# Request for Proposal  09-X-20689

**For:** Foods: Electric Cold Beverage Dispensers  
Includes Liquid Juices & Drink Bases

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<td>(Refer to RFP Section 1.3.1 for more information.)</td>
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<td>Mandatory Pre-bid Conference</td>
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<td>(Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)</td>
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<td>Mandatory Site Visit</td>
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<td>(Refer to RFP Section 1.3.2 for more information.)</td>
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Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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<td>☐ Partial Contract</td>
<td>III</td>
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RFP Issued By

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

Date: October 31, 2008
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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various State Using Agencies.

The purpose of this RFP is to solicit bid proposals for the supply, installation and maintenance of dispensing equipment paired with the requested varieties and reasonable supply of juices and cold beverage products packaged to suit the dispensing equipment offered.

For 09-X-20689

1. Price Lines 00001-00010 represent the often used varieties of liquid juice/drink bases;
2. Price Lines 00011-00020 are for alternative flavors of drink and juice bases; in addition to those bid in lines 00001-00011. These alternative flavors: 1) must be currently manufactured; 2) shall be part of the bidders full product line; 3) should be cost effective; 4) must be a liquid concentrate that shall not require refrigeration;
3. Price Lines 00021-00023 represent the NO COST moderate and high volume dispensing equipment (additional technical information is to be acquired through the bidders’ literature and equipment schematics that the bidder should include in their bid submission). This cold dispensing equipment must be paired with the containerized or bag-in-the-box juice/drink bases;
4. Price Lines 00024 & 00025 are both for Purchase Bureau use only. No bids are requested for these price lines. No awards will be granted for these price lines.

The State seeks to award a contract for cold juices/drinks to the bidder that has the ability to supply

1) the appropriately sized dispensers
2) along with the beverage base types as itemized within this RFP.

Of special importance is the requirement that the specified beverage concentrates are paired with the appropriate cold producing (juice/drink) dispensers; along with the dispenser installation and the servicing of the dispensers. All aspects are combined together under the same contract.

The intent of this RFP is to award a single contract, for Statewide delivery to the responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State’s best interest.

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

The State intends to extend the contracts awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges. Although the State, with the assent of the vendor, is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.
1.2 BACKGROUND

This is a revised reprocurement of the Juice and Beverage System with Dispensers, Various Agencies. Once awarded, this cold dispensing system contract will be consolidated/merged together with the former Coffee Dispensing System, Liquid, Frozen Non Frozen Extract -- Various Agencies term contract. The current cold beverage dispensing system contract is presently due to expire on December 31, 2008. Bidders who are interested in the incumbent contract specifications and pricing information may review the current contracts (Enter # T1439) at http://www.state.nj.us/treasury/purchase/contracts.htm.

1.2.1 NOTABLE CHANGES:

In recent years, the State has awarded one statewide delivery contract for container/bag-in-the-box dispenser system with the related juice/drink bases and one statewide delivery contract for jet spray dispenser systems with the related juice/beverage supplies.

Due to low usage, the jet spray dispenser systems and supplies will no longer be contracted.

For the electric cold beverage dispensers, the equipment must chill as prescribed in Section 3.1 below and, as applicable, it must be capable of automatically drawing from the institution’s potable water source. In addition, the paired juice/drink bases must provide the same nutritional end-result as detailed herein this RFP and as detailed within the commodity descriptions provided on the Price Sheets.

The bidder must substantiate that the dispensing equipment can dispense all the varieties of cold beverage bases which they offer bids for: i.e. 100% orange juice, sugar-free lemonade sweetened with Sucralose, 50% apple juice, sweetened & lemon-flavored iced-tea, etc. The dispensing units offered must lock and must have valve mechanisms that can be secured or locked, in order to prevent tampering.

The cold juice/drink bases shall be supplied at a frequency that is both cost effective and NOT storage prohibitive for the Using Agencies. For the cold juice/drink dispensing system bases, the minimum (aggregated variety) order of these concentrates shall be 15 cases.

There are no additional fees for the electric dispensers that are paired with the cold beverage bases.

The bidder is responsible for providing technical specifications for the dispensing equipment offered. In addition, the bidder is responsible for providing the analytical information and nutritional information for their offered cold beverage bases, with their bid.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.
Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS: HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

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

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

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.
If, after bid opening but before contract award, a bidder discovers an error in its proposal, the bidder may make written request to the Supervisor of the Business Unit for authorization to withdraw its proposal from consideration for award. Evidence of the bidder’s good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder’s exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. Note: a PB-36 complaint form may be filed and forwarded to the Division’s Contract Compliance and Administration Unit (CCAU) for handling. A record of the complaint will also be maintained in the Division’s vendor performance file for evaluation of future bids submitted.

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

Bidder – A vendor submitting a bid proposal in response to this RFP.
Contract - This RFP, any addendum to this RFP, the bidder’s bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

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

AMS- Agricultural Marketing Service, part of the USDA.

A.R.O.- After Receipt of Order


Bacillus cereus- Food poisoning associated with diarrhea and vomiting toxins.

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

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

Chilled- Product (meat/milk/juice) having an internal temperature of greater than 28°F (-2.2°C) and is held under refrigerated storage temperatures which do not exceed 38°F.
**Clostridium botulinum**- Food borne botulism is a severe type of food poisoning that is heat liable. It bears a high mortality rate if not treated quickly. This organism is associated with inadequately processed canned/commercially processed foods.

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

**CID (Commercial Item Description)**- simplified product descriptions that concisely describe salient characteristics of commercial product. CIDs are official U.S. Government procurement documents. (08/08), Applicable CIDs are available on line at: [http://www.ams.usda.gov](http://www.ams.usda.gov).

**(U.S.) Consumer Product Safety Commission (CPSC)**- has jurisdiction over more than 15,000 kinds of consumer products used in and around the home, in sports, recreation and schools including: appliances, clothing, electronic/electrical, furniture, household, children's products, lighting/lighter, outdoor sports/exercise. The CDC has a website at: [http://www.cpsc.gov/](http://www.cpsc.gov/).

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

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

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

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

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

**Equivalent/equivalency**- Equal salient characteristics.

**FDA**- Food and Drug Administration information is available at: [http://www.fda.gov/default.htm](http://www.fda.gov/default.htm).


