

Request for Proposal 10-X-20745

For: FOODS: Bread Items, Fresh, Frozen, and Gluten-Free; Delivered
(Rebid) *North & Central Counties*

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	09/14/09	5:00 PM
Mandatory/Optional Pre-bid Conference	N/A	N/A
Mandatory/Optional Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	09/30/09	2:00 PM

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

Small Business Set-Aside	Status	Category
	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Partial Contract	<input type="checkbox"/> III
	<input type="checkbox"/> Subcontracting Only	

RFP Issued By

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

Using Agency/Agencies

State of New Jersey
Various State Agencies
Cooperative Purchasing Members

Date: 09/01/09

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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 Using Agencies and the Cooperative Purchasing Members, statewide. The purpose of this RFP is to solicit bid proposals for Breads, Fresh, Frozen, and Gluten-Free; Delivered- initially for 4 months (thereafter it can be placed into the same procurement cycle as the sister term contract bid under RFP 10-X-20128).

The intent of this RFP is to award contracts for 1) non-frozen fresh bread with delivery within counties North of I-195; 2) frozen pre-baked bread for delivery to each county statewide; and 3) frozen pre-baked gluten-free bread items for delivery to each county statewide. Contracts awarded will be for on-site delivery to state using agencies/facilities to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

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

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

1.2 BACKGROUND

This is a revised and restructured procurement of the FOODS: Breads, Fresh Baked, Various, Delivery By Counties; 6 Months term contract, presently due to expire on 10/31/09 consolidated together with the FOODS: Breads, Pre-Baked Frozen, Various Types, Delivery By Counties; 1 Yr-Tied To The PPI term contract, also due to expire on 10/31/09. Bidders interested in these current contract specifications and pricing information may review the current contract (Enter T# 0001; and S#0001) at <http://www.state.nj.us/treasury/purchase/contracts.htm>. **NOTE: This is the first time that the State is soliciting for gluten-free products.**

The table below depicts a rough estimate of the readily available usage data for the items (loaves of fresh bread, dozens of rolls or bagels, packages of buns, etc.) most purchased by state agencies only. Usage will vary dependent upon menus, dietary needs, program budgets, and the residential population and demographics. Therefore past usage is not a predictor of future usage.

Fresh bread USAGES for Northern Counties

Hudson, Sussex, Union, Warren (State Only), Bergen, Essex Morris and Passaic Counties

Fresh Bread USAGES for the Central Counties north of I-195

Hunterdon, Mercer, Middlesex, Monmouth and Somerset Counties

North Counties- 1 mos average		Central Counties- 1 mos average	
wheat sandwich-loaf	2,267	white sandwich-loaf	990
white sandwich-loaf	1,088	burger bun-pkg	937
burger bun-pkg	1,054	hot dog buns-pkg	729
hot dog buns-pkg	1,020	wheat sandwich-loaf	692
split top rolls-16 ct pkg	956	club roll-dozen	612
club roll-dozen	886	small kaiser-16 ct	417
Ital Bread, sl -loaf	546	french baguette	283
french baguette	350	Eng Muffins-pkg	253
kaiser-dozen	170	kaiser-dozen	210
Rye Bread-loaf	167	Bagel, plain loose-dozen	206
mini bagels-dozen	162	small club roll-dozen	185
Eng Muffins-pkg	146	Ital Bread, sl	158
Raisin Bread-loaf	99	Rye Bread-loaf	154
wheat indiv sl, wrap 100ct	71	Raisin Bread-loaf	127
wheat burgers-pkg	70	Pita, 6"-pkg	105
Pita, 6"-pkg	64	texas toast-loaf	64
assrt bagels-dozen	59	wheat burgers-pkg	46
Rye indiv sl, wrap 100ct	32	dinner rolls-dozen	29
Bagel, plain loose-dozen	30	wheat Eng Muffins 12 pk	14
small kaiser-dozen	23	split top rolls-16 ct pkg	13
dinner rolls-dozen	17	wheat club small-dozen	7

Central Counties-- predominantly Menlo Park Veterans Home:

Bread crumbs lbs: 26 lbs per month on average

The table below depicts the amount of frozen pre-baked bread items purchased the last year by state agencies only. Usage will vary dependent upon menus, dietary needs, program budgets, and the residential population and demographics. Therefore past usage is not a predictor of future usage.

Item Description	Annual cases	Item Description	Annual cases
Burger Buns, white	909	Frank roll, NE	101
Wheat bread, sl-24oz	587	Rye, sl	85
Kaiser roll	555	White bread, sl-24oz	82
Dinner Rolls	528	Steak Roll	68
Ital Bread, whole	408	White bread, sl-42oz	58
White sub-6", sl	340	6" Pita	56
Ital Bread, sl	326	Frank roll, 6"	49
Bagel, Plain sl	284	Cinn Raisin bread, sl	25
English Muffins	277	Golden Flake roll	20
Dog Buns, hearth style	218	Wheat sub roll, 6.5"	13
Wheat bread, sl-42oz	105	Burger Buns, wheat	10

NOTE: This is the first time that the State is soliciting for gluten-free products. Therefore, there is no State Agency history on gluten-free items.

1.2.1 NOTABLE CHANGES

Items of emphasis for this RFP, listed in no particular order:

The fresh bread contract for Counties South of I-195 was awarded via RFP 10-X-20128 NO ADDITIONAL FRESH BREAD CONTRACTS WILL BE AWARDED FOR THE SOUTH (Atlantic, Camden, Cape May, Cumberland, Gloucester and Salem Counties).

Therefore, only the frozen pre-baked and gluten-free frozen pre-baked products are under consideration for award(s) in the southern counties.

- 1) A nutritional information table is required to be submitted (with the price sheets) which:
 - a) lists the items bid in price line order,
 - b) is limited to only those items specified on the price lines, and
 - c) describes the salient and nutritional characteristics for each price line item bid.

A sample of the nutritional information table is attached to this RFP as Appendix A-4.4.3.

- 2) In addition, the bidder must list the county(ies) within which they shall provide the items bid:
 - a) on price line #00111, as well as
 - b) in the header of Appendix A-4.4.3.

- 3) Price lines are grouped by bread item similarity and type of bakery product:
 - A. Grouping A= Breads, sliced loaves:
 - Fresh 00001-00008- per loaf package
 - Frozen 00009-00015- per case of loaves
 - B. Grouping B= Buns, sliced:
 - Fresh 00016-00019- per package

- Frozen 00020-00023- per case of packages
- C. Grouping C= Rolls: round, unsliced dinner/ sliced sandwich; weight per roll as specified
Fresh 00024-00032- per dozen
Frozen 00033-00042- per case of packages
- D. Grouping D= Sandwich Rolls, long, sliced sandwich; weight per roll as specified
Fresh 00043-00046- per dozen
Frozen 00047-00050- per case of packages
- E. Grouping E= Bastone/Baguette Loaves, unsliced
Fresh 00051-00054- each unsliced loaf
Frozen 00055-00058- per case of unsliced loaves
- F. Grouping F= Pitas, @ 6" diameter
Fresh 00059-00060- per package
Frozen 00061-00062- per case of packages
- G. Grouping G= Bagels, sliced in Plain, Cinnamon-Raisin, Flavored/Seeded (NTE 3 oz ea), as well as mini-bagels (NTE 2 oz ea) are requested-if produced by the bakery
Fresh 00063-00068- per dozen
Frozen 00069-00074- per case of packages
- H. Grouping H=English Muffins, split
Fresh 00075-00076- per package
Frozen 00077-00078- per case of packages
- I. Grouping I= Tortilla, flour, NTE 6" diameter
Fresh 00079-00080- per package
Frozen 00081-00082- per case of packages
- J. Grouping J= Single Serving bread items that are limited to pre-wrapped sliced bread, mini-bagels and rolls only. Sweets are not included in this RFP and will not be awarded.
Fresh 00083-00092- per box of single serve product
Frozen 00093-00103- per case of single serve product
- K. Grouping K= Bread crumbs and/or cubed bread in bulk packages for food service
Fresh 00104 & 00105- per bulk package
Dry 00106- per bulk package
- L. Grouping L= Gluten-free Breads, Sandwich Buns and English Muffins-sliced
Frozen Only 00107-00110- per case of packages
- M. Grouping M: Line 00111=is an informational line that the bidder must complete regarding their delivery area (by county(ies))

4) All items included in this RFP are **fully pre-baked**.

5) **New** to the bakery items solicited are the **gluten-free** bread items.

6) **New to the process of bid submissions:** the Purchase Bureau has initiated its **eBID** process for bidders to utilize- see Section 1.3.4 of this RFP below for additional information.

Please read this revised RFP including, but not limited to Section 1.3.3, Section 3.0 in its entirety, Section 4.4.3, Section 4.4.7, Section 6.2, Section 6.4 and the Appendices.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will electronically accept questions and inquiries from all potential bidders via the web at <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 must not 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 RFP Section 1.4.1 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 are available on the web at <http://www.state.nj.us/treasury/purchase/directions.htm>.

Note: Bidders using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Purchase Bureau.

Procedural inquiries concerning 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>.

1.3.3 ELECTRONIC BIDDING (EBID)

The Division is pleased to announce its electronic procurement modernization process. This RFP provides to the bidder the opportunity to electronically submit its bid proposal. A new electronic bidding – “eBid” – application is being made available to vendors to promote an easier, more efficient method to submit bid proposals. The State thanks the bidder in advance for its anticipated participation.

Instructor-led and online training sessions are available, as explained below. In the next several months, the Division will be moving to eBid-only submissions, i.e., paper proposals will no longer be accepted by the Division. It is strongly recommended that all bidders attend an instructor-led training session prior to the scheduled bid opening date and at least once before attempting to submit an eBid. It will be the bidder’s responsibility to ensure that the eBid has been properly submitted.

IMPORTANT NOTE: Bidders who wish to submit eBid must be pre-registered for a Business Registration Certificate from the NJ Department of Revenue. The bidder is required to have the Contractor’s Certification number located on the Division of Revenue certificate in order to electronically submit a bid. This certificate may be obtained by visiting the following website: <http://www.state.nj.us/treasury/revenue/busreqcert.htm>.

