



Request for Proposal 10-X-21089

For: Foods: Seafood, Frozen - DSS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	08/20/09	5:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	08/18/09	10:00 AM
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	09/10/09	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 <input checked="" type="checkbox"/> Not Applicable	Category <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
Distribution & Support Services
1620 Stuyvesant Ave.
W. Trenton, NJ 08625

Date: 07/20/09

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

Note: This is for informational purposes only. Certification is to be completed upon award.

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

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

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

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

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117. The Contractor Certification and Disclosure of Political Contributions form and instructions are available at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>.

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals for frozen seafood which will be made available and delivered by the Contractor to Distribution & Support Services (DSS).

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

1.2 BACKGROUND

This is a reprourement of the Foods: Seafood, Frozen - DSS term contract, presently due to expire on 10/31/09. Bidders interested in the current contract specifications and pricing information may review the current contract T# 1165 at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

Note: Line items #00006 & #00007 are new additions to this RFP. There is no history available for these items at this time.

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 MANDATORY PRE-BID CONFERENCE

The State of New Jersey, Department of the Treasury, Division of Purchase and Property, Purchase Bureau is pleased to announce the Division's electronic procurement modernization process. This RFP will allow bidders the opportunity to submit their bid proposal electronically.

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 would like to thank the bidder in advance for its anticipated participation.

PLEASE READ THE IMPORTANT INFORMATION BELOW REGARDING THE eBid PROCESS AND THE REQUIREMENTS FOR THE MANDATORY PRE-BID CONFERENCE.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

The pre-bid conference will be divided in two parts:

- 1) The first part will walk bidders through the electronic bid process. Purchase Bureau staff will be on hand to provide a step by step demonstration at the pre-bid conference on how to navigate in the new eBid website.**
- 2) The second part will be devoted to answering questions bidders may have regarding the technical specifications or any other aspect of the RFP.**

Bidders who wish to submit electronically should bring a copy of their Business Registration Certificate with the Department of Revenue to the conference. This certificate may be obtained by visiting the following website:
<http://www.state.nj.us/treasury/revenue/busregcert.htm>

The question and answer period may be extended if necessary after the pre-bid conference to allow ample time to field any additional questions generated at the pre-bid conference.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized by an addendum to this RFP. Answers to deferred questions will also be formalized by an addendum to this RFP. Addendum, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information).

PLEASE READ THE IMPORTANT INFORMATION BELOW REGARDING THE eBID PROCESS AND THE REQUIREMENTS FOR THE MANDATORY PRE-BID CONFERENCE.

The date, time and location of the Mandatory Pre-Bid Conference is indicated on the cover sheet. The location of the conference will be as follows:

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

Directions to the Purchase Bureau can be found on the following website:

<http://www.state.nj.us/treasury/purchase/directions.htm>

Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

An attendee may represent no more than one potential bidding entity.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors regarding this RFP.

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 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.

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

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

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

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

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

State - State of New Jersey

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

DSS – Distribution & Support Services

QAL – Quality Assurance Lab at DSS

ARO – After receipt of purchase order.

QPL - Qualified Product List: QPL is a list of products that, (because of the length of time required for analysis and evaluation), have been researched and/or tested in advance of procurement to determine which suppliers, model number or brand names [of goods or products] comply with the specification needs. Vendors may submit products for consideration for inclusion as a QPL item for future bidding opportunities subsequent to contract award and prior to issuance of the next RFP. For the current bid received, only offerings matching the requested QPL will be considered responsive for line items #00001 through #00005 only.

Conversely:

If a manufacturer's previously approved brand and item is found to not meet technical specifications during the course of the contract, that manufacturer's brand may be removed from the approved brands list of the next RFP and the contract may be cancelled if another approved brand cannot be supplied. Also, as per section 4.4.4.2 (Samples/Sample Testing) of the RFP, approved brands may be tested to determine compliance with technical specifications. If an approved brand is tested and found to not (no longer) meet technical specifications, the bid proposal for the affected item will be rejected.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL INFORMATION:

3.1.1 ITEM DESCRIPTION / ESTIMATED QUANTITIES:

This section provides information for contractors to deliver frozen seafood in quantities as specified on the attached pricing sheet directly to DSS at the following address:

Department of the Treasury
Distribution & Support Services
1620 Stuyvesant Avenue
West Trenton, New Jersey 08625-0234

The price sheet may be accessed and printed out by clicking on the appropriate link on the Purchase Bureau webpage for this RFP.