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

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

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

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

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

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

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

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

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

**Producer Price Index**- A family of indexes compiled by the Bureau of Labor Statistics. (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. This is an output price index. The PPI homepage is available at http://www.bls.gov/ppi. Posted “preliminary figures” will be used to project pricelist revisions at fixed intervals, (i.e., every six months, every 12 months, two months prior to the anniversary, etc., as provided within Section 3.0 of the RFP), for the contract term and any extensions thereof. A brief explanation of how to access this information follows:

*Current (08/08) DATA extraction:*

At the PPI homepage, scroll down to the tab (or click the link to jump down the page to): **FEATURED PPI DATABASES**

Choose the second row of links: Industry Data
Select the button (colored green) sub-heading One Screen Data Search

From the new screen that displays.
1. Select an Industry such as “*Flavoring Syrup and Concentrate Manufacturing*” - PCU 311930, as well as
2. Select one or more Products that are subcategories of the selected Industry, such as "*Liquid beverage bases not for use by soft drink bottlers*" PCU 1311930 311930 1". Your subcategory selection(s) will pool together the BLS data on file.

You can refine this data further by clicking at the arrow: More Formatting Options. ➤

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

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

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

**Sodium Guidelines**- As set by the FDA, as per 21 CFR § 101.61:
- Sodium Free – less than 5 milligrams of sodium per serving
- Very low-sodium – 35 milligrams or less per serving
Low-sodium – 140 milligrams or less per serving
Reduced sodium – usual sodium level for product is reduced by 25%
Unsalted, no salt added or without added salt – made without the salt that is normally added, but product still contains the sodium that is a natural part of the product itself.

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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The purpose of this contract is to provide liquid juice bases and liquid drink bases (bag-in-the-box or similar non-breakable, self-contained, food-grade containers that are recyclable) along with the cold dispensing equipment systems. The cost of the dispensing equipment is amortized and included in the cost of the bases purchased.

The cold dispensed juice/drink bases are to be part of a complete system that includes dispensers exclusively designed to handle the beverage base products.

All offerings for juices/drinks (liquid, cold beverage bases that are specified on the attached price lines) must be packed so that their cases and their packages are easily stored and stackable. The packages must allow for quick and clean refill of pristine product. The State is not interested in powder mix for this particular solicitation for cold beverage dispensing system.

3.1 CONTAINERIZED COLD JUICE/DRINK SYSTEM

3.1.1 JUICE AND ASSORTED COLD DRINK BASES/PRODUCTS
Price Lines 00001-00010 & 00011-00020

Using Agencies of the juice/drink dispenser systems will order, at minimum, 15 cases (aggregated varieties) of juice/drink bases per order. The dispensing equipment and the service of this equipment are provided at no additional charge. The only cost items are the juice/beverage bases.

The usage of the beverage bases is dependent upon several factors, including but not limited to, 1) the variety of beverage bases offered, 2) the population at the using agency, 3) cost of the beverage base(s), 4) palatability of beverage base(s), 5) the season/climate, 6) responsiveness of the contractor, 7) adjusted strength of base, and 7) dietary restrictions. Therefore, past usage of beverage bases is neither indicative nor a guarantee of the future usage of the beverage bases.

At this writing, for the cold beverage bases, approximately 2,855 cases were secured by the Northern facilities and approximately 744 cases were secured by the Southern facility since the inception of the current contract (Jan 07).

The cold beverage juice/drink product line shall be comprehensive and shall include a selection of 0%, trace, 10%, or 100% natural juices from concentrate. The State is not interested in powder mix for the cold beverage dispensing system. The product line must also include bases for ice tea, lemonade and fruit punch which are sweetened with 100% NutraSweet (aspartame), 100% Splenda (sucralose) or 100% Sunett (acesulfame potassium) as well as those which are sweetened with cane sugar. Drinks dispensed sweetened with sugar may, also be sweetened
with fructose corn sweetener, when necessary. However, the percent of concentrate within the
drink may not be degraded or altered by the addition of fructose corn sweetener. No other forms
of sweeteners are acceptable.

Pursuant to US FDA 21 CFR Part 120; juice processing facilities preparing the ingredients for the
bases/products for contract award must evaluate their manufacturing process utilizing Hazard
Analysis and Critical Control Point (HACCP) principles for juice processing (with a valid HACCP
plan in place) and must follow Sanitation Standard Operating Procedures (SSOPs).

3.1.2 TASTE TEST FOR JUICE AND COLD BEVERAGE BASES

At the State’s discretion, the State reserves the right to test, prior to award of contract(s) or during
the contract term. A taste and quality test may be conducted prior to award by the State; an
appropriate methodology such as lab testing will be used. When the actual equipment is set up at
a central location, there will be a quality test performed on the juice(s)/drink(s), if the State
determines to do so.

During the term of the contract, the State reserves the right to make any quality tests deemed
necessary to determine that the product(s) meet(s) or exceeds the requirements of the
specification. If product(s) fail(s) to do so, deliveries shall be rejected and determined to be
defective or substandard. All defective or substandard product shall be removed and replaced
within a period of time considered reasonable by the Director of the Division of Purchase and
Property. If said replacement is not made in a reasonable period of time, the Purchase Bureau
reserves the right to procure product elsewhere, charging increase(s) in price(s), if any, to the
defaulting contractor.

The State reserves the right to perform palatability testing of bid samples and products delivered.
A test panel is appointed by the Chief, DSS. Palatability testing will be supervised and conducted
by DSS’s Quality Assurance unit. The hedonic scale method of measuring food preferences will
be used. Testing shall be conducted in an impartial atmosphere with a panel not informed of the
brand names, bidders and manufacturers. In the event a product bid has been determined not to
comply with the bid specifications, that product shall not be eligible for contract award.

3.1.3 MINIMUM SHELF LIFE

All delivered beverage /bases/concentrates shall have a minimum shelf life of 120 days (product
containers and cases must be dated with an expiration date, thus permitting the reconstitution and
agency usage, within the minimum shelf life noted above). The shelf life is based on calculations
upon delivery of the containers to the respective Using Agency. In addition, the production date
and processing plant code needs to be indicated on each box or container.