Instructor-Led Training Sessions:

The Division will be conducting instructor-led eBid training sessions. The purpose of the instructor-led eBid training is to provide an opportunity to walk bidders through the electronic bid process. Division staff will be available to provide a step-by-step demonstration during the training session on how to navigate in the new eBid website. The bidder is strongly encouraged to attend an instructor-led training session.

Instructor-led eBid training sessions will be held every Wednesday, 10:30 AM ET, at the following location:

Department of the Treasury
Division of Purchase and Property
Purchase Bureau
33 West State Street-9th Floor Bid Room
Trenton, NJ 08625-0230

Directions to the Division are available at <http://www.state.nj.us/treasury/purchase/directions.htm>

On-line Training Sessions:

If the bidder cannot attend an instructor-led training session, online training for the eBid process is available on the web at <http://www.state.nj.us/treasury/purchase/index.shtml>.

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, THE BIDDER MUST SELECT THE BID NUMBER ON THE WEB PAGE AT <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

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.** In the event of any challenge to the bidder's designation of confidential/proprietary materials, the bidder shall be solely responsible for defending its designation and the State shall have no responsibility therefor.

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 after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 BID OPENING

On the date and time bid proposals are due under the RFP, all information concerning the bid proposals submitted may be publicly announced and those bid proposals, except for information appropriately designated as confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the bidders submitting bid proposals will be announced and the contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION

Bid prices, submitted manually by mail or carrier, 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.

1.4.7 BID ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Bid Errors," a bidder may withdraw its bid as described below.

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 Bid Review 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 Audit

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, Bid Review 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 (5) 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.

1.4.8 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions 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.

eBid – Bid submitted electronically through the Purchase Bureau web portal. The eBid **SUBMIT** button stays inactive until 12-hours after the bidders' conference. During the eBid process, the bidder must use their FEIN (Federal Employee Identification Number) that corresponds to their respective Business Registration Certificate (BRC). In addition, the first enrollee for the vendor account becomes the account administrator and has the final sign-off privileges. Once the bid is a) completed and b) submitted into the electronic lock box, the **SUBMIT** button on the eBID web site changes into a **WITHDRAWAL** button. Bid documents may be withdrawn (i.e.: for corrections or changes) completed and re-submitted up until the appointed time for bid receipt. NOTE: Completing the bid and submitting the bid are two separate actions. You must use your PIN to finalize your submission (and to finalize each and every re-submission(s)/correction(s) thereof).

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.

PIN - Personal Identification Number. A PIN is a set of numbers that is used in combination with your FEIN and name to identify you as someone who has the right to access your own company/ personal information at the eBID portal on the Purchase Bureau Bidding Opportunities Web site. Your PIN acts as the electronic signature authorizing the bid submission and the bid contents.

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

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work, as set forth in Sections 8.1, 8.1.1 and 8.1.2.

Subcontractor – An entity having an arrangement with a State contractor, where the State contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the contractor.

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

ASTM- American Society for Testing and Materials standards available at: www.astm.org.

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.

Biological Contaminants- are or were living organisms, including, but not limited to: bacteria, molds, mildew, viruses, animal dander and cat saliva, house dust, mites, cockroaches, and pollen.

Caryopsis- the starchy endosperm, germ and bran anatomical components of the grain.

Cereal Grains- May include amaranth, barley, buckwheat, bulgar, corn, millet, quinoa, rice, rye, sorghum, teff, triticale, wheat, and wild rice.

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

CID (Commercial Item Description)- simplified product descriptions that concisely describe salient characteristics of commercial product. CIDs are official U.S. Government procurement documents. Applicable CIDs are available on line at: <http://www.ams.usda.gov>. (5/4/09).

Once at this Home page look for the column on the left side of the web page **Search AMS**. Type the word BREAD and the CID for bread will be one of the links sorted into in the pooled selection.

This query should bring you results for numerous CIDS (i.e., bakery/cereal based goods <http://www.ams.usda.gov/AMSV1.0/ams.fetchTemplateData.do?template=TemplateR&page=FQASCIDListingBakery&description=Bakery+and+Cereal+Products+CIDs>).

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.

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.

Day- old bread- These not-previously-frozen bread items are more than 24 hours old and shall not be delivered to the using agencies or cooperative members. These bread items are legitimately “day-old.” Day old bread items have depreciated in shelf life and full price shall not be charged for these items. Fresh Bread items lose their value the longer it is packaged and on the shelf. Industry practice is to pull bread from the market after **three days**. Old bread is sold at steep discounts from in-house discount racks or at thrift stores.

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

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

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

Fat Guidelines- As set by the FDA,

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

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

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

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

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

FGIS- Federal Grain Inspection Service information is available at: <http://www.gipsa.usda.gov>.

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.

Force Majeure- extraordinary event or circumstance beyond the control of the contracting parties, such as a war, strike, riot, crime, or otherwise an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano), that prevents one or both parties from fulfilling their obligations under the contract. Force majeure shall not excuse negligence or other malfeasance of a contractor, as where non-performance is caused by the usual and natural consequences of external forces (e.g., predicted rain stops an outdoor event), or where the intervening circumstances are specifically contemplated.

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

GIPSA- Grain Inspection, Packers & Stockyards Administration link is at:

<http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=landing&topic=landing>.

Gluten free- Products formulated from flours or other food products without gluten. Gluten is a rubbery like protein found in all wheat, rye buckwheat, low level oats and barley products.

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

Graham flour- An alternative name for whole wheat flour per FDA 21 CFR Part 137; (§ 137.200).

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

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>.

Kosher- wholesome food conforming to strict Jewish biblical laws pertaining to the type of food that may be eaten as well as the kinds of foods allowed to be combined at one meal. In order to meet kosher standards and receive the kosher seal, the food must be prepared under a rabbi's supervision.

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.

Make Whole- May include, but not be limited to; replacing product stock, providing alternative needed stock item (substitute with alternate needed item(s) under contract) in lieu of original stock item and/or reimbursing the agency's financial outlay by providing a credit to the Using Agencies invoice(s) and paying the differential should the agency be required to source items(s) from alternative vendors.

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

MOR (Minimum Order Requirements)- Beyond the required two deliveries per week for this Term Contract, the bidder may request Minimum Order Requirements (MOR) that shall not exceed \$175 per county, per additional delivery day per route within the contracted county. The MOR shall be based upon an aggregate of the Using Agencies bread orders. However, the contractor(s) are not obligated to set minimum order requirements.

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 (08/09) DATA extraction:

At the PPI homepage, scroll down to the heading PPI Databases
Select the second row entitled: Industry Data the second button (green) with the label One-Screen Data Search.

From the new screen that displays.

i.) *Select an Industry* (on the left side) such as "Commercial Bakeries" - PCU 311812 311812", as well as

ii.) *Select one or more Products* (on the right side) that are subcategories of the selected Industry, such as "Commercial Bakeries Bread (white, wheat, rye, etc.)- PCU 311812 311812 1". Your subcategory selection(s) will pull 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" and should be checked off with the **Specify year range** set manually by the bidder/contractor to reflect the months in review that must include the month that the bid was originally received .

If chosen, graphs can also be displayed.

QAL – Quality Assurance Lab at DSS

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

Sample- Samples, when requested: The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid, including, but not limited to the packaging and nutritional labeling representative of the product bid.

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.

Staphylococcus aureus- can cause food poisoning that is usually rapid and acute. Generally found in foods that are kept at slightly elevated temperatures after preparation (water, milk, poultry, eggs, potato, macaroni, meat, cream filled bakery products, sandwich fillings, etc.).

USDA- United States Department of Agriculture. Federal certification/standards for food safety, sanitary conditions, nutrition and research for agricultural technology. Information available at www.usda.gov.

Vomitoxin- DON- Deoxynivalenol is a mycotoxin that may be produced in wheat or barley grain when wet weather occurs during the flowering and grain filling stages of plant development. Indicated by a high level of scabby kernels. FGIS specifies that flour, for human consumption, shall not contain in excess of one (1) ppm (part per million).

Whole Grain- The Cereal Grains that consist of the intact, ground, cracked or flaked caryopsis part of the grain in the same relative proportions as available in the unadulterated/whole caryopsis.

Whole Wheat Flour- FDA established standards of identity as found in 21 CFR Part 137, requiring specified whole wheat grains (§ 137.200).

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The State is soliciting for the purchase of pre-baked fresh (not previously frozen), and pre-baked frozen, (ready to thaw and eat) bread items, for use in its food service programs at various facilities statewide. Contract awards will be made for each county where feasible.

Should the bidder agree, this contract will be extended to the local government entities that participate in the State's Cooperative Purchasing Program. The bidder must complete the attached cooperative purchasing agreement for, in order to extend the awarded contract to the State's cooperative purchasing members.

The bidder(s) for the non-frozen bread items shall bid based upon obtaining a contract that, requires two deliveries per county route (of all State agencies within their county) per week. The two deliveries shall be staggered during the course of the week (i.e. Mon/Thurs, Tues/Fri, Tues/Sat, etc.). The bidders for the pre-baked frozen bread items shall bid based upon obtaining a contract that requires one delivery per week and delivery of full sealed cases of bread products. The bidder for the pre-baked frozen gluten-free items should anticipate delivery approximately once every two weeks and the delivery of full sealed cases of bread products.

Beyond the required two staggered deliveries per week for the non-frozen bread, the bidder may request Minimum Order Requirements (MOR) that shall not exceed \$175 per county, for each additional delivery day per route, within their contracted county(ies). The MOR (dollar amount) shall be calculated as the aggregate dollar amount to be expended (for orders) from those Using Agencies within the contracted county route. However, the contractor(s) are not obligated to set minimum order requirements, if they choose not to because they have existing commercial routes for frequent/daily delivery within the county. The MOR is a tool to bulk up ordering patterns in an effort to save fuel and will require that the using agencies to plan their foodservice needs in advance.

