. **********ZONE A, YEAR #1	1	CWT	_____	_____
00002	COMMODITY CODE: 793-32-019044 COOLER STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE A, YEAR # 1	1	CWT	_____	_____
00003	COMMODITY CODE: 793-32-019048 FROZEN STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE A, YEAR #1	1	CWT	_____	_____
00004	COMMODITY CODE: 793-32-019049 DRY STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 1	1	CWT	_____	_____
00005	COMMODITY CODE: 793-32-019050 COOLER STORAGE: PRICE PER LAST-HALF OF FIRST MONTH **********ZONE A, YEAR # 1	1	CWT	_____	_____
00006	COMMODITY CODE: 793-32-019051 FROZEN STORAGE: PRICE FOR LAST-HALF OF FIRST MONTH. **********ZONE A, YEAR # 1	1	CWT	_____	_____
00007	COMMODITY CODE: 793-32-019052 DRY STORAGE: HANDLING CHARGE, IN & OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 1	1	CWT	_____	_____
00008	COMMODITY CODE: 793-32-019053 COOLER STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 1	1	CWT	_____	_____
00009	COMMODITY CODE: 793-32-019054 FROZEN STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 1	1	CWT	_____	_____
00010	COMMODITY CODE: 793-32-019055 DRY STORAGE: UNLOADING CHARGE PER C.W.T. (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE A, YEAR # 1	1	CWT	_____	_____
00011	COMMODITY CODE: 793-32-019056 COOLER STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE A, YEAR #1	1	CWT	_____	_____
00012	COMMODITY CODE: 793-32-019057 FROZEN STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON	1	CWT	_____	_____

PRICE SHEET	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35566 OPEN DATE : 01/13/04 TIME : 2 PM T-NUMBER : T0303 BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PALLETS OR SLIPSHEETS) **********ZONE A, YEAR # 1				
00013	COMMODITY CODE: 793-32-019058 RECOOPING, REWORKING & REPACKING CHARGE, PER DAMAGED CASE **********ZONE A, YEAR # 1	1	CASE	_____	_____
00014	COMMODITY CODE: 793-32-019058 DISPOSAL CHARGE, PER DAMAGED CASE. ********** YEAR # 1	1	CASE	_____	_____
00015	COMMODITY CODE: 793-32-019043 DRY STORAGE: PRICE PER SPLIT MONTH BASIS PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00016	COMMODITY CODE: 793-32-019044 COOLER STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00017	COMMODITY CODE: 793-32-019048 FROZEN STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00018	COMMODITY CODE: 793-32-019049 DRY STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00019	COMMODITY CODE: 793-32-019050 COOLER STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00020	COMMODITY CODE: 793-32-019051 FROZEN STORAGE: PRICE FOR LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00021	COMMODITY CODE: 793-32-019052 DRY STORAGE: HANDLING CHARGE, IN & OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00022	COMMODITY CODE: 793-32-019053 COOLER STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00023	COMMODITY CODE: 793-32-019054 FROZEN STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 2	1	CWT	_____	_____
00024	COMMODITY CODE: 793-32-019055 DRY STORAGE: UNLOADING CHARGE PER C.W.T. (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS)******** YEAR #2 **********ZONE A, YEAR # 2	1	CWT	_____	_____
00025	COMMODITY CODE: 793-32-019056 COOLER STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS)	1	CWT	_____	_____

PRICE SHEET	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35566 OPEN DATE : 01/13/04 TIME : 2 PM T-NUMBER : T0303 BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	**********ZONE A, YEAR # 2				
00026	COMMODITY CODE: 793-32-019057 FROZEN STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE A, YEAR # 2	1	CWT	_____	_____
00027	COMMODITY CODE: 793-32-019058 RECOOPING CHARGE, PER DAMAGED CASE. **********ZONE A, YEAR # 2	1	CASE	_____	_____
00028	COMMODITY CODE: 793-32-019058 DISPOSAL CHARGE, PER DAMAGED CASE. ********** YEAR # 3	1	CASE	_____	_____
00029	COMMODITY CODE: 793-32-019043 DRY STORAGE: PRICE PER SPLIT MONTH BASIS PER C.W.T. **********ZONE A, YEAR # 3	1	CWT	_____	_____
00030	COMMODITY CODE: 793-32-019044 COOLER STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE A, YEAR # 3	1	CWT	_____	_____
00031	COMMODITY CODE: 793-32-019048 FROZEN STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE A, YEAR # 3	1	CWT	_____	_____
00032	COMMODITY CODE: 793-32-019049 DRY STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 3	1	CWT	_____	_____
00033	COMMODITY CODE: 793-32-019050 COOLER STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 3	1	CWT	_____	_____
00034	COMMODITY CODE: 793-32-019051 FROZEN STORAGE: PRICE FOR LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE A, YEAR # 3	1	EA	_____	_____
00035	COMMODITY CODE: 793-32-019052 DRY STORAGE: HANDLING CHARGE, IN & OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 3	1	EA	_____	_____
00036	COMMODITY CODE: 793-32-019053 COOLER STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 3	1	EA	_____	_____
00037	COMMODITY CODE: 793-32-019054 FROZEN STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE A, YEAR # 3	1	EA	_____	_____
00038	COMMODITY CODE: 793-32-019055 DRY STORAGE: UNLOADING CHARGE PER C.W.T. (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE A, YEAR # 3	1	EA	_____	_____