3.1.4 ELECTRIC DISPENSING EQUIPMENT FOR COLD JUICES/BEVERAGES

Price Lines 00021-00023

Electric cold-beverage dispensing equipment must have refrigeration at the point of dispensing,
therefore eliminating warm juice or drink from being dispensed. Temperature at point of
dispensing must fall within the range of 33° - 39° degrees. Equipment pumping system must be
electrical, not carbon dioxide. Carbon dioxide containers are not acceptable and shall not be
used.

The Agency reserves the right to reject any and all bids based on incapability of the dispensing
units to meet the volume requirements at each facility. Two types of dispensers will be required:
A) One type for moderate volume users, and, B) One type for bulk, high volume users.
The moderate volume dispenser(s) shall have 4-valves and 6-valves and shall be capable of dispensing 4 or 6 different types of juice or drink respectively. Each facility may specify which equipment option(s) four-valve, six-valve and/or high volume units they require for their respective food service program(s). Each facility may specify the dimension maximums of the equipment in consideration of the placement of the dispensing units. The State has benchmarked the equipment requested in this RFP on 1) the dispensing equipment currently in use as well as 2a) the space limitations at the respective facilities; 2b) in light of their “blind-feeding” operations.

Schematics or manuals depicting the dimensions of each type of equipment, the airflow (space) allowance required, the length of both 1) the electrical cord and 2) hose for the water supply, along with the horizontal spacing between valves/spigots and the circumference of the valves/spigots must be submitted in order for a bid to be considered for a contract award. Failure to submit the schematics with your bid documents may preclude your bid proposal from an award.

The bidder is required to offer as many valve options as it has available due to the changing needs of the population, facilities, and their respective food service programs. However, if during the evaluation period, the State finds that the smallest moderate volume dispenser offered is not suitable in size or to the needs of the Using Agencies, this factor must be taken into account in making the award.

The high volume electric cold dispenser(s) shall be able to fill large beverage containers quickly. A rate of approximately 5-10 gallons per minute would be ideal. Fill rates of lesser speeds will be reviewed for consideration. However, dispense rates less than 3 ounces per second [480 ounces per minute] will not be considered. The high volume apparatus must be secure and hose/tubing cannot be excessive in length.

The dispensing equipment must have the ability to be adjusted for various strengths of base to water ratio- have easy-to-adjust brixing system controls.

The dispensers must have the ability to lock individual valves or entire dispensing station.

All dispensers must be manufactured in the U.S.A. and carry the (UL) seals of approval of Underwriter Laboratory, Inc. and the National Sanitation Foundation (NSF).

Preventative maintenance shall be performed on each dispenser by the contractor regularly once every month (28-30 days), and upon additional request by the Using Agency should such circumstance arise. Written notification, that such maintenance has been performed shall be provided to the Food Service Director of each using agency after every visit. The contractor will fully sanitize and sterilize the unit as part of the monthly preventative maintenance function. In all cases where a water filter is installed, the vendor will replace the water filter as part of the monthly maintenance.

The contractor shall repair, adjust and maintain dispensers on location at no charge to the State. If it is necessary to remove a dispenser, the contractor must supply similar replacement equipment to the using agency free of charge. All repair, maintenance and adjustment services must be in a timely manner, and within the time frames documented on the State bid. Repair service/contractor shall abide by all security requirements, including, but not limited to displaying photo-identification while on-site at all using agencies. Third party service is not acceptable.

State employees responsible for operating the electric dispensers shall be given a written instruction booklet and on-site training by the contractor on the correct care of the equipment upon installation. Additional periodic training will be scheduled on an as-needed basis during the term of this contract.
All cold beverage dispensing equipment malfunctions are to be fixed or the equipment replaced within 24 hours of contractor notification.

Electrical - volts – shall be - 115/60 Hz, 120/60 Hz or 220/50 Hz.

3.2 PACKAGING OBLIGATIONS FOR BASES; GENERAL

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

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

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

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

3.2.1 BEVERAGE BASES: CONTAINERIZED/PLASTIC BOTTLE AND BAG-IN-THE-BOX PACKAGING

The beverage base products shall be processed and packaged under modern and sanitary conditions commensurate with current good commercial practices. Packaging materials must be tear and puncture resistant. Recyclable packaging is requested, wherever possible.

*Juice/drink base/concentrate* is to be shipped in 3 or 5 gallon commercial food grade containers with a tamper evident seal intact.

3.2.2 JUICE/DRINK BASE CASES

The bases/concentrates must be packed in the United States of America at a commercial facility that is subject to the USDA - Department of Agriculture inspection and carry Kosher certification. Packages are to be shipped within shelf stable and stackable recyclable corrugated cardboard cases.

All bases shall be in a wholesome and sanitary condition at the time of delivery. The product shall be packed in a suitable pristine and sealed [non-leaking] package held within a corrugated box, or other recyclable case, sealed to prevent tampering. The product shall be maintained in shelf stable condition at the time of delivery.

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

Each shipping container shall be labeled legibly (in English) to show:
A) Name of product contained
B) Item number
C) NDC Format Number
D) Net weight
E) Plant number (manufacturer)
F) Name, address and date packed (month, day, year)
G) USDA, USDC, USFDA, PUIF or applicable grading/inspection markings.
H) **Expiration or “best by/use by” date clearly marked: Month-Day-Year**
I) Country of Origin Label is required.

**WEIGHT OF PACKAGES AT DELIVERY**

All weights referred to in purchase orders are the net weight.

**3.3 ELECTRIC DISPENSER INSTALLATION**

All electric dispensers must be installed, tested and made operational by the contractor. All installations are to be in compliance with State of New Jersey codes and any necessary permits are to be secured by the contractor at no additional charge to the State Using Agencies. Where applicable, all water pipe connections connected to the Using Agency’s potable supply, shall be sized, installed and maintained in accordance with prevailing State, Federal and Local Codes, whichever is most stringent.

The State may impose a transition period so that; a) the incumbent (dispenser) provider can remove their equipment and, b) the awardee(s) provide installation of suitable dispensers along with product bases. This transition period may be invoked to facilitate the start-up of the term contracts (awarded as a result of this solicitation) without a lapse in service. Under no circumstance(s) is the contractor to remove its equipment without the consent of the using agencies, so as to ensure uninterrupted cold dispensing services.

**3.3.1 ELECTRIC DISPENSING EQUIPMENT**

Each Using Agency will arrange for the direct delivery and installation of the electric dispensing equipment and peripherals for water hook-up, from the awarded contractor.