3.1 GENERAL REQUIREMENTS

- A. The Bidder(s) bidding on (a) specific county(ies) must serve the present and future using agency locations* within that county.
- B. Depending upon the bread item, multiple deliveries per week may be required by the Using Agencies. The non-frozen fresh bread contractor(s) shall provide at least two staggered deliveries per week with additional deliveries based upon the bidder's MOR that is specified in response to this bid. The frozen bread contractor(s) shall provide one delivery per week. Gluten free products may be delivered once every other week based upon the needs of the using agency
- C. Bid proposals which take exception to the delivery frequencies may not be considered as viable.
- D. The bidder agrees to serve all present and future locations within the counties they bid. *However, for small state agencies that are located far away from a major residential facility: during the term of the contract and any extension thereof, should it become evident that another contractor has a more regular and more frequent commercial delivery route servicing the area, that other contractor may be assigned (by contract amendment) to deliver to such an outlying small agency. Re-assignments for these outlying sites/programs will be made on a case-by-case basis to facilitate better service and conserve fuel.
- E. All bread/bakery crates that are used during the term of the contract(s) awarded are on temporary loan and shall remain the property of the contractor. All bread/bakery

crates must be returned to the contractor in a timely manner. The contractor shall pick up all bread/bakery crates, at their next delivery.

- F. Bread/bakery crates must not be used by the using agency for its own purposes either in the handling or shipping of other products or in any other way.

3.1.1 PRODUCT PROCESSING

All products herein this RFP shall be manufactured in a clean, sanitary environment in accordance with Title 21 CFR Part 110 – Current Good Manufacturing Practice in Manufacturing, Packing, or Holding Human Food. Bakery premises must be free of all rodent and insect infestation and free from biological contaminants.

3.2 CONTRACTORS' TRANSPORT REQUIREMENTS

All products offered by the bidder as meeting the specification requirements and contracted as a result of this solicitation, must arrive at the Using Agency in pristine packaging and delivery containers with the product(s) delivered in excellent condition. The production facility/processing facilities, storage/warehouse and contractor's distribution fleet vehicles (or designated delivery service/delivery containers) shall be free from any unsanitary condition caused by the presence of harmful microorganisms, specified risk materials or chemical residues, or filth that could adulterate, cross contaminate and diminish the quality of the products.

3.2.1 TEMPERATURE CONTROL

Product shall be transported in a 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. Product temperature FOR EACH LINE ITEM must be maintained in accordance with the current Federal Food Drug and Cosmetic Act and good manufacturing practices during all stages of processing and storage.

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

If a refrigerated vehicle is used to transport the products, the refrigeration system condensation shall not come in contact with the products.

Frozen pre-baked product temperature must be maintained in accordance with the current Food and Drug Administration (FDA) Food Code during all stages of processing and storage. Shipments shall be made in mechanically refrigerated trucks with the freezer operating and the interior of the refrigeration unit not to exceed the temperature specified for the item(s) as denoted in the subsequent paragraph. Contractor will assure that all products are processed, packaged and stored in refrigerated areas that are sufficient to maintain product quality/excellence until delivery of product to the using agency.

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

Furthermore, the cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of all delivery vehicles must be free of all obnoxious odors that may migrate into the

product or the product packaging rendering the product unpalatable and un-saleable. Presence of any of these conditions will be cause for complete rejection of the delivery at the expense of the vendor.

The finding of any evidence of deterioration: due to mishandling, freezing, or elevated heat or from lack of controls during storage, distribution, transport, delivery or holding resulting in cross contamination including contamination from non-processed products during storage, distribution or transport and delivery shall be unacceptable and shall be sufficient cause for the refusal by the Using Agency of the flawed/damaged product with the Agency requiring the contractor "make whole" their order(s).

3.3 STATE USING AGENCIES: SITES AND SERVICE REQUIREMENTS

The contractor(s) shall be assigned a contract for specific bread types within those county(ies) in which they have bid favorably.

For non-frozen fresh bread, there shall be 2 (minimum) delivery days- staggered within the week that shall be established by and arranged between each Using Agency and the Contractor.

The balance of deliveries in a one -week span for non-frozen bread items shall be based on the contractors' Minimum Order Requirement (a.k.a. MOR). Deliveries will be subject to MOR, only if the bidder has specified this requirement in their bid submission.

The frozen pre-baked bread contractor(s) shall provide one delivery per week, based upon the needs of the using agency. Gluten free pre- baked bread products may be delivered one delivery every other week based upon the needs of the using agency.

Timely deliveries of the contracted products are essential. Delivery days may vary slightly, from week to week, depending upon the product awarded, holiday schedules, furlough schedules and the facility's menu. The bidder must be able to service all using agencies within their assigned county(ies). Due to the nature and special needs of the State's facilities', delivery days and times will vary from agency to agency.

The contractor must be able to meet the needs of the agencies within the county(ies) they are contracted to service. Failure to do so will be cause for cancellation of orders. Should an agency need to obtain goods elsewhere on an emergency basis, the contractor may be required to "make whole" the using agency's financial outlay and be held liable for any differences the using agency pays above the contracted price.

The contractor shall supply the using agencies with the fresh bread items (not-previously-frozen), or frozen pre-baked bread items as specified on the price lines of the awarded contract.

NOTE: When denoting the delivery-days-ARO (the bidder provides this information for item #17 of the Signatory Page).

The fresh bread contractor(s) must be able to provide the items contracted within five (5) days after the receipt of order. **Delivery times proposed by the fresh bread bidder(s) which are greater than 5 days after receipt of order (A.R.O.) shall result in rejection of the bid proposal.**

The frozen pre-baked bread and gluten-free contractor(s) must be able to provide the items contracted within ten (10) days after the receipt of order. **Delivery times proposed by the frozen pre-baked bread and gluten-free baked items bidder(s) which are greater than 10 days after receipt of order (A.R.O.) shall result in rejection of the bid proposal.**

Invoices for product must be provided to Using/Receiving Agency at time of delivery and shall include only those bread items specifically covered under this contract. **Non-contract items must be on an independent invoice denoted as “non-contract”.**

If the contractor approaches the Using Agency to “double up” on their order in anticipation of an intermittent delivery schedule (i.e. due to inclement weather), it will be the contractor’s responsibility to credit the ordering agency for lost/moldy/unused product(s) when the estimated pro-rated need exceeds the actual agency usage.

Below is a sampling of State agency locations along with delivery scheduling information from those using agencies that have provided the Purchase Bureau with their preference(s) in advance. Bidders bidding on a specific county must serve all present and future locations in that county.

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

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

The contractor is contracted and authorized to deliver to only those agencies within the county(ies) and distribution routes for which they specifically have been awarded.

3.3.1 BIDDERS MUST STIPULATE THOSE COUNTIES IN WHICH THEY WILL PROVIDE SERVICE.

Where the distribution of product is limited by a contractual arrangement between a bakery and the distributor (or bidder), the bidder must provide a synopsis of their territory limits, in written format, on company letterhead. This synopsis must accompany the bid. If necessary, the Director may require a copy of the contract, relative to the territory limits.

In addition, pursuant to Section 4.4.7 of this RFP

- a. The bidder should list/indicate the county(ies) within which it will deliver on the price sheet [or STATEWIDE], where indicated for price line 00111.
- b. The bidder must list/indicate the county(ies) within which it will deliver within the header of the nutritional information table-described in Appendix A-4.4.3.

3.3.2 COUNTIES IN THE STATE OF NEW JERSEY:

<i>Bergen</i>	<i>Burlington*</i>	<i>Atlantic</i>
Essex	Hunterdon	Camden
Hudson	Mercer	Cape May
Morris	Middlesex	Cumberland
Passaic	Monmouth	Gloucester
Sussex	Ocean*	Salem
Union	Somerset	
Warren		

***The following agencies, although physically located in more northern counties, these may be assigned as part of a southern county, due to their proximity to other facilities in the southern part of the state, dependent upon the services and distribution of the bidders:**

Pinelands Residential Community Home, 3016 Route 563, Chatsworth, NJ 08019
Ocean Residential Community Home, Game Farm Road, Forked River, NJ 08731

NOTE: For small state agencies/programs in outlying areas, a reassignment may be initiated. Reassignments for these outlying sites/programs will be made on a case-by-case basis to facilitate better service and to conserve fuel consumption.

3.3.3 SAMPLING OF STATE USING AGENCIES

NOTABLE recent program changes/closures effective the summer of 2009:

Camp Marcella- the camp is no longer State run, it is sponsored by a non-profit agency.
 Riverfront State Prison-is closing the summer of 2009.

An overview **sampling** of the state's facilities that **may utilize** this contract, are compiled in the table below:

State Agency & County Location	Population Count/#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Department of Military & Veterans Affairs				
http://www.state.nj.us/military/veterans/health.html				
Veterans Memorial Home PARAMUS/Bergen County	336	1 Veterans Drive Paramus, NJ 07653-0608	201-634-8200	201-967-8658
Veterans Memorial Home MENLO PARK/Middlesex County	332	132 Evergreen Road Edison, NJ 08818-3013	732-452-4100	732-603-3016
Veterans Memorial Home VINELAND, Cumberland County	300	524 North West Blvd Vineland, NJ 08360-2895	856-405-4200	856-696-6885
Department of Corrections				
http://www.state.nj.us/corrections/contact_us/cia.html & http://www.state.nj.us/corrections/cia/srp.html				
Northern State Prison Essex County	2648	168 Frontage Road P.O. Box 2300 Newark, NJ 07114	973-465-0068	973-274-9113
Garden State Youth Correctional Facility Burlington County	1818	Highbridge Road P.O. Box 11401 Yardville, NJ 08620	609-298-6300	609-324-9460
Mid-State Correctional Facility Burlington County	638	Range Road P.O. Box 866 Wrightstown, NJ 08562	609-723-4221	609-723-1091
A.C. Wagner Youth Correctional Burlington County	1365	Ward Av., P.O. Box 500 Bordentown, NJ 08505	609-298-0500	609-298-2172
Mountain View Youth Correctional Facility Hunterdon County	1265	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
Edna Mahan Correctional Facility for Women, Hunterdon County	1111	30 County Route 513 P.O. Box 4004 Clinton, NJ 08809	908-735-7111	908-735-5473
New Jersey State Prison Mercer County	1955	Cass St. P.O. Box 861 Trenton, NJ 08625	609-292-9700	609-777-8366
East Jersey State Prison Middlesex County	1928	Rt 514/ Rahway Av Lock Bag R Rahway, NJ 07065	732-499-5010	732-499-2078
Bayside State Prison Cumberland County	2304	4293 Route 77 P.O. Box F-1 Leesburg, NJ 08327	856-785-0040	856-785-0377