For the purposes of this RFP, some grading and/or technical specifications for each item are also found on the RFP price sheet line items. These "line item" specifications are part of the entire RFP document which constitutes the contract to be entered into with the successful bidder.

The RFP line items listed on the price sheet of this RFP consist of frozen seafood.

The items listed on the price sheets of this RFP are estimated quantities based upon previous sales for the period of the contract (six months).

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

See Section 4.4.7 for Method of Bidding and Price Sheet Instructions.

3.2 DELIVERY REQUIREMENTS

Delivery times greater than 30 days ARO (after receipt of order) will not be considered.

3.3 DELIVERIES AND INVOICING

Orders from any contract awarded as a result of this solicitation will be placed in the estimated minimum order quantities listed on each price line item description. Purchase orders will be faxed to contractors in advance. Original purchase orders including payment vouchers will be mailed to contractors. Payment vouchers must be submitted to DSS Accounts Payable for payment.

3.4 USDC CERTIFICATION

The bidder must refer to product specifications contained in this section and/or in the price line item description for any USDC requirements.

3.5 ADDITIONAL REQUIREMENTS

3.5.1 Items must be stacked on 48" x 40" four-(4) way grocery pallets before delivery will be accepted at DSS.

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

- 3.5.3 Items that are delivered on other than 48" x 40" four-(4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.
- 3.5.4 Pallet exchange is available.
- 3.5.5 Segregation of product is required (when applicable).
- 3.5.6 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.
- 3.5.7 Full pallets must be broken down to a maximum 51 inches in height by the carrier driver.
- 3.5.8 The contractor must deliver quantities awarded and ordered. The contractor cannot change quantities. Overages will be refused at the contractor's expense and shortages will be cause for formal complaint to the Contract Compliance and Audit Unit of the Division.
- 3.5.9 Prices submitted shall be net, FOB Destination for platform (dock) delivery to DSS only in the minimum quantity indicated in each line item description.
- 3.5.10 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from the DSS premises at contractor expense.
- 3.5.11 If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing. DSS reserves the right to cancel all or part of any such order and purchase the item or items elsewhere.
- 3.5.12 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, the State reserves the right to cancel all outstanding orders.
- 3.5.13 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase product elsewhere, charging any increase in price or handling to the contractor.
- 3.5.14 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may immigrate into the product or the product packaging rendering the product unacceptable for use. Presence of any of these conditions will be cause for complete rejection of the delivery. All frozen products shall be in a wholesome and sanitary condition with all cartons sealed at top and bottom and in sound condition at the time of delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product and prevent freezer burn or dehydration. Shipments shall be made in mechanically refrigerated trucks with refrigeration unit operational and interior of the unit at 0 degrees Fahrenheit or below.

- 3.5.15 Damaged Goods Upon Delivery: Shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS.
- 3.5.16 Unloading Time Limit: Once started, the unloading process may not extend beyond a three (3) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this three (3) hour unloading period has expired.
- 3.5.17 Delivery due dates are indicated for each item ordered on each PO issued and will take vendors ARO delivery requirement into account. Delivery may be made from Monday through Friday (excluding state holidays) from 7:30 AM on but must arrive in time for delivery to be completed by no later than 3:00 PM. No delivery appointments, trucks will be unloaded on a first come, first serve basis.
- 3.5.18 Packing Slip Requirement: All deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.

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

- 3.5.19 Special Instructions: From time to time DSS may issue special shipping instruction to the contractor, which will supersede the requirements set forth herein. These special instructions will be communicated to the contractor at the time that order is placed and may affect block patterns or carton marking. The contractor shall make adjustments as appropriate.
- 3.5.20 Carton (Case) Marking Requirement: All shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two adjacent sides so that palletized cartons may be easily identified. In addition to bid proposal specification requirements, the following must be included:

Contents (industry standard item description)
State contract number

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

- 3.5.21 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS.
- 3.5.22 Required Block Patterns:

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

- 3.5.22.2 Cases other than 6/#10 cans must be configured with an interlocking block pattern, which must be consistent throughout the load for like items. Stretch wrapping or taping is required for all palletized loads.
- 3.5.22.3 Palletized loads should be built to a maximum height of 51" for frozen products and 65" for non-frozen products.
- 3.5.22.4 Standards for height and block patterns can be obtained by calling DSS prior to delivery.