Delivery of product will be as needed and arranged by each of the Using Agencies. The juice or drink base shipments shall be delivered by the contractor F.O.B to each Using Agency as needed. Minimum delivery amounts shall be at the frequency required by the Using Agency, and as specified in Section 3.1.1 of this RFP. Minimum order amounts are an aggregate of varieties per delivery, per using agency. Shipments shall be of recently produced product which is manufactured in a way so that the product’s shelf life will not be diminished.

All chilled and shelf-stable products shall be in a wholesome and sanitary condition at the time of delivery. The product shall be packed in a container sealed to prevent tampering.

If the contractor fails to deliver by the specified date or is unable to give acceptable reasons for any delay, the Director reserves the right to cancel the delivery location where contractor has failed to deliver within the specified time and to purchase it elsewhere, charging the increase in price and cost of handling, if any, to the contractor.

In the event the contractor fails to meet the service requirements of the contract, the Using Agency may contract elsewhere for the necessary services. Any additional cost(s) incurred for service may be charged against the defaulting contractor.

**3.4 AGENCY TRAINING FOR THE ELECTRIC BEVERAGE DISPENSERS**
The contractor shall provide literature to the Using Agencies as well as on-site training at each State facility participating in the purchase of products born in these contracts. On-site training and associated literature will be limited to the daily upkeep/general troubleshooting of each electric dispenser unit’s operation.

### 3.5 AGENCY LOCATIONS FOR JUICE/DRINK COLD DISPENSING SYSTEM

The following is sample list illustrating State Using Agencies, who have a primary interest in the juice/drink cold dispensing system contract pending the award (and, if requested by the State, the testing of dispensers and beverage products):

<table>
<thead>
<tr>
<th>Location</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edna Mahan Correctional Facility</td>
<td>1112</td>
</tr>
<tr>
<td>Drawer E, Clinton, NJ 08809</td>
<td></td>
</tr>
<tr>
<td>(908) 735-7111 / Fax (908) 735-5246</td>
<td></td>
</tr>
<tr>
<td>Northern State Prison</td>
<td>2648</td>
</tr>
<tr>
<td>174 Frontage Av., Newark, NJ 07114</td>
<td></td>
</tr>
<tr>
<td>(201) 578-2036 Or 465-0068/Fax (201) 589-7454</td>
<td></td>
</tr>
<tr>
<td>Albert C. Wagner Correctional Facility</td>
<td>1331</td>
</tr>
<tr>
<td>PO Box 500; Bordentown, NJ 08505</td>
<td></td>
</tr>
<tr>
<td>(609) 298-0500 / Fax (609) 298-3639</td>
<td></td>
</tr>
</tbody>
</table>

The usage of the dispensing equipment is dependent upon several factors, including but not limited to, 1) the variety of dispensing equipment offered, [4-valve vrs. 6-valve], 2) the population at the using agency and their preferences for beverages, 3) cost of the beverage base(s), 4) palatability of beverage base(s), 5) the season/climate, 6) responsiveness of the contractor, and 7) dietary restrictions. Therefore, equipment needs from the past is neither indicative nor a guarantee of the number of dispensers nor models of the dispensers needed at the facility. However, generic information regarding the population at the facilities has been provided above.

### 3.6 DELIVERY DELAYS, GENERAL

If unforeseen circumstances beyond the control of the contractor result in a late or delayed delivery, it is the responsibility and obligation of the contractor to make the details known immediately to the designated Using Agencies. NOTE: Increases in shipment cost or fuel cost shall not constitute a circumstance in which delivery is delayed. If the contractor fails to deliver by the specified date or if the contractor fails to give acceptable reasons for any delay (thereby defaulting upon the terms of the contract), the Purchase Bureau reserves the right to cancel that portion of the contract, for which the contractor has failed to deliver within the specified time, and to purchase it elsewhere. All increases in price and cost of handling incurred, if any, may be charged against the defaulting contractor.

### 3.7 DELIVERY OF BEVERAGE BASES FOR ELECTRIC DISPENSING SYSTEMS

Delivery frequency shall be scheduled upon the arrangement between each Using Agency and the Contractor(s) that is/are contracted to supply product to as specified within the RFP text and on the Bidder’s Price Sheet. The delivery frequency shall be on the average, but not limited to, one delivery per week, one delivery bi-weekly or one delivery per month per facility. Delivery of beverage bases/juices/concentrates must be 7 days (A.R.O.) from receipt of order F.O.B. into the Using Agency storage area.
3.8 VENDORS’ TRANSPORT REQUIREMENTS

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

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

3.8.1 REFRIGERATION/TEMPERATURE CONTROL

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

Notwithstanding vendors awarded contracts consisting solely of non-perishable shelf stable groceries or equipment:

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

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

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

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

3.9 QUALITY CONTROL & CONTAMINANTS

The manufacturer and distributor of products shall be responsible for compliance with 21CFR Ch. 1 Part 100 General, 21CFR Ch. 1 Part 101 Food Labeling, 21CFR Ch. 1 Part 104 Nutritional quality guidelines, 21CFR Ch. 1 Part 105 Foods for special dietary use, 21CFR Ch. 1 Part 110 Current good manufacturing practices, 21CFR Ch. 1 Part 113 Thermally processed low-acid foods, 21CFR Ch. 1 Part 114 Acidic foods, 21CFR Ch. 1 Parts 120 regarding Hazard Analysis and Critical Control Point (HACCP) systems-quality controls, 21CFR Ch. 1 Part 123 Fish & fishery products, 21CFR Ch. 1 Part 130 Food standards: General, 21CFR Ch. 1 Part 165 Beverages,
21CFR Ch. 1 Part 170 through 21CFR Ch. 1 Part 189 Additives and ingredients; The Food and Drug Act of 1906, the Federal Food, Drug and Cosmetic Act [FD&C ACT] of 1938; the Food Additive Amendment of 1958 and Color Additive Amendments of 1960, the Orphan Drug Act of 1983; the Nutrition Labeling and Education Act (NLEA) of 1990; and all other applicable guidelines as determined by the USDA FDA/CFSAN (Center for Food Safety and Applied Nutrition), etc.