Southern State Correctional Facility Cumberland County	2028	4295 Route 47 P.O. Box 150 Delmont, NJ 08314	856-785-1300	856-785-0396
Central Reception & Assignment Facility Mercer County	1017	721 Bear Tavern Rd off Sullivan Way PO Box 7450 Trenton, NJ 07628	609-984-6000	609-530-2756
Adult Diagnostic Center Middlesex County	684	8 Production Way P.O. Box 190 Avenel, NJ 07001	732-574-2250	732-396-8214
South Woods State Prison Cumberland County	3313	215 South Burlington Rd. Bridgeton, NJ 08302	856-459-7000	856-459-7135
Stabilization & Reintegration Program, Burlington County	131	Route 72 P.O. Box 360 New Lisbon, NJ 08064	609-726-0804	609-726-0896
Department of Human Services				
http://www.state.nj.us/humanservices/pfnurse/mentalhph.htm & http://www.state.nj.us/humanservices/pfnurse/ddc.htm & http://www.state.nj.us/humanservices/ddd/developcenters.html				
<u>Metal Health & Education:</u>				
Greystone Park Psychiatric Hospital Morris County	646	Koch Av (#59—New facility) Morris Plains, NJ 07950 Off Koch Rd*** (Between W. Hanover Ave & Old Dover Rd)	973-538-1800 EXT 4309	973-538-1053 973-292-4046
G.W. Hagedorn Psychiatric Hospital Hunterdon County	181	200 Sanitorium Rd Glen Gardner, NJ 08826- 3291	908-537-2141 EXT 2224	908-537-3149
Trenton Psychiatric Hospital Mercer County	317	Sullivan Way PO Box 7500 West Trenton, NJ 08628	609-633-1704	609-396-1526
Ann Klein Forensic Center & Special Treatment Unit Mercer County	200	Sullivan Way P.O. BOX 7717 West Trenton, NJ 08628	609-633-1619	609-396-5701
Ancora Psychiatric Hospital Camden County	619	202 Spring Garden Rd Ancora, NJ 08037-9699	609 561-1700	609 567-7397
<u>Developmental Disabilities:</u>				
North Jersey Development Center Passaic County	445	Minnisink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
New Lisbon Developmental Center Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
Hunterdon Developmental Center Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809-4003	908-735-4031	908-730-1339
Woodbridge Developmental Center Middlesex County	613	Rahway Avenue Woodbridge, NJ 07095	732-499-5517	732-499-5753
Woodbine Developmental Center Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
Vineland Developmental Center Cumberland County	658 + 58 Spec pop	1676 East Landis Av Vineland, NJ 08360	609-696-6000 609-696-6155 609-696-6154	609-696-6056
Green Brook Regional Center Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373

Department of Children & Family Services

<http://www.state.nj.us/dcf/divisions/operations/education/directory.html>

State Direct-Operational:

Vineland Residential Center Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	856-696-6620	856-690-6847
Ewing Residential Center Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-292-9300	609-530-3467
Woodbridge Developmental Child Diagnostic Center, Middlesex County	35	15 Paddock St Avenel, NJ 07001	732-499-5061	732-815-4874

State Contracted:

Capital Academy Burlington County	46	Lumberton Campus 20 Pioneer Blvd. P.O. Box 775 Mt. Holly, NJ 08060	609-953-5608 ext. 4408	609-953-2416
Vision Quest Program Burlington County	50	108 Rte 72 New Lisbon, NJ 08064	609-726-0133 ext. 16	609-726-0458
Independence High School Essex County	21	15 Smalley Terrace Irvington, NJ 07111	973-372-4473	973-372-3324
Klemmer House/Hunter House Burlington County	12	20 Pioneer Blvd. P.O. Box 775 Mt. Holly, NJ 08060	609-261-5600	609-949-7429
Kids In Transition (Kit) Excel Program/Insight Program Camden County	20	at Camden Virtua Hospital 1000 Atlantic Avenue Camden, NJ 08104-1132	856-541-9212 ext. 12	856-541-5546
UMDNJ - Children's Transitional Residence (CTR) Somerset County	8	671 Hoes Lane Piscataway, NJ 08854	732-235-4542	732-235-0145

Regional School Campuses:

Atlantic Campus Atlantic County	42	2562 Tilton Rd. Egg Harbor Twp., NJ 08234	609-645-6748	609-645-3773
Bergen Campus Bergen County	51	374 E. Ridgewood Avenue Paramus, NJ 07652	201-261-6230	201-261-2180
Burlington Campus Burlington County	22	704 Woodlane Road Mt. Holly, NJ 08060	609-267-7595	609-267-1931
Cape May Campus Cape May County	21	131 Crest Haven Road Cape May Court House, NJ 08210	609-463-4870	609-465-4104
Cherry Hill Campus Camden County	70	210 Evesham Road Cherry Hill, NJ 08003	856-795-0282	856-795-0923
Cumberland Campus Cumberland County	32	928 West Sherman Avenue Vineland, NJ 08360	856-696-6830	856-696-6520
Essex Campus Essex County	62	395-97 No. 5th Street Newark, NJ 07107	973-648-4333	973-648-4254
Gloucester Campus Gloucester County	11	842 Glassboro Road Williamstown, 08094-3501	856-629-2400	856-728-5039
Hudson Campus Hudson County	33	40 Millridge Road Secaucus, NJ 07094	201-865-4913	201-865-9434

Mercer Campus Mercer County	34	1600 Stuyvesant Avenue Trenton, NJ 08618	609-530-3390	609-530-3393
Middlesex Campus Middlesex County	34	1377 Rahway Avenue Avenel, NJ 07001	732-499-5035	732-499-0294
Monmouth Campus Monmouth County	19	1076 Wayside Road Ocean, NJ 07712	732-493-4470	732-493-0944
Morris Campus Morris County	20	15 Jean Street Morristown, NJ 07960	973-631-6410	973-631-6415
Ocean Campus Ocean County	26	1141 Old Freehold Road Toms River, NJ 08753	732-505-4180 ext.82	732-349-0210
Passaic Campus Passaic County	56	160 Minnisink Road Totowa, NJ 07512	973-256-3337	973-256-7431
Union Campus and Children's Specialized Hospital (Satellite) Union County	42	1524 Terrill Road Scotch Plains, NJ 07076	908-322-1641	908-322-9455
Wanaque Campus Passaic County	51	1433 Ringwood Avenue Haskell, New Jersey 07420	973-839-1909	973-839-3889
Warren Campus Warren County	17	540 Rt. 57E Port Murray, NJ 07865	908-689-4650	908-689-1017
Youth Services Center Mercer County	16	6 Esther Avenue Trenton, NJ 08619	609-530-4515	609-530-4277
Department of Education				
http://www.mkzd.org/				
Katzenbach School for the Deaf Mercer County	230	320 Sullivan Way West Trenton, NJ 08628	609-530-3117	609-530-5791
Department of Law & Public Services – Juvenile Justice Commission				
http://www.nj.gov/oag/jjc/secure.htm & http://www.nj.gov/oag/jjc/residential_community_list.html & http://www.nj.gov/oag/jjc/day_programs_list.htm & http://njpublicsafety.com/jjc/group_centers.htm & http://www.nj.gov/oag/jjc/site.htm				
<u>Secure Care Facilities:</u>				
Juvenile Medium Security Facility (JMSF) Burlington County	118	P.O. BOX 307 Burlington Street Bordentown, NJ 08505	609-298-8222	609-324-6016
Juvenile Reception & Assessment Center Burlington County	144	PO Box 679 Burlington Street Bordentown, NJ 08505	609-324-6400	609-324-6468
The Female Secure Care & Intake Facility Burlington County	48	Hayes Building P.O. Box 367 Burlington Street, Bordentown, NJ 08505	609-324-6341	609-324-6334
NJ Training School for Boys Middlesex County	300	Grace Hill Road, Box 500 Monroe Twp, NJ 08831	732-521-0030 Ext.: 243	732-521-1738
<u>Residential Community Homes:</u>				

Albert Elias Residential Community Home, Mercer County	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
Camden Community Service Center/Transition Program Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2658	856-614-2670
Campus Program Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
The Capitol Transition Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
Costello Prep Residential Community Home, Camden County	50	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527
D.O.V.E.S Residential Community Home Burlington County	24	P.O. Box 479 Bordentown, NJ 08505	609-324-3610	609-324-0955
Essex Transitional Program Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
Fresh Start Residential Community Home Monmouth County	28	PO Box 585 4240 Atlantic Av; Farmingdale, NJ 07727	732-938-2500	732-938-4678
Green Residential Community Home Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693 Ext: 27	973-962-4525
Ocean Residential Community Home Ocean County	30	Game Farm Road PO Box 195 Forked River, NJ 08731	609-693-5498	609-693-1854
Pinelands Residential Community Home Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
Southern Residential Comm. Home Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-7962
Valentine Residential Community Home Burlington County	18	P.O. Box 479 Bordentown, NJ 08505	609-324-3621	609-324-6349
Voorhees Residential Community Home Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4625	908-638-4670
Warren Residential Community Home Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234
<u>Day Programs:</u>				
Atlantic City Day Reporting Program Atlantic County		c/o Atlantic City Boys & Girls Club 314 North Pennsylvania Av Atlantic City, NJ 08401	609-344-5545	609-344-4913
Burlington Day Program Burlington County	25	PO Box 310 New Lisbon, NJ 080640310	609-726-0298	609-726-0361
Cumberland Day program Cumberland County	20	10 Washington Street Bridgeton, NJ 08302	856-455-1444	856-455-6632
Elizabeth Day Program Union County	20	208 Commerce Pl Elizabeth, NJ 07201	908-965-2640	908-292-9743
Monmouth Day Program Monmouth County	16	4240 Atlantic Avenue Farmingdale, NJ 0722	732-571-5705	732-938-6980

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

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

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

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

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

Deliveries to the Marie H. Katzenbach School for the Deaf are available Monday through Friday morning. This facility hosts year-round daytime and residential educational programs (Mondays through Fridays) with a limited number of facility closings. Information regarding the school calendar or closings due to inclement weather can be accessed via the web at: <http://www.mksd.org/>.