3.5.23 USDA Requirements (If required in this RFP and specified in Section 3.0 Scope of Work):

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

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

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

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

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

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

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

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

- 3.5.23.3 For all shipments (canned, dried or frozen) requiring certificates of grading (USDA – USDC) the certificate must accompany each delivery to DSS. Goods delivered without required certification may be rejected at vendor's expense.

Official USDA roll stamping on each case is also required for all shipments that require a USDA grading certificate. If shipment arrives with case stamping but no certification it will be placed on hold for a maximum of three (3) working days pending fax receipt of appropriate certificate. Failure to provide acceptable certification within 3 working days will result in this conditional acceptance being revoked and storage charges being assessed commencing on the fourth (4th)

day and continuing until the shipment is removed from DSS premises. Cash discount terms will be predicated on the date that the delayed certification is received. All costs of inspection and certification will be paid by the vendor.

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

3.5.24 Nutritional Data Sheets

The contractor must furnish nutritional data sheets of awarded items to DSS within five (5) days of contract award. Failure to do so may result in a formal complaint being filed for nonconformance. The contractor is to fax the nutritional data sheets to the attention of:

Mr. Kevin Ryan, Chief of Quality Assurance at DSS
Fax #609-530-3586

3.6 TECHNICAL SPECIFICATIONS

3.6.1 SPECIFICATIONS FOR FISH, FROZEN – LINE ITEMS #00001 - #00004

New Jersey Specification no. 2500-005-02

Frozen fish shall be of the current or latest season's pack. Frozen fish shall not be stored for more than 180 days from date when fish was initially frozen. Frozen fish shall be U.S. Grade A, consisting of clean, wholesome, uniformly shaped masses of cohering pieces (not ground) of fish flesh as specified in the proposal form.

The portions shall be in 4 ounce size cut (except for fishsticks which are 1 oz. portions) from fish blocks which have been made from skinless fillets or natural shaped 4 oz. Portions. No bones.

Four ounce portions shall have approximate dimensions of either 4" x 3 1/2" x 1/2" or 3" x 3" x 3/4". Each delivery must consist of uniform dimensions; no mixture of dimensions will be permitted.

Raw un-breaded portions shall not have a glaze. Breaded, precooked portions must meet USDC "Grade A" standards for percentage of breading and fish.

Condition at time of delivery and packaging:

All products shall be in a wholesome and sanitary condition at time of delivery, and shall be wrapped with clear cellophane wrap or wax paper over wrap, or in a printed wax impregnated box with self closure and finally packed in a sealed shipping carton, to seal the package completely and protect it from freezer burn and dehydration. All products shall be layer packed and separated with moisture and grease resistant dividers. Frozen products shall be in a thoroughly frozen state at time of delivery and shall not show any evidence of thawing and/or refreezing marking:

Shipping cases shall be plainly printed or stenciled on one end showing name of commodity, number and size of containers in the case.

Minced fish product is unacceptable for any item on this contract. Ocean perch to be a natural shaped, skinless, raw flaked and formed un-breaded product.

Inspection grading and acceptance:

All products must be packed under contract inspection of the United States Department of Commerce. An official USDC shield must appear on each container. Each container must also bear US Grade A shield.

An official certificate of the US Department of Commerce must accompany each delivery or be on file at the Distribution Center at time of delivery. The certificate must state the date of packaging.

Test:

The state reserves the right to make any test deemed necessary to determine that the product meets the requirements of the RFP specification. If product fails to do so, the delivery shall be rejected and must be replaced within 14 calendar days. If said replacement is not made the Purchase Bureau reserves the right to purchase product elsewhere, charging increase in price, if any to the contractor.

Delivery:

Shipments shall be made in mechanically refrigerated trucks. All products to be delivered FOB State of New Jersey Distribution & Support Services, 1620 Stuyvesant Avenue, Trenton, New Jersey.