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

### 3.9.1 SOURCING OF RAW MATERIALS & INGREDIENTS

The State may require certification regarding the purity of nutrients, additives, ingredients, enrichments, raw materials or and/or components. The Director may require certification from the Contractor (a bona fide officer of the company) along with documentation that food-grade or safe-for-human levels have not been exceeded; therefore, the raw materials, ingredients, etc. used during the manufacture of the finished products, comply with U.S. federal guidelines, HAACP protocols, FDA approvals, etc., and that no industrial-grade ingredients, etc., were utilized in the products.

### 3.9.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION

When tested by appropriate methods of sampling and examination, the products:
- Shall be free from microorganisms in amounts which may represent a hazard to health;
- Shall be free from parasites which may represent a hazard to health; and
- Shall not contain any substance originating from microorganisms in amounts which may represent a hazard to health.

The contractor is required to immediately contact and advise the receiving agency(ies) of any, [and forward all ] national, state, or local Health Department, Food Safety and Inspection Service/USDA /FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide(d) for the term of the contract

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

The contractor is required to immediately contact and advise the receiving agency(ies) of any U.S. Consumer Product Safety Commission (CPSC), recalls

### 3.10 PROOF OF DELIVERY

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

### 3.11 PRICING CALCULATIONS AND ADJUSTMENTS FOR CONTRACT EXTENSIONS BEYOND THE TIMEFRAME OF THE INITIAL CONTRACT

**General** - All prices are FOB point of destination designated by ordering agencies and includes:
Dock delivery or delivery into the refrigeration units or dry storage areas of the facility, dependent upon the commodity. Delivery to any State agency includes the facilities provided in a sample list of participating agencies and is contained in Section 3.5 of the RFP Text.
**PPI Price Adjustment:** Pricing remains firm through contract term. In conjunction with a contract extension, application for PPI price adjustment may be made by the contractor, as prescribed in the RFP Text. Then for each increment specified (initial contract is 36 months, subsequently each request is for a 12 month extension), thereafter, the originally bid contract prices may be adjusted based on the specific PPI for that industry data (statistics) that the contractor bid upon for a given contract price line, Not Seasonally Adjusted; (Series ID: PCU#___) or, where a PCU series is unavailable, the more broad, commodity data (statistics) series may be substituted (Series ID: WPS#___, or WPU#___); as is published by the US Department of Labor, Bureau of Labor Statistics, Washington D.C. 20212 and electronically available at [http://www.bls.gov/ppi](http://www.bls.gov/ppi).

A Contractor that fails to make an application to request PPI adjustments for any increment, in a timely* manner, shall forfeit that increase until the next scheduled PPI adjustment. New pricing structures, reflecting the PPI adjustment(s) shall be implemented the 1st or 15th of the month.

*Application for PPI adjustment shall be made by the Contractor and received by the Purchase Bureau, no less than forty-five days prior to the implementation of the new pricing structure.

The first price adjustment, on the initial anniversary (the increment provided in the RFP text) is to be calculated by taking the most recent PPI value in effect, for the current year under consideration, and divide that value by the PPI value for the month and year at which the bid was initially submitted (a.k.a., the base month).

Henceforth, the “base” month and year to be used for all calculations shall be the month and year upon which the bid is initially submitted (for T1439, and S1439, the base month shall be December 2008).

The quotient from the division calculation shall be rounded to the second decimal place. Then the quotient shall be multiplied times the originally awarded bid price. The result of this multiplication calculation shall be rounded to two decimal places, reflecting the new unit price.

As such, for T1439 and S1439, should the Contractor(s) agree to an extension of the original contract term the State will permit contractor(s) to submit revised pricing, which will be reviewed by the State for applicability. The Contractor(s) may provide their revised pricing submission to the Purchase Bureau, which will be reviewed by the State to determine its applicability for each subsequent twelve month interval extended beyond the initial 36 month contract period. Price reductions shall be evaluated as well.

Unless and until otherwise authorized by the State of New Jersey, the contractor must continue to accept orders for the extension based on the manufacturer’s most recent approved (by the Director) net contract pricing or any reductions in pricing reflected by the PPI. Net pricing that reflect price increases above the US Government reported Producer Price Index- for that commodity (as detailed in the Producer Price Index Product Chart as found in Section 3.12 of this RFP below), with the base December 2008, shall not be authorized. *(Should there be a delay in the initial bid opening, please note that the base is relative to the anniversary of bid opening.)*

Revised pricing shall not exceed the calculated change (unadjusted-first published); from the base month of the last scheduled increase increment (initial bid date, 12 month extension, etc.)

Approved pricing revisions should take effect approximately forty-five days (on the 1st or 15th of the month) after the contractor submits their pricing revision. Approved new pricing for extension periods, should take effect for orders placed on or after the anniversary date of the initial contract, whichever is later.
(The pricing revision process is available to the Contractor for each twelve-month term of any contract extension, as long as the Contractor submits the proposed pricing revisions within the regularly spaced timeline.)

However, the contractor shall afford the State the benefit of price reductions during the term of the contract on any undelivered/subsequently delivered item during the contract period. Thus, as costs decrease for the contractor, the State shall receive the full benefit of the decrease(s) by way of (a) decrease(s) in pricing, as noted in the Standard Terms and Conditions.

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

An illustration of the initial price adjustment calculation is provided below:

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

FOR EXAMPLE a case (or each) as applicable and as denoted on price lines:

<table>
<thead>
<tr>
<th>Most recent index measurement at time of calculation</th>
<th>108.8 (P)-preliminary</th>
</tr>
</thead>
<tbody>
<tr>
<td>(divided by index at time base price was set)</td>
<td></td>
</tr>
<tr>
<td>PPI Base Month</td>
<td>107.6</td>
</tr>
<tr>
<td>(equals)</td>
<td></td>
</tr>
<tr>
<td>Difference/increase in PPI measurement (2 decimals)</td>
<td>001.01</td>
</tr>
<tr>
<td>(multiply by)</td>
<td></td>
</tr>
<tr>
<td>The Original Base Price/(Original price submitted)</td>
<td>$25.56 per case</td>
</tr>
<tr>
<td>(equals)</td>
<td></td>
</tr>
<tr>
<td>Adjusted price maximum to be submitted for review</td>
<td>$25.82 per case</td>
</tr>
<tr>
<td>(to the Purchase Bureau for approval).</td>
<td></td>
</tr>
</tbody>
</table>

*In dollars and/or cents only

**Subsequent Incremental PPI Price Adjustment(s):** As prescribed in the RFP Text (for additional incremental 12 month anniversary) and thereafter for the term of the contract and any extensions thereof, in consideration of each incremental anniversary, if requested by the contractor or the State, the bid contract pricing may be incrementally adjusted based on the applicable/qualified PPI. The “base” month and year to be used for all calculations shall remain the month and year upon which the bid is initially submitted. The incremental price adjustment(s) is/are to be calculated by taking the most recent PPI value in effect, and divide that value by the PPI value for the month and year at which the bid was initially submitted (a.k.a., the base month) to obtain the quotient in the same manner as the initial adjustment. The contractor is only entitled to the difference between the percent of the increase applicable to the initial anniversary and the current quotient calculated.