Deliveries to State Prison in Trenton must be made between 8:00 A.M. – 11:00 A.M. and 1:00 P.M. – 3:00 P.M. Custodial requirements demand adherence to this schedule.

Deliveries will be accepted at the receiving bay on the Third Street side, Trenton. The empty vehicle cannot exceed 11 feet high and the maximum width must not exceed 10 feet 4 inches.

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

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

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

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

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

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

Deliveries to Costello Prep require 24 hour notification and are available weekdays.

3.4 PRODUCT QUALITY, FRESHNESS AND SHELF LIFE

All fresh bread items shall be fresh baked and delivered FRESH-not previously frozen. All frozen pre-baked bread items and gluten-free baked items must be delivered frozen. Items delivered shall be those items as specified by the Using Agency on the written purchase order.

When the Agency specifies fresh bread, day-old bread shall not be substituted/provided by the contractor.

FRESH BAKED

The freshly baked retail/commercial/foodservice prepackaged bread shall be delivered within **22 hours** of baking.

The freshly baked retail/commercial/foodservice packaged prepackaged bagels, pita, wraps, hot-dog & hamburger buns, single serving items and English muffins shall be delivered within **22 hours** after baking;

These breads must be freshly baked and remain palatable/suitable and safe for human consumption (without mold) for **five (5) days** from production when prepackaged and at room temperature (60-70°F). This packaging and timeline applies to soft crust firm dough breads/soft crust firm dough rolls, English muffins, pitas and bagels provided in commercial packaging, as a function of the bakery's commercial/retail production.

All bread items delivered must contain the original "color" twist tie along with the proper date code stamped on the package as verification of the original date the bread item was actually baked. The "key" explaining the "color" coded twists (coded for pack date) shall be provided to the state by the bidder before the contract award and by the contractor when a change to the coding occurs.

The fresh baked firm crust bread items (rolls/bagels) shall be and delivered within **8 hours** of baking.

These breads must be fresh baked and remain palatable/suitable and safe for human consumption (without mold) for not less than **three (3) days (72 hours)** from baking; delivered fresh (within eight hours of production) and wrapped in food grade plastic bags or paper bags within a food grade plastic bag by the bakery. This packaging and timeline applies to firm crust rolls or fresh baked bagels (where applicable).

DAY-OLD

These bread items are more than 24 hours old and shall not be delivered to the using agencies or cooperative members. These bread items are legitimately "day-old." Day old bread items have depreciated in shelf life and therefore full price shall not be charged for these items.

FRSEHNESS DATES

All bread items delivered must contain the original "color" twist tie and/or qwik-clip closure along with the proper date code stamped on the package as verification of the original date the bread item was actually baked.

FROZEN PRE-BAKED

The frozen pre-baked, thaw and then serve, commercial/foodservice prepackaged bread items shall be frozen within 6 hours of baking and delivered frozen within **two months** after baking and freezing. The frozen bread products shall arrive at the using agencies with a frozen shelf life of not less than four (4) months. Upon thawing at room temperature, the thawed product shall have a room temperature shelf life of **five (5) days**.

FROZEN GLUTEN-FREE PRE-BAKED

These frozen pre-baked, thaw and then serve, prepackaged gluten-free bread items shall be frozen within 6 hours of baking and delivered frozen within **two months** after baking and freezing. The frozen bread products shall arrive at the using agencies with a frozen shelf life of

not less than four (4) months. Upon thawing at room temperature, the thawed product shall have a room temperature shelf life of not less than **five (5) days**.

3.4.1 GENERAL

All items shall be produced in compliance with 21 CFR 136, Bakery Products.

All pre-packaged food-service products offered as meeting the specification requirements must be dated for freshness. Any products that are outdated or dated so that they cannot be consumed within a reasonable time frame will be rejected by the using agency. The contractor may be held liable for any price differences incurred as the result of an emergency purchase that the using agency must make to maintain an uninterrupted supply of vital food products.

All baked goods (excluding gluten-free) shall meet or exceed the salient characteristics of the varieties solicited as prescribed within this RFP and the CIDs listed below, which were recently retrieved via: <http://www.ams.usda.gov>.

A-A-20284, et seq.	Bagels, Fresh or Frozen
A-A-20052B, et seq.	Bread, Fresh or Frozen
A-A-20287, et seq.	Bread, Pita, Fresh or Frozen
A-A-20285, et seq.	English Muffins, Fresh or Frozen
A-A-20153B, et seq.	Rolls, Bread, Fresh or Frozen
A-A-20143A, et seq.	Tortillas, Tortilla Chips, Taco Shells, & Tostado Shells

Thaw & Serve items (excluding gluten-free) shall be manufactured from raw materials as prescribed in the above referenced CIDs.

Gluten-free products shall not contain the gluten-toxic grains: wheat, rye, buckwheat-milled in wheat mills, low level oats or barley. These bread items shall be made starches such as tapioca, cornstarch, montina (Indian rice grass flour), potato, pea, amaranth, quinoa, soy, tef, millet or rice and may contain fibers from flaxseed meal, sugar beets, citrus or vegetables/plants, cellulose and leavenings such as yeast, sodium bicarbonate, stabilizers and binders such as sodium alginate, guar gum, xanthum gum, glucono-delta-lactone as well as additional suitable ingredients such as water, eggs, sorghum, pectin, fruit juice, cane sugar, cane juice, rice syrup, dextrose, fructose, beet sugar, salts, tartaric acids, lemon juice, vinegar, safflower, sunflower oils and flavorings. These gluten-free products may be enriched with iron, niacin, calcium, vitamin B6, thiamine, riboflavin, folic acid and vitamin A and may also other ingredients appropriate for the type of bread specified.

3.4.2 MANUFACTURER'S/DISTRIBUTOR'S NOTES

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

- a.) Salient characteristics
- b.) Manufacturer's/distributor's product assurance
- c.) Regulatory requirements
- d.) Quality assurance provisions
- e.) Packaging requirements

Commodity substitution [packaging, variety, size, etc.] outside of the terms of this RFP or contract award(s) may result in:

- a.) the removal of the substituted product by the contractor(s),
- b.) product replaced with the appropriate commodity by the contractor within 24 hours or
- c.) replacement by an alternate vendor if necessary and all additional costs for product substitution incurred by the contractor.

Rejection of product shall require:

- a.) the removal of the substituted product by the contractor(s),
- b.) product replaced with the appropriate commodity by contractor within 24 hours or
- c.) replacement by an alternate vendor if necessary and all additional costs for product substitution incurred by the contractor and
- d.) a credit issued to the receiving agency for the rejected product.

3.4.3 NUTRITIONAL INFORMATION

The bidder shall provide the nutritional information for all of the line items for which they submit offers on, to coincide with their respective bid submission. It is the Purchase Bureau's intent to upload the nutritional information submissions to the world-wide web to make the information accessible to all of the using agencies.

In addition, nutritional information shall be clearly marked on the packages/cartons/labels of all pre-packaged products.

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

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

3.5 STANDARDIZED PACKAGING REQUIREMENTS

3.5.1 PACKAGING OBLIGATIONS

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

Freshness date shall be clearly marked on all food-service and prepackaged baked goods. In addition, all fresh bread items delivered must contain the original "color" twist tie along with the proper date code stamped on the package as verification of the original date the bread item was actually baked. Color codes must be provided prior to a contract award, (i.e.: Monday-Blue; Tuesday-Green; Wednesday-Pink; Thursday-Red; Friday-White; and Saturday-Yellow).

All "loose" count items shall be baked fresh for that day and placed in appropriate packaging materials to maintain freshness/palatability levels. Packaging shall be closed. Packaging materials must be food grade. Packaging must prohibit staleness for that day and prevent exposure of the products to the elements and infiltration by insects, pests or rodents.

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; and
- E) be preferably color coded or graphic-designed to easily distinguish between varieties and flavors; and
- F) bear the name of the bakery where produced; and

G) shall match the brand/bakery offered by the bidder who is awarded the contract for that zone, unless the change is pre-approved by the Purchase Bureau.

3.5.2 PACKING REQUIREMENTS

Packing containers, including the plastic bread crates, shall be constructed of recycled materials wherever feasible and where shipment within the recycled-material container does not diminish the quality or sanitary requirements of the product. In addition, packing containers, shall be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product.

Each shipping container/corrugated box shall be labeled legibly to show, as applicable:

- A) Name of product contained
- B) Item number
- C) Product number
- D) Net weight
- E) Plant number, as applicable
- F) Source- name, address and date packed (month, day, year)
- G) **Expiration or "best by/use by" date** clearly marked: Month-Day-Year
- H) "Keep Frozen", as applicable
- I) Country of Origin Label is required.

3.5.3 INDIVIDUAL SERVING SIZED PACKETS/PACKAGEAS/POUCHES

As noted herein and on the price sheets, some bread products are requested in single serving packages (i.e.; Grouping J: Price Lines 00083 - 00103). Only bread items and rolls are requested for this contract. Each baked item, shall be packaged in individual food-grade hermetically sealed (laminated) poly pouches/bags which will open easily via a tear notch or serrations to access its contents. Single serving packet/packages shall be labeled with nutritional information compliant with 21CFR101. Individual serving packets may be boxed in single ply cardboard boxes within shipping cartons.

Full cases of products shall be shipped in crush-resistant, recyclable corrugated cartons.

For those line items that specify single serving packets/packages: ONLY Single Serving Packages shall be priced and supplied by the vendor. Nutritional labeling is required on each packet.

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

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

3.6 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 Parts 120 regarding Hazard Analysis and Critical Control Point (HACCP) systems-quality controls, 21CFR Ch. 1 Part 130 Food standards: General, 21CFR Ch 1 Part 136 through 137, 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-imbusement and/or replacement by the Contractor.