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

Products shall be prepared, processed, packed, and packaged under modern sanitary conditions in accordance with good commercial practice.

All weights referred to in proposal are net weight. Distribution & Support Services weights shall govern.

3.6.2 SPECIFICATIONS FOR FISH NUGGETS, FROZEN, BREADED, PRECOOKED – LINE ITEM #00005

Frozen, Breaded, Precooked Fish Nuggets shall conform to the following requirements:

Fish specie:	AKA Pollock
Nugget size:	3/4 oz.
Weight of raw fish flesh per nugget:	0.46 oz.
Weight of cooked fish flesh per nugget:	0.36 oz.
Weight of batter and/or breading per nugget:	0.29 oz.
Packed:	200-215 nugget in 10 lb. Case

Shelf life: 180 days from date when initially frozen. Delivered product must have active shelf life of minimum 150 days at 32 deg f.

Nutritional requirements per 4.5 oz. serving (6 nuggets):

Calories: 200
Protein: 16 grams
Carbohydrates: 17 grams
Fat: 7 grams
Sodium: 335 mg

Chemical composition:

Moisture: 62.60%
Fat: 6.27%
Protein: 14.16%
Ash: 1.59%
Carbohydrates: 15.38%

Percentage of US RDA in 4.5 oz. serving (6 nuggets):

Protein: 25%
Thiamine: 10%
Riboflavin: 10%
Niacin: 10%
Iron: 8%
Calcium: 2%
Phosphorous: 35%

Vitamins & minerals in mg/100 gram

Vitamin B-1: 0.14
Vitamin B-2: 0.14
Niacin: 1.67
Calcium: 21.00
Iron: 1.37
Sodium: 294.00
Potassium: 283.00
Phosphorus: 308.00

3.6.3 SPECIFICATIONS FOR SURIMI, PRE-COOKED, FROZEN – LINE ITEM #00006

Scope:

This specification entails a frozen imitation crab meat / surimi product that is intended for institutional foodservice operations within the State of New Jersey. This product must be frozen, pre-cooked, and termed as “ready to eat”. It shall be provided in 4 / 2 ½ lb. vacuum packed and sealed plastic packages per 10 lb. master case. This product is intended to be a good source of protein within the menus and diets of the State institutions and agencies. Additional nutritional benefits that are expected from this product would be a good source of Vitamin B-12, along with the minerals of magnesium, phosphorus, and selenium.

Classification / Type:

The finished product shall be classified as a flake type imitation crab meat surimi. The product must be characterized as a pre-cooked product that is fully frozen at zero (0) degrees F. The finished product shall be termed and considered as “ready to eat”. Upon proper refrigerated thawing, the product shall be able to be prepared for many uses and be capable of being served either in the chilled state or cooked and warmed. As a general guide, the flake type generally presents approximate physical property dimensions of ½ inch to 1 inch in length and ¾ inch to 1 inch in diameter. The product is usually standardly cut at an angle.

Salient Characteristics – Product Description:

The frozen surimi product shall be manufactured from blended fish proteins and various texturizing ingredients to appear and taste similar to crab meat. The physical appearance of the surimi flakes shall strongly resemble actual crab meat in most properties especially texture, color, and flavor. Upon thawing, the product shall exhibit a moist, firm feel and overall appearance. The gel strength of the finished product must be indicative of a good quality surimi and must display good cohesion, firmness, and structure. The color of the body of the finished product shall be an opaque or translucent off-white with the exterior outer surface being a typical crab color of burnt red or burnt orange.

The fish protein portion of the product's basic ingredients must be comprised of a minimum of 60 % Alaskan Pollock with the ideal composition being 100 % Alaskan Pollock. The balance of fish protein can be derived from either Pacific Whiting, Cod, Hake, or actual shellfish protein. The sodium content shall be in the lower range of acceptability which shall meet the chemical analysis and nutritional requirements listed in the sections entitled below. All allergens must be properly accounted for and stated explicitly on the label with all other ingredients.