For example, second incremental anniversary:

FOR EXAMPLE a case (or each) as applicable and as denoted on price lines:

<table>
<thead>
<tr>
<th>Most recent index measurement at time of calculation</th>
<th>110.8 (P)-preliminary</th>
</tr>
</thead>
<tbody>
<tr>
<td>(divided by index at time base price was set)</td>
<td></td>
</tr>
<tr>
<td>PPI Base Month</td>
<td>107.6</td>
</tr>
<tr>
<td>(equals)</td>
<td></td>
</tr>
<tr>
<td>Difference/increase in PPI measurement (2 decimals)</td>
<td>1.0297</td>
</tr>
<tr>
<td>(multiply by)</td>
<td></td>
</tr>
</tbody>
</table>
The Original Base Price/(Original price submitted) $25.82 per case

(equals) _______________________________

Adjusted price maximum to be submitted for review $26.59 per case

(to the Purchase Bureau for approval).

*In dollars and/or cents only

Or $0.77 per case above the value of the previous adjustment calculation

**Change In Index** - If mutually agreed between the State and the contractor, different index(es) or publication(s) may be used during the contract period and the formula would be adjusted accordingly if required. If the base year for the index changes, a change may be made in the formula if needed. In addition, if mutually agreeable between the State and the contractor, the schedule of dates may be changed.

**Lower Pricing** - The State reserves the right to negotiate lower pricing, or to advertise for bids, whichever is found to be in the State’s best interest as determined by the Director of the Division of Purchase and Property or in the event of a significant decrease in market price of any product listed. In addition, if the contractor’s normal pricing to the public or to the trade in general is less than the net/contract pricing with the application of a contract discount, etc., then the normal pricing to the public or to the trade in general shall also be granted to contract participants.

**Impracticable Price Structure** - Should the price structure utilized by the parties become impracticable, detrimental or injurious to the State and/or Contractor or result in prices which are not truly reflective of current market conditions, and the price is deemed unreasonable or excessive by the Director and no adjustment in price is mutually agreeable, the Director of the Division of Purchase and Property reserves the sole right, upon applicable written notice to the contractor, to terminate any contract resulting from this bid opening.

If the contractor is unable or unwilling to meet contractual requirements in whole or in part based on an impracticable pricing structure, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the Purchase Bureau. Such notification shall not relieve the contractor of its responsibilities under the contract. The State reserves the right to implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor’s business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources.

**3.12 PRODUCER PRICE INDEX: PRODUCT CHART**

<table>
<thead>
<tr>
<th>PPI Industry Data Series ID</th>
<th>PPI Products</th>
</tr>
</thead>
<tbody>
<tr>
<td>PCU 311421 311421 J</td>
<td>Canned fruit juices, nectars and concentrates</td>
</tr>
<tr>
<td>PCU 311930 311930 1</td>
<td>Liquid beverage bases not for use by soft drink bottlers</td>
</tr>
</tbody>
</table>

**4.0 BID PROPOSAL PREPARATION AND SUBMISSION**

**4.1 GENERAL**

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP’s signatory page, in preparing and submitting its bid proposal.
Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid’s content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. The exterior of all bid proposal packages are to be labeled with the bid identification number and the final bid opening date or risk not being received in time.

4.3 NUMBER OF BID PROPOSAL COPIES

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

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.

4.4.4 SUBMITTALS

The bidder must provide coffee concentrate information and the make and model of equipment offered on spaces provided on the bid price lines attached to this RFP and submit literature containing specifications and electrical requirements for same. In the event a bidder provides coffee concentrate information and the equipment make and/or model and does not provide the
literature, or provides the literature and does not provide the coffee concentrate information and/or equipment make and model being offered, the state reserves the right to acquire all information necessary to perform an evaluation after the bid opening. However, bid proposals received where the bidder fails to provide coffee concentrate information, equipment make or model and literature for same, the bid proposal will be rejected (no exceptions). Again, literature must contain specifications that will allow the state to verify information submitted by the bidder.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.

4.4.4.2 SAMPLES/SAMPLE TESTING

When requested, the samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for pricing lines 00001-00010 & 00011-00020 for evaluation and testing purposes are to be made available at no charge and delivered to Distribution and Support Services (DSS), at the bidder's expense. The bidder must, within seven (7) working days following a request from the State, submit bid samples to the DSS. Bid samples will not be returned. The DSS will conduct laboratory tests to assure that the bid samples for pricing lines 00001-00010 & 00011-00020 conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP for pricing lines 00001-00010 & 00011-00020. The testing results of the State are final.

4.4.4.3 PALATABILITY TESTING

The State reserves the right to perform palatability testing of bid for pricing lines 00001-00010 & 00011-00020 and products delivered. A test panel is appointed by the Chief, DSS. Palatability testing will be supervised and conducted by DSS's Quality Assurance Unit. The Hedonic Scale Method of measuring food preferences will be used. Testing shall be conducted in an impartial atmosphere with a panel not informed of the brand names, vendors and manufacturers until the award recommendation is approved by the Director. In the event a product bid has been determined not to comply with the bid proposal specifications, that product shall not be eligible for contract award. During the term of the contract, the State reserves the right to perform any tests necessary to assure that the products delivered maintain conformance to this RFP and that their quality and palatability have not diminished or altered subsequent to contract award. Product deemed non-conforming with this RFP and the contract award will be removed from the Using Agency(ies) at the vendor's expense.

All samples will be delivered to:

State of New Jersey
Distribution and Support Services
1620 Stuyvesant Ave.
West Trenton, NJ 08625

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.6 PRICING

Each bidder is required to hold its prices firm for a period of 60 days. Every effort will be made to award the contract prior to the time period set forth above.