3.6.1 SOURCING OF RAW MATERIALS & INGREDIENTS

The State may require certification regarding the purity of raw materials, products and/or components (insecticides, pesticides, growth agents, wrappers, containers, packaging, preservative, fungicide or protective application/solution/dip/spray). 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, concentrations, etc. used during the growth, harvesting, packaging, production, processing, preservation, storage and/or transportation of these products, and the residues of these materials comply with U.S. federal guidelines, HACCP protocols, FDA approvals, EPA guidelines, etc. as applicable, and that no industrial-grade ingredients, preservatives, fungicides, coatings, or hazardous metals etc., were utilized in/on the products or packaging.

3.6.2 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, Calcivirus, Cryptosporidium, Bovine Spongiform Encephalopathy, etc.)

3.7 PROOF OF DELIVERY

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

Non-contract items shall not be co-mingled on the invoices or purchase order and shall be priced out on independent invoices by the contractor.

3.7.1 INVOICING PARAMETERS

No additional delivery charges fuel mark-ups, etc., are authorized under the contracts awarded as a result of this RFP.

No other products: bread or bakery items, are included in the contract awards. Therefore, only those items listed under price lines **00001-00110** are authorized to be invoiced for the contracts resulting from this bid. Non-contract items shall not be co-mingled on the invoices or purchase order and shall be priced out on independent invoices by the contractor.

All invoices, delivery slips, and bills of lading, issued by the contractor under contracts resulting from this RFP, shall reflect only those specific items contracted. **Non-contracted items shall not be invoiced nor billed with contracted items. Non-contract items shall not be co-mingled on the invoices for a single purchase order. Non-contract items shall be priced out on independent invoices by the contractor.**

3.8 PRICING CALCULATIONS AND ADJUSTMENTS: FOR CONTRACT EXTENSIONS BEYOND THE TIMEFRAME OF THE INITIAL CONTRACT

Should the Contractor agree to an extension of the original contract term, the Contractor may provide their revised net pricing submission to the Purchase Bureau, which will be reviewed by the State for applicability for each subsequent six-month interval, or portion thereof, extended beyond the initial contract period. Should the contract be extended, the revised pricing for each contract line awarded, must be received by the Purchase Bureau no later than one-full-month prior to the start date of the extension, for consideration and approval. Price reductions shall be evaluated as well. Net unit pricing for each contracted Price Line shall be submitted in an Excel spreadsheet in a format consistent with: Appendix B- 3.8.

Revised net pricing submissions shall be provided to the Purchase Bureau via email to the buyer by 2:00 p.m. (Daylight Savings Time) one calendar month prior to the start date of the extension. Revised prices submitted late will not be accepted. Failure to submit revised net pricing within this set time frame shall constitute the bidder offering and accepting and continuing the net pricing from their original contract. The State will not permit retro-active increases.

Net pricing that reflect price increases above the US Government reported Producer Price Index for that commodity (unadjusted-first published) as detailed in the Producer Price Index Product Chart as found in Section 3.10 of this RFP, as noted below, (with the base being the month that the initial bid is received) shall not be authorized.

As stated within the Standard Terms and Conditions, the contractor shall afford the State the benefit of price reductions during the term of the contract 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.

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. Should the Bureau of Labor Statistics (BLS) discontinue or fail to report the PPI for a specific sub-series, the calculation must be derived from the parent series (statistics one group level up).

3.9 “PRICING REVIEW” EXAMPLE CALCULATION

FOR EXAMPLE a dozen rolls as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per pkg of 12
Adjusted price <u>maximum</u> to be submitted for review	\$5.6156 per pkg of 12

(to the Purchase Bureau for approval).

3.10 PRODUCER PRICE INDEX: PRODUCT CHART

PPI Industry Data Series ID	PPI Products
PCU <u>311812 311812 1</u>	Bread (white, wheat, rye, Italian, sliced or unsliced, including single wrapped slices, etc.) including frozen
PCU <u>311812 311812 5</u>	Rolls (bread-type), English muffins, bagels, pitas, croissants including single wrapped rolls
PCU <u>311830 311830 0</u>	Tortillas, sold in bulk or pkgs, not frozen

3.11 METHOD OF BILLING AND PAYMENT

Vendor(s) will receive purchase orders generated from the using/ordering agency(ies) and submit invoices for payment to the using/ordering agency(ies) reflecting clearly and specifically only those items which that individual agency has ordered under the awarded contract. Non-contractual items shall not be co-mingled on the invoice or purchase order.

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.

The forms discussed herein and required for submission of a bid proposal in response to this RFP are available on the web at <http://www.state.nj.us/treasury/purchase/bid/summary/10x20745.shtml> unless noted otherwise.

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 accompanying this RFP. 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 EBID VS NON-EBID SUBMISSION INSTRUCTION

4.3.1 eBID SUBMISSION OF BID PROPOSAL

If the bidder is submitting an eBid, hard copy submission is not required. Instructions detailing how to enroll in and submit an eBid are available on the web at <http://www.state.nj.us/treasury/purchase/index.shtml>. Should the bidder choose to submit both an eBid and a hard copy of the bidder's proposal, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

4.3.2 NON-eBID SUBMISSION

The bidder must submit the following bid proposal copies:

- **One (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal.
- **One (1) full complete and exact copy**, clearly marked "COPY".

Copies are necessary in the evaluation of the bid proposal and for record retention purposes. 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/PROOF OF REGISTRATION REQUIRED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete, including signature of an authorized representative of the bidder, and submit the Signatory Page accompanying this RFP. 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.

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 (5) 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 for this purpose.

4.4.1.4 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE BY THE BIDDER TO SUBMIT A COPY OF ITS 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. Further information is provided in Section 1.1 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP.

4.4.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 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.

4.4.3 SUBMITTALS

NUTRITIONAL INFORMATION

Bidders shall provide, with its bid proposal, the NUTRITIONAL INFORMATION for each bread item offered in response to this bid. The nutritional information shall be provided in an excel spreadsheet in the column format prescribed in Appendix A-4.4.3. Additional nutritional information may be required on the packaging label.

The following product information must be provided in order to evaluate the bid submissions and must be on the nutritional information spreadsheet:

- Price Line
- Product Name
- Product Number
- Count/Pack
- Weight of Package (ounces or metric)

The following information (nutritional) should be provided on the NUTRITIONAL INFORMATION table with the bid proposal; however, the bidder must provide this information prior to contract award, in the tabular format as depicted in Appendix A-4.4.3:

- Number of Slices or items (pita) (or individual servings for individually wrapped products)
- Serving size & weight (grams)
- Calories per serving (grams)
- Fat per serving (grams)
- Saturated Fat per serving (grams)
- Trans Fat per serving (grams)
- Sodium per serving (milligrams)
- Potassium per serving (milligrams)
- Protein per serving (grams)
- Dietary Fiber per serving (grams)
- Sugar per serving (grams)
- Carbohydrates per serving (grams)

The spreadsheet/nutritional information table shall be uploaded to the internet, for only those items for which a contract award is issued.

An example of the NUTRITIONAL INFORMATION table is provided at the end of this RFP, as Appendix A-4.4.3.

In addition to the above requirements, the bidder is encouraged to submit the NUTRITIONAL INFORMATION table electronically in the form of a CD. However, a preprinted hard copy (paper) NUTRITIONAL INFORMATION table must be included with the bid proposal.

4.4.3.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet accompanying this RFP.

4.4.3.3 SAMPLES/SAMPLE TESTING

The State reserves the right to request samples of one or more of the products. Should the State require samples, 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 00001-00110** for evaluation and testing purposes are to be made available at no charge and delivered to the Department of Treasury-Distribution and Support Services, at the bidder's expense. The bidder must, within **five (5)** working days following a request from the State, submit bid samples to the Department of Treasury-Distribution and Support Services. Bid samples will not be returned. The Department of Treasury-Distribution and Support Services will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001-00110** 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 00001-00110**. The testing results of the State are final.

4.4.3.3 PALATABILITY TESTING

The State reserves the right to perform palatability testing of bid **for pricing lines 00001-00110** and products delivered. 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 at the vendor's expense.

If samples are requested, all samples will be delivered to:

**Distribution and Support Services (DSS)
1620 Stuyvesant Avenue, Trenton, NJ 08618,
Attn: Laboratory (T0001)**

4.4.4 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.

4.4.5 PRICING

In order for the State to make sound business judgments regarding products and prices offered in response to this RFP, the bidder must supply, with its bid proposal, the information requested on the RFP's pricing lines in sufficient detail as to allow the State to determine the firm, fixed bid pricing and the precise product or service being offered, i.e., with no possible misinterpretation of the price or product/service being offered by the bidder. A bidder's failure to provide, within its bid proposal, the information deemed by the State to be essential for product identification or price determination will result in rejection of that bidder's proposal. Notwithstanding the aforementioned material obligation, in order to support the State's decision-making process, the State may require a bidder to provide additional information or documentation that has been deemed not to be material to product identification or price determination, in which case, the bidder shall, within the time limit set forth in the written request, comply with said request.

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. However, upon the Director's request and by mutual consent, the State and the lowest first responsible Bidder and/or second lowest responsible Bidder and/or third lowest responsible Bidder may agree to extend the time the State may make an award.