PRICE SHEET	TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON NJ 08625-0230

NUMBER : 04-X-35566
OPEN DATE : 01/13/04 TIME : 2 PM
T-NUMBER : T0303

BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00039	COMMODITY CODE: 793-32-019056 COOLER STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE A, YEAR # 3	1	EA	_____	_____
00040	COMMODITY CODE: 793-32-019057 FROZEN STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE A, YEAR # 3	1	EA	_____	_____
00041	COMMODITY CODE: 793-32-019058 RECOOPING CHARGE, PER DAMAGED CASE. **********ZONE A, YEAR # 3	1	EA	_____	_____
00042	COMMODITY CODE: 793-32-019043 DRY STORAGE: PRICE PER SPLIT MONTH BASIS PER C.W.T. **********ZONE B, YEAR #1	1	CWT	_____	_____
00043	COMMODITY CODE: 793-32-019044 COOLER STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00044	COMMODITY CODE: 793-32-019048 FROZEN STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00045	COMMODITY CODE: 793-32-019049 DRY STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00046	COMMODITY CODE: 793-32-019050 COOLER STORAGE: PRICE PER LAST-HALF OF FIRST MONTH **********ZONE B, YEAR # 1	1	CWT	_____	_____
00047	COMMODITY CODE: 793-32-019051 FROZEN STORAGE: PRICE FOR LAST-HALF OF FIRST MONTH. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00048	COMMODITY CODE: 793-32-019052 DRY STORAGE: HANDLING CHARGE, IN & OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00049	COMMODITY CODE: 793-32-019053 COOLER STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00050	COMMODITY CODE: 793-32-019054 FROZEN STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00051	COMMODITY CODE: 793-32-019055 DRY STORAGE: UNLOADING CHARGE PER C.W.T. (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE B, YEAR # 1	1	CWT	_____	_____

PRICE SHEET	TERM CONTRACT - ADVERTISED BID PROPOSAL
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-35566 OPEN DATE : 01/13/04 TIME : 2 PM T-NUMBER : T0303 BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00052	COMMODITY CODE: 793-32-019056 COOLER STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE B, YEAR #1	1	CWT	_____	_____
00053	COMMODITY CODE: 793-32-019057 FROZEN STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE B, YEAR # 1	1	CWT	_____	_____
00054	COMMODITY CODE: 793-32-019058 RECOOPING CHARGE, PER DAMAGED CASE. **********ZONE B, YEAR # 1	1	CWT	_____	_____
00055	COMMODITY CODE: 793-32-019043 DRY STORAGE: PRICE PER SPLIT MONTH BASIS PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00056	COMMODITY CODE: 793-32-019044 COOLER STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00057	COMMODITY CODE: 793-32-019048 FROZEN STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00058	COMMODITY CODE: 793-32-019049 DRY STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00059	COMMODITY CODE: 793-32-019050 COOLER STORAGE: PRICE PER LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00060	COMMODITY CODE: 793-32-019051 FROZEN STORAGE: PRICE FOR LAST-HALF OF FIRST MONTH, PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00061	COMMODITY CODE: 793-32-019052 DRY STORAGE: HANDLING CHARGE, IN & OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00062	COMMODITY CODE: 793-32-019053 COOLER STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00063	COMMODITY CODE: 793-32-019054 FROZEN STORAGE: HANDLING CHARGE, IN AND OUT (ONE TIME CHARGE) PER C.W.T. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00064	COMMODITY CODE: 793-32-019055 DRY STORAGE: UNLOADING CHARGE PER C.W.T. (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS)******** YEAR #2 **********ZONE B, YEAR # 2	1	CWT	_____	_____

PRICE SHEET	TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON NJ 08625-0230

NUMBER : 04-X-35566
OPEN DATE : 01/13/04 TIME : 2 PM
T-NUMBER : T0303

BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00065	COMMODITY CODE: 793-32-019056 COOLER STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE B, YEAR # 2	1	CWT	_____	_____
00066	COMMODITY CODE: 793-32-019057 FROZEN STORAGE: UNLOADING CHARGE PER CWT (ONE TIME CHARGE FOR FREIGHT NOT ON PALLETS OR SLIPSHEETS) **********ZONE B, YEAR # 2	1	CWT	_____	_____
00067	COMMODITY CODE: 793-32-019058 RECOOPING CHARGE, PER DAMAGED CASE. **********ZONE B, YEAR # 2	1	CWT	_____	_____
00068	COMMODITY CODE: 793-32-019043 DRY STORAGE: PRICE PER SPLIT MONTH BASIS PER C.W.T. **********ZONE B, YEAR # 3	1	CWT	_____	_____
00069	COMMODITY CODE: 793-32-019044 COOLER STORAGE: PRICE PER SPLIT MONTH BASIS, PER C.W.T. **********ZONE B, YEAR # 3	1	CWT	_____	_____