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

4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

1. Price Lines 00001-00010 represent various specified bases/juices for the Juice & Drink Cold Beverage grouping; The cold beverage bases bid should include those varieties used in the consumption model which is an abbreviated representation of the suggested varieties that have been denoted on the first ten price lines;

2. Price Lines 00011-00020 represent the bidder’s additional flavor offerings of suitable bases/juices for the Juice & Drink Cold Beverage grouping;

3. Price Lines 00021-00023 represent the NO COST dispensing equipment. Please provide the information requested in the price line description boxes; (additional technical information is to be acquired by the Purchase Bureau through the literature and schematics that the bidder provides; preferably with the bid submission). The cold dispensing equipment must be paired (no charge) with the juice/drink bases.

4. Price Lines 00024 & 00025 are for Purchase Bureau use only. No bids are requested for these price lines. No awards will be granted for these price lines.

NOTE: For each price line bid for juice/cold beverage bases, the bidder shall provide the information requested; [brand, product code, manufacturer, brix, % concentrate, sweetening agent, volume of base (in ounces) in each bag-in-the-box container, the number of bag-in-the-box containers per case, and the total yield per case in ounces] on the spaces provided for this information.

Please refer to the price sheets for descriptions regarding the percentages of the juice concentrates, the brix and the ratio of water to drink base; examples are pictured below:
For instance, the Grape Drink, displayed as price line 00001 above, is made of 0% concentrates when dispensed at a ratio of 7 parts water to 1 part base.

The iced tea, displayed as price line 00007 below, is dispensed at a ratio of 5 parts water to 1 part base with the finished brix level at trace since this is a sucralose sweetened product.

**For the electric dispensing systems**- The contract awards shall be made Statewide for electric cold beverages-juice/drink system (includes equipment & bases). The Contract Award shall be made to one vendor whose offerings, conforming to the RFP, will be most advantageous to the State, price and other factors considered.

The bidder must bid according to the base varieties indicated (in the package size/style requested) and the equipment sizes (moderate and high volume) indicated on the pricing sheets and in Section 3.0 et al. of this RFP. The bidder must supply all the information requested related to the dispenser equipment. Failure to bid the range of varieties indicated on price lines 00001-00010 (in the requested product packaging) or failure to supply the dispenser information requested and alternative flavors that the bidder stocks (on the price sheet for the cold beverage dispensing equipment), may result in the rejection of the bid proposal for that dispensing system and affiliated bases.

**A) Juice/Drink dispensing system**- The bidder shall provide pricing from their full line of juice/beverage bases. The State is seeking a range of cold beverage bases. The State has requested common flavors for price lines 00001-00010 on the price sheet and has provided price lines 00011-00020 for the bidder to propose additional cold beverage base flavors; for statewide delivery. The bidder shall bid those bases that they stock. The bidder that stocks all the varieties listed should bid all varieties of the bases. The bidder that stocks most of the varieties of the bases requested should bid all those varieties they stock. The failure to provide pricing for any one or more of the juice/beverage base varieties, that the State has
specified in its consumption model (used to evaluate and determine the award) may result in rejection of the bid proposal for the cold beverage dispensing system and affiliated bases. For the juice and drink bases, a market basket computation of the product/bases will be used to determine the product prices that are advantageous to the State. The consumption model will be made available after the appointed time of the bid opening. Pricing for evaluation purposes will be made on the lowest cost per ounce per yield of product when necessary.

The bidder shall provide the dispenser equipment information requested in the space provided on the price sheet for lines 00021-00023. In addition, the bidder shall provide technical information only for the dispensers that are to be paired with the juice/drink beverage bases described in the grouping. Dispensing equipment and equipment servicing are NO COST items.

All other price lines (Price Lines 00024 and 00025) are for internal administrative purposes: these are commodity codes for similar commodities and are for Purchase Bureau use only. No bid prices are required for these lines. No contract awards will be issued for these lines.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of 3 years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2), one-year periods, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

5.3 CONTRACT TRANSITION

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

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

5.5 CONTRACTOR’S WARRANTY

a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.

b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

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

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

All invoices, delivery slips, and bills of lading, issued by the contractor under contract(s) resulting from this RFP, shall reflect only those specific items contracted. Non-contracted items shall not be invoiced nor billed with contracted items.

5.6 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.7 MANUFACTURING/PACKAGING REQUIREMENTS
5.7.1 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws whichever is more stringent.

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

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

5.8 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.

5.9 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/09x20689.shtml, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

6.0 PROPOSAL EVALUATION
6.1 EVALUATION CRITERIA

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

6.1.1 Price, as specified in dollars and/or cents:
For the juice/drink cold beverage systems, price is calculated based upon: price per case of the shelf-stable concentrates divided by the total yield (in ounces) of finished product, using a consumption model- to compare varieties and calculate the cost of the market basket. The consumption model will be made available at the bid opening.

6.1.2 Experience of the bidder.

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

6.1.4 If during the evaluation period, the State finds that the smallest of the moderate-volume dispenser offered is not suitable in size or to the needs of the Using Agencies, this factor will be taken into account in making the award.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

Prior to contract award and with the exception of scheduling a review of submitted bids, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal with the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD
Contract awards shall be made to one bidder for the cold beverage dispensing system basis, with reasonable promptness by written notice to the responsible bidder, whose bid proposal, conforming to this RFP, are most advantageous to the State, price, and other factors considered.

Price lines 00024 and 00025 require no bid and are for administrative purposes. Therefore, no award will be issued for these two lines.

Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager’s name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.
November 7, 2008

To: All Interested Bidders

Re: RFP #: 09-X-20689
   Foods: Electric Beverage Dispensers
   Includes Juice & Drink Bases

Bid Due Date: December 4, 2008 (2:00 p.m.)

ADDENDUM #01

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

Part 1: Additions, deletions, clarifications and modifications to the RFP

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

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

PART 1
Additions, Deletions, Clarifications and Modifications to the RFP

IMPORTANT NOTICE

NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:

   - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement
Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;

- Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and

- Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.

2. Reportable contributions (those over $300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed on or after November 15, 2008.

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the attached Certification of Compliance with Executive Order No. 117.
Certification on Behalf of A Company, Partnership or Organization and All Individuals
Whose Contributions are Attributable to the Entity
Pursuant to Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

a) Any candidate committee and/or election fund of the Governor;

b) A State political party committee;

c) A legislative leadership committee;

d) A county political party committee; or

e) A municipal political party committee.