4.4.6 COOPERATIVE PURCHASING

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

4.4.7 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

- 1) Bidders shall provide a single fixed price for each item they shall provide under contract. The bidder must submit its pricing using the format set forth on the State supplied price sheet(s) attached to this RFP. Pricing must be submitted on the Price Sheet.
- 2) Bidders shall provide pricing that shall include all items on the price sheet which they currently carry and sell within their line of products.
- 3) Bidders may bid on one or more groupings in response to this bid.
- 4) Awards will be made by grouping for each county.
- 5) Due to electronic recording limits, the prices submitted shall not exceed four decimal places. The four decimal place limitation is consistent with the requirements of the electronic record-keeping process pre-established by the Treasury Department, State of New Jersey. [For example a price of \$0.2512 is acceptable, yet a price of \$0.25121 is not

permissible for calculation (and thus shall not be used for the initial pricing or any revised pricing submitted that has been tied to the PPI index)]

- 6) All bread bidders should provide the Nutritional Information with their respective price sheet. An example of the price sheet NUTRITIONAL INFORMATION TABLE is provided within this RFP as Appendix A-4.4.3.
- 7) Minimum Order Requirements (MOR) should be specified on price line 00111 by the fresh bread bidder, for additional deliveries that may become necessary; these deliveries are those that are beyond the two staggered (i.e., Mon/Fri, Tues/Sat, Mon/Thurs) deliveries per week minimum. However, when the bidder is determining the MOR amount to specify, he must consider that the MOR is offset by the aggregate of the bread orders for all Using Agencies within a county route. Furthermore, the MOR which the bidder may specify cannot be in excess of \$175 per county route for each additional delivery day beyond the two staggered days that are included in response to the bid price.
 - a. The bidder for fresh bread shall take into account a minimum of two staggered delivery days per week per county route. Two deliveries days per week of fresh bread (per county route) are required per fresh bread contractor.
 - b. The bidder for frozen pre-baked bread items shall take into account one day per week for deliveries.
 - c. The bidder for gluten-free items may deliver once every two weeks.
- 8) Bid prices, on paper submissions, must be typed or written in ink. Any price change or the appearance of changes (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder for the affected portion(s) of the bid proposal. Should a bidder bid via the electronic **eBid** portal, the bidder must follow the appropriate steps to remove (withdraw) their existing price sheets (and/or attachments), correct the prices (and/or attachments), re-upload the corrected price sheets (and/or attachments) to COMPLETE the bid for resubmission and **again** sign-off using their designated PIN plus apply the **SUBMIT** button.
- 9) For bidders submitting their bids through the electronic eBid portal with a copy submitted via surface delivery, eBid submissions shall take precedent over items delivered to the Purchase Bureau via surface delivery.
- 10) In addition:
 - a. The bidder should list/indicate the county(ies) within which it will deliver on the price sheet, where indicated on price line 00111.
 - b. The bidder must indicate the county(ies) within which it will deliver on the header of the nutritional information table-described in Appendix A-4.4.3.
 - c. NOTE: For a bidder that that wishes to submit separate pricing for specific county(ies), the bidder may duplicate the price sheets to provide the price for delivery of bread items within the(se) county(ies); AND therefore, must list the county(ies) for this separate pricing where indicated on the duplicate price sheets as well as on the respective Appendix A-4.4.3.
 - d. Failure to indicate the county(ies) to be serviced will result in the State presuming that the bidder will provide delivery service to all counties (statewide) in New Jersey for those price lines bid.

Price lines are grouped by bread item similarity and type of bakery product as reiterated below:

- A. Grouping A= Breads, sliced loaves:
 - Fresh 00001-00008- per loaf package
 - Frozen 00009-00015- per case of loaves
- B. Grouping B= Buns, sliced:
 - Fresh 00016-00019- per package
 - Frozen 00020-00023- per case of packages
- C. Grouping C= Rolls: round, unsliced dinner/ sliced sandwich; weight per roll as specified
 - Fresh 00024-00032- per dozen
 - Frozen 00033-00042- per case of packages
- D. Grouping D= Sandwich Rolls, long, sliced sandwich; weight per roll as specified

- Fresh 00043-00046- per dozen
- Frozen 00047-00050- per case of packages
- E. Grouping E= Bastone/Baguette Loaves, unsliced
 - Fresh 00051-00054- each unsliced loaf
 - Frozen 00055-00058- per case of unsliced loaves
- F. Grouping F= Pitas, @ 6" diameter
 - Fresh 00059-00060- per package
 - Frozen 00061-00062- per case of packages
- G. Grouping G= Bagels, sliced in Plain, Cinnamon-Raisin, Flavored/Seeded (NTE 3 oz ea), as well as mini-bagels (NTE 2 oz ea) are requested-if produced by the bakery
 - Fresh 00063-00068- per dozen
 - Frozen 00069-00074- per case of packages
- H. Grouping H=English Muffins, split
 - Fresh 00075-00076- per package
 - Frozen 00077-00078- per case of packages
- I. Grouping I= Tortilla, flour, NTE 6" diameter- Larger tortillas do not suit the State's menu and nutritional needs.
 - Fresh 00079-00080- per package
 - Frozen 00081-00082- per case of packages
- J. Grouping J= Single Serving bread items that are limited to pre-wrapped sliced bread, mini-bagels and rolls only. Sweets are not included in this RFP and will not be awarded.
 - Fresh 00083-00092- per box of single serve product
 - Frozen 00093-00103- per case of single serve product
- K. Grouping K= Bread crumbs and/or cubed bread in bulk packages for food service
 - Fresh 00104 & 00105- per bulk package
 - Dry 00106- per bulk package
- L. Grouping L= Gluten-free Breads, Sandwich Buns and English Muffins-sliced
 - Frozen Only 00107-00110- per case of packages
- M. Grouping M: Line 00111=is an informational line that the bidder should complete regarding a. their delivery area (by county(ies)) and b. the MOR for fresh baked bread deliveries.

Contract awards will be made to:

two fresh bread contractors in the counties north of I-195, where available and
 one frozen pre-baked bread contractor per county where available within the State, for each grouping of bread items (denoted as **A-L** above).

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 accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions 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 **four (4) months**. The anticipated "Contract Effective Date" is provided on the signatory page accompanying this RFP. 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 **five (5)**, six-month periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

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

The contract involves items which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the

State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 CONTRACT PRICE INCREASE (PREVAILING WAGE)

Not applicable to this procurement.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

Not applicable to this procurement.

5.12 CONTRACT ACTIVITY REPORT

As required by paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07 accompanying this RFP, contractor(s) must provide, on a calendar quarter basis, to the assigned Purchase Bureau representative, a record of all purchases made under the contract resulting from this RFP. This reporting requirement includes sales to State using agencies, political subdivisions thereof and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, 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 must submit the required information in Microsoft Excel format. An example of the report is displayed below:

CONTRACT #:													
Contractor/Supplier Name	Manufacturer	Model/Product # or Mfg Part Number	Item Description (Overall descriptive noun first)	Customer/Using Agency	Contract Price Line	Unit of Measure (UOM)	Qty within UOM	Quantity of UOM Ordered	Date of Invoice	List Price / UOM	Discount If applicable	Sale Price / UOM	Total Price
Tech Supply House	DELL	21586/12584	Computer, laptop, 8GB	Township of Ewing	26	EA	1	45	5/28/2008	\$1,200.00	25.00%	\$900.00	\$41,400.00
Tech Supply House	HP	212585	color monitor 15"	Dept of Treasury	22	EA	12	1	6/2/2008	\$35.00	10.00%	\$31.75	\$371.25

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

5.13 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this procurement.

5.14 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

5.15 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities. The Director also reserves the right to waive a mandatory requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the mandatory requirement; or

(3) in the sole discretion of the Director, the failure to comply with the mandatory requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 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:

6.2.1 Price

6.2.2 Experience of the bidder

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

6.2.4 The completeness of offerings from the bidder's product line.

6.2.5 The timely submission of the nutritional information.

6.2.6 The minimum order requirement (MOR) specified by bidder.

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

6.2.8 Product origin.

6.2.9 The prompt submission of territory/route limit document(s), if requested by the State.

6.3 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State as noted below, vendor contact with the State is still not permitted.

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the "evaluation committee") may ask one, some or all of the bidders to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The bidder may be required to give an oral presentation to the State concerning its bid proposal.

Bidders may not attend the oral presentations of 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.

6.3.1 EVALUATION OF THE BID PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a

recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in 6.5 below, the Director reserves the right to negotiate price reductions with the selected vendor.

6.4 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.
- Discrepancies between eBID submissions and traditional surface submissions (copies and bid specific documents delivered by courier or other means of surface delivery) will be resolved in favor of the eBID submissions.

6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating bid proposals, the evaluation committee may enter into negotiations with each bidder in the competitive range, unless there are too many highly rated proposals to evaluate efficiently. In this situation, the State may limit the competitive range to the number of proposals that will permit efficient competition among the most highly rated proposals. The primary purpose of negotiations is to maximize the State's ability to get the best value, based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant proposal weaknesses, ambiguities and other deficiencies that could limit a bidder's award potential, including price. More rounds of negotiations may be held with one bidder in the competitive range than with another. Negotiations will be structured to safeguard information and ensure that all bidders in the competitive range are treated fairly.

When the evaluation committee determines to conclude negotiations, all bidders in the competitive range will be so notified and advised of the time and place for submission of best and final offers. The best and final offer can modify any aspect of the bid proposal, provided mandatory RFP requirements continue to be satisfied and further provided that the revised price proposal is not higher than the original price proposal. Any revised price proposal that is not equal to or lower in price than the original price proposal will be rejected as non-responsive.

Evaluation of the best and final offers will be on the basis of price and the evaluation criteria set forth in the RFP. If, after review of the best and final offers, clarification is required, it may be sought from the bidders. If further negotiation is desired after evaluation of the revised proposals, it will be followed by another BAFO opportunity. The State reserves the right to reassess the competitive range before proceeding with a subsequent round of negotiations and BAFO submissions and to remove from the competitive range any proposal that is no longer considered to be a leading contender for award.

After evaluation of the final BAFO submissions, the evaluation committee will recommend to the Director for award the responsible bidder(s) whose bid proposal(s), conforming to the RFP, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Evaluation Committee. The Director may negotiate further reductions in price with the selected bidder.

Negotiations will only be conducted in those circumstances where they are deemed by the State to be in the State's best interests and to maximize the State's ability to get the best

value. Therefore, bidders are advised to submit their best technical and price proposals in response to this RFP, because the State may, after evaluation, make a contract award based on the content of these initial submissions, without further negotiation with any bidder.

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

NOTE: Bid prices will not be publicly read at bid opening. Only the name and address of each bidder will be publicly announced at bid opening.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER 117 (2008)

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, then-Governor James E. McGreevey issued Executive Order 134 on September 22, 2004. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, which was signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey's efforts to protect the integrity of procurement decisions and increase the public's confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this 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) Reportable Contributions -- contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

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 also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner

thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹

c) Officer -- a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

d) Partner -- one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

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.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Not applicable to this procurement.