Raw Materials and Processing:

The final product must be processed properly and comply in accordance with the following general manufacturing guidelines. After proper mechanical separation of fish fillets, a mechanical deboner removes skin, scales, fins and bones. The Alaskan Pollock main fish protein constituent is assembled and minced into a paste. This paste is then washed repeatedly until the normal fish odors are completely eliminated. The gelatinous paste is mixed with several textural enhancing ingredients. These ingredients would include starch which improves texture greatly and stabilizes the gel matrix. Egg whites can also be added to help stabilize the mixture and upgrade the gel strength of the fish protein, while improving the look of the product in giving it a lustrous whiter appearance. Vegetable oils can also be added at this point while providing similar benefits to the texture. Flavorings are added which can be either natural or artificial or a combination of both. These flavorings are designed to re-produce the natural crab flavor for this surimi product. Since these flavorings can be sourced and extracted directly from crabs and shellfish matter, the labels on the finished packaging must state these as allergens appropriately. Sugar and sorbitol are also added to protect the gel formation from degradation especially after freezing. The colorants (made from carmine, caramel, and / or annatto extracts) are then mixed into a separate surimi paste and added appropriately during the manufacturing process. After subsequent production procedures of sheet-forming, initial cooking, and slitting / rolling into the final flake forms, the product is vacuum packaged in polyethylene, and then pasteurized in a steam apparatus which reduces bacterial numbers and growth and further extends shelf-life.

FDA / HAACP / USDC:

All processing, materials, preparation, packaging, freezing and storage must be performed in accordance with the Federal Food Drug and Cosmetic Act and all regulations promulgated thereof and all other Federal, State, and local laws and regulations. The surimi product shall be manufactured according to the established Hazard Analysis Critical Control Point (HAACP) system. The plant that the surimi is manufactured, processed, and packaged in, must be approved by the United States Department of Commerce (USDC). The processing plant, grounds, equipment, personnel practices, and sanitary practices utilized in the production of this final product shall be as such to absolutely minimize the possibility of contamination of the product through microbial growth, dust, pests, rodents, condensate, or other unsanitary sources.

Ingredients:

All ingredients shall comply with the Federal Food Drug and Cosmetic Act. The ingredients shall appear on the packaging label and must include the following, but not limited to: Alaskan Pollock, water, soybean oil, egg whites, starch (wheat, corn, or potato), flour, sugar, natural and / or artificial flavoring, flavoring extracts from crab, salt, sorbitol, sodium phosphates, disodium inosinate, disodium guanylate, and coloring agents such as carmine, caramel, annatto, or paprika. The following ingredients are permissible and optional:

Pacific Whiting, Cod, Hake, shellfish (crab meat), wheat gluten, flavoring extracts from oyster, scallops, or fish, hydrolyzed soy, corn and wheat proteins, rice wine, mirin wine, soy protein isolate, coconut oil, maltodextrin, tetrasodium pyrophosphates, potassium chloride.

No MSG or pork derived ingredients / raw materials can be utilized in the product formulation.

Chemical Analysis and Nutritional Requirements:

The finished product surimi shall be in compliance with the following chemical analysis and nutritional requirements:

Chemical Analysis:

<u>Test</u>	<u>Requirement</u>
Total Moisture Content	80 % maximum
Protein Content	7 % minimum
Fat Content	0 % to 1.50 %
Salt Content (NaCl)	1.35 % maximum

Nutritional Data: per 85 gram serving (3 ozs.)

Calories	65 to 110
Total Fat	0 grams to 1.25 grams
Saturated Fat	0 grams
Trans Fat	0 grams
Cholesterol	20 mg. maximum
Sodium	450 mg. maximum
Total Carbohydrates	10 grams to 17 grams
Sugars	3 grams to 7 grams
Protein	6 grams minimum

Finished Product - Palatability:

The finished product shall exhibit a pleasing appetizing appearance, odor, flavor, and texture whether eaten hot or cold. It shall be free from all defects and extraneous matter. The product must record a score of at least 7 on the Hedonic Palatability Scale of 1 through 9 when evaluated officially through the DSS Quality Assurance Unit.

Packaging / Labeling:

The finished product shall be pasteurized and then packaged in vacuum-packed 2 ½ lb. polyethylene sealed bags and immediately frozen to a temperature of zero (0) degrees F or below and stored accordingly until shipment to DSS. The master cartons shall contain a total of four (4) plastic packages of 2 ½ lbs. apiece for a total net weight of 10 lbs. per corrugated master case. The individual