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

_______________________________________________________

Signed: ___________________________ Title: ___________________________

Print Name: ___________________________ Date: ___________________________

(circle one) (A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

*Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.
Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

   a) Any candidate committee and/or election fund of the Governor;

   b) A State political party committee;

   c) A legislative leadership committee;

   d) A county political party committee; or

   e) A municipal political party committee.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: ___________________________

Print Name: _________________________ Date: _________________________
November 13, 2008

To: All Interested Bidders

Re: RFP #: 09-X-20689
Foods: Electric Beverage Dispensers
Includes Juice & Drink Bases

Bid Due Date: **December 4, 2008** (2:00 p.m.)

ADDENDUM #02

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

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

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

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

**PART 1**

**RFP #: 09-X-20689**
Foods: Electric Beverage Dispensers
Includes Juice & Drink Bases

**Answers to Questions**

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

<table>
<thead>
<tr>
<th>#</th>
<th>Page #</th>
<th>RFP Section Reference</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>17</td>
<td>Excerpt from RFP Text Section: 3.5 AGENCY LOCATIONS FOR JUICE/DRINK COLD DISPENSING SYSTEM</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Location</th>
<th>Population</th>
</tr>
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<tbody>
<tr>
<td>Edna Mahan Correctional Facility</td>
<td>1112</td>
</tr>
<tr>
<td>Drawer E, Clinton, NJ 08809 (908) 735-7111 / Fax (908) 735-5246</td>
<td></td>
</tr>
<tr>
<td>Northern State Prison</td>
<td>2648</td>
</tr>
<tr>
<td>174 Frontage Av., Newark, NJ 07114 (201) 578-2036 Or 465-0068 (201) 589-7454</td>
<td></td>
</tr>
<tr>
<td>Albert C. Wagner Correctional Facility</td>
<td>1331</td>
</tr>
<tr>
<td>PO Box 350; Bordentown, NJ 08505 (609) 298-0500 / Fax (609) 298-3639</td>
<td></td>
</tr>
</tbody>
</table>
The usage of the dispensing equipment is dependent upon several factors, including but not limited to, 1) the variety of dispensing equipment offered, [4-valve vrs. 6-valve], 2) the population at the using agency and their preferences for beverages, 3) cost of the beverage base(s), 4) palatability of beverage base(s), 5) the season/climate, 6) responsiveness of the contractor, and 7) dietary restrictions. Therefore, equipment needs from the past is neither indicative nor a guarantee of the number of dispensers nor models of the dispensers needed at the facility. However, generic information regarding the population at the facilities has been provided above.

PART 2

RFP #: 09-X-20689
Foods: Electric Beverage Dispensers
Includes Juice & Drink Bases

Additions, Deletions, Clarifications and Modifications to the RFP

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<tr>
<th>#</th>
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<th>Additions, Deletions, Clarifications and Modifications</th>
</tr>
</thead>
</table>
| 1 | 1-5   | As per RFP PRICE SHEET Price Line descriptions: And | Clarification:
Since the bidders’ ratios (reconstitution rates) may vary dependent upon the ingredients in the fruit flavored drink bases and because the juice base concentrates may have slight variations, the reconstitution ratios denoted are the suggested/estimated reconstitution rates. The descriptive language specifying the reconstitution ratios shall be deleted from the price line descriptions.

Deletions noted in red:
Price Line 00001: Product must have a 7+1 ratio
Price Line 00002: Product must have a 5+1 ratio
Price Line 00003: Product must have a 7+1 ratio
Price Line 00004: Product should have a mix 5+1
Price Line 00005: This product to have a mix ratio of 5+1
Price Line 00006: Product must have a 4+1 ratio
Price Line 00007: Product must have a 4+1 ratio
Price Line 00008: Product must have a 4+1 ratio
Price Line 00009: Product must have a 3+1 ratio
Price Line 00010: Product must have a 4+1 ratio

For instance, the Grape Drink, displayed as price line 00001, is made of 0% concentrates when dispensed at a ratio of 7 parts water to 1 part base.

The iced tea, displayed as price line 00007, is dispensed at a ratio of 5 parts water to 1 part base with the finished brix level at trace since this is a sucralose sweetened product.
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</tr>
</thead>
</table>
| 2 | 25 | As per RFP Text Section 4.4.4 Submittals | **Deletions are as noted in red:**
The bidder must provide coffee concentrate information and the make and model of equipment offered on spaces provided on the bid price lines attached to this RFP and submit literature containing specifications and electrical requirements for same. In the event a bidder provides coffee concentrate information and the equipment make and/or model and does not provide the literature, or provides the literature and does not provide the coffee concentrate information and/or equipment make and model being offered, the state reserves the right to acquire all information necessary to perform an evaluation after the bid opening. However, bid proposals received where the bidder fails to provide coffee concentrate information, equipment make or model and literature for same, the bid proposal will be rejected (no exceptions). Again, literature must contain specifications that will allow the state to verify information submitted by the bidder.

**Additions are as noted in blue:**
The bidder must provide juice and fruit flavored drink base information and the make and model of equipment offered on spaces provided on the bid price lines attached to this RFP and submit literature containing specifications and electrical requirements for same. In the event a bidder provides juice and fruit flavored drink base information and the equipment make and/or model and does not provide the literature, or provides the literature and does not provide the juice and fruit flavored drink base information and/or equipment make and model being offered, the state reserves the right to acquire all information necessary to perform an evaluation after the bid opening. However, bid proposals received where the bidder fails to provide juice and fruit flavored drink base information, equipment make or model and literature for same, the bid proposal will be rejected (no exceptions). Again, literature must contain specifications that will allow the state to verify information submitted by the bidder.

In addition, whereas the State is seeking Kosher certified fruit flavored drink bases and juice bases, the bidder should submit (within their respective bid packet) a copy of their Kosher certification for all products offered in their bid. The state reserves the right to acquire all information necessary to perform an evaluation after the bid opening. During the evaluation of the bid, the bidder must, within seven (7) working days following a request from the State, submit their Kosher certification to the Division of Purchase and Property. During the contract period, the awarded contractor must, within seven (7) working days following a request from the State, submit their revised/current Kosher certification to the Division of Purchase and Property.