7.1.3 AFFIRMATIVE ACTION

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.2 FINAL CONTRACT AWARD

Contract awards shall be made, on a per grouping basis for fresh bread vendor(s), as applicable [North of I-195]; and as available: 1) one frozen pre-baked bread vendor per county and 2) one frozen pre-baked gluten-free bread vendor per county, with reasonable promptness by written notice to those responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

Contract awards will be made to two fresh bread contractors where available and one frozen pre-baked bread contractor for each grouping of bread items (denoted as A-L) per county, where a multiple award is feasible.

- a. The bidder should list/indicate the county(ies) within which it will deliver on the price sheet, where indicated.
- b. The bidder must list/indicate the county(ies) within which it will deliver on the header of the nutritional information table-described in Appendix A-4.4.3.
- c. The nutritional information should be affixed to the price sheets/provided with the bid submission.
- d. Failure to indicate the county(ies) to be serviced will result in the State presuming that the bidder will provide delivery service to all counties (statewide) in New Jersey for those price lines bid.
- e. Failure to indicate the MOR for more than two staggered deliveries per week will result in the State presuming that the bidder will provide delivery service six days per week or on an as needed basis, with no minimum delivery amount, Monday-Saturday, not withstanding holiday or Force Majeure related bakery closures.
- e. The bidder for fresh bread shall take into account a minimum of two staggered delivery days per week per county route. Two deliveries days per week of fresh bread (per county route) are required per fresh bread contractor.
- f. The bidder for frozen pre-baked bread items shall take into account one day per week for deliveries.
- g. The bidder for frozen pre-baked gluten free items may deliver as often as once every two weeks.

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.

7.4 PERFORMANCE BOND

Not applicable to this procurement.

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees

engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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

APPENDIX "A" 4.4.3

**SAMPLE
NUTRITIONAL INFORMATION TABLE**

The bidder shall provide their NUTRITIONAL INFORMATION in a format similar to the one below, broken out by sub grouping:

ABCD Bakery Phone Orders: 609-555-1212 Fax Orders: 609-555-1200 E-mail Orders: orders@ABCDBakery.com	Delivery to: Morris, Sussex, Warren, Somerset & Hunterdon Counties	Solicitation 10-X-20745 S0001 BREAD ITEMS
--	---	--

Price Line	Product Name:	Product Number	Pack/Count	Weight of Package ounces or Metric	# of slices/items	Serving size/ & wt (g)	Calories per serving	Fat per serving (g)	Saturated Fat per serving (g)	Trans Fat per serving (g)	Sodium per serving (mg)	Potassium er Serving (mg)	Protein per serving (g)	Dietary Fiber per serving (g)	Sugar per serving (g)	Carbs per serving (g)
▶	Grouping A															
00001	Hearty White	14000	8/1	42 oz	31	1 sl/38.4g	85	3g	0g	0g	110mg	10gm	3g	1g	5g	28g
00002	Whole Wheat	16000	8/1	42 oz	31	1 sl/38.4g	75	2g	0g	0g	115mg	34mg	3.5g	3g	4g	25g
00003	Rye, Seedless, soft	15000	8/1	24 oz	16	1 sl/42.5g	80	2g	0g	0g	115mg	15mg	3g	1g	4g	27g
▶	Grouping B															
00019	Wheat burger buns	3312	1pk	18oz	12	1 bun / 43g	140	1.5g	0g	0g	240mg		4g	1g	5g	27g
▶	Grouping D															
00043	Club Rolls	0222	1pk	39oz	12	1 roll / 92g	280	3	0.5	0	450		9	2	2	56

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APPENDIX “B” 3.8

PRICING CALCULATIONS AND ADJUSTMENTS WORKSHEET:
 For Contract Extensions beyond the Timeframe of the Initial Contract

Should the Contractor agree to an extension of the original contract term, the Contractor may provide their revised net pricing submission to the Purchase Bureau, which will be reviewed by the State for applicability for each subsequent six-month interval extended beyond the initial contract period, or portion thereof. Should the contract be extended, the revised pricing for each contract line awarded, must be received by the Purchase Bureau no later than one-full-month prior to the start date of the extension, for consideration and approval. Price reductions shall be evaluated as well. Net unit pricing for each contracted Price Line shall be submitted in an Excel spreadsheet as detailed on the bottom half of this page.

FOR EXAMPLE a dozen rolls (or price per pound), as applicable and as denoted on price lines:

Most recent index measurement at time of calculation <i>(divided by index at time base price was set)</i>	108.8 (P)-preliminary
PPI Base Month <i>(equals)</i>	107.6
Difference/increase in PPI measurement (2 decimals) <i>(multiply by)</i>	001.01
The Original Base Price/(Original price submitted) <i>(equals)</i>	\$5.56 per pkg of 12
Adjusted price <u>maximum</u> to be submitted for review (to the Purchase Bureau for approval). <u>*In dollars and/or cents only- four decimal maximum</u>	\$5.62 per pkg of 12

COMPLETE THE CALCULATIONS AS EXAMPLED BELOW IN AN EXCEL SPREADSHEET AND EMAIL to the current DPP Buyer

CONTRACT NUMBER: _____ CONTRACTOR NAME: _____

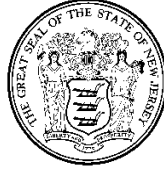
A <i>Price Line</i>	B <i>Model #</i>	C <i>Current PPI</i>	D <i>Base Month PPI</i>	E = D/C <i>Current divided by/Base Mos</i>	F <i>Bid Price</i>	G = F*E <i>Price times PPI Adjustment</i>	Bid

Column “G” represents the adjusted price maximum *In dollars and cents only
 The prices above reflect the revised prices I am submitting for approval to the Purchase Bureau:

 Name and Title of Representative Submitting Price Revision Request

 Date of Submission

 Contact Phone Number



State of New Jersey

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

JON S. CORZINE
Governor

R. DAVID ROUSSEAU
State Treasurer

September 2, 2009

To: All Interested Bidders

Re: RFP # 10-X-20745

FOODS: Bread ~~Items~~, Fresh, ~~Frozen & Gluten-Free, Delivered~~ (Rebid)

Bid Due Date: 09/30/09 (2:00 p.m.)

ADDENDUM 01

The following constitutes Addendum 01 to the above referenced solicitation.

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 2
FOODS: Bread Items, Fresh, Frozen & Gluten-Free, Delivered (Rebid)
Bid Number 10-X-20745

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1		ALL Documents	<p><i>Clarifications</i> NOTE: This bid has been uploaded/re-uploaded as an eBID.</p> <p>To continue to expand the Division's procurement modernization plan, the eBid application is being made available to promote an easier more efficient method to submit bid proposals.</p> <p>The bidder may choose to submit via eBID or may choose to submit their bid using the traditional method.</p> <p>ADDITIONAL eBid information is found within Section 1.3.3 ELECTRONIC BIDDING (EBID) of this RFP.</p> <p><u>eBid Instructor-Led Training Sessions:</u></p> <p>The Division will be conducting instructor-led eBid training sessions. The purpose of the instructor-led eBid training is to provide an opportunity to walk bidders through the electronic bid process. Division staff will be available to provide a step-by-step demonstration during the training session on how to navigate in the new eBid website. The bidder is strongly encouraged to attend an instructor-led training session.</p> <p>Instructor-led eBid training sessions will be held every Wednesday, 10:30 AM ET, at the following location:</p> <p style="text-align: center;">Department of the Treasury Division of Purchase and Property Purchase Bureau 33 West State Street-9th Floor Bid Room Trenton, NJ 08625-0230</p> <p>Directions to the Division are available at http://www.state.nj.us/treasury/purchase/directions.htm</p> <p>An eBid training presentation is available for on-line viewing at the Purchase Bureau website: http://www.state.nj.us/treasury/purchase/index.shtml.</p>
2	1-27	Price Sheets	<p>Due to technical difficulties with formatting the rows and columns of the price sheets some of the column headers, price line descriptions, and fill-in line/boxes are askew.</p> <p>Please note that the 5th column (the one furthest to the right) should be labeled as UNIT PRICE throughout the price lines.</p> <p><i>Take extra time to verify that you have filled-in the Unit Price in column 5 and also remember to include the model number information as requested in column 2 (Column 2 fill-in lines are at the bottom of each Commodity-Service Description for each price line.)</i></p> <p>Individual price line formatting issues are explained below.</p>

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
3	4-5	Price Sheets Price Line 00017	<p>Price line 00017 overflows onto the next page just above price line 00018. If you electronically type your price for #00017 in <i>Unit Price</i> column 5, it may also display above-the-top-of (superimposed-over) price line 00018.</p> <p>However, conversely, should you try to delete one of the two electronically displayed prices; both of the electronically displayed prices will be deleted.</p> <p>Furthermore, this duplicated price display for #00017 will not constitute a price entry for price line 00018. Therefore, if the bidder wants to submit prices for both price line 00017 and price line 00018, the bidder must be diligent in completing both price lines.</p>
4	16-17	Price Sheets Price Line 00067	<p>Price line 00067 overflows onto the next page just above price line 00068. If you electronically type your price for #00067 in <i>Unit Price</i> column 5, it may also display above-the-top-of (superimposed-over) price line 00068.</p> <p>However, conversely, should you try to delete one of the two electronically displayed prices; both of the electronically displayed prices will be deleted.</p> <p>Furthermore, this duplicated price display for #00067 will not constitute a price entry for price line 00068. Therefore, if the bidder wants to submit prices for both price line 00067 and price line 00068, the bidder must be diligent in completing both price lines.</p>
5	25-26	Price Sheets Price Line 00105	<p>Price line 00105 overflows onto the next page just above price line 00106. If you electronically type your price for #00105 in <i>Unit Price</i> column 5, it may also display above-the-top-of (superimposed-over) price line 00106.</p> <p>However, conversely, should you try to delete one of the two electronically displayed prices; both of the electronically displayed prices will be deleted.</p> <p>Furthermore, this duplicated price display for #00105 will not constitute a price entry for price line 00106. Therefore, if the bidder wants to submit prices for both price line 00105 and price line 00106, the bidder must be diligent in completing both price lines.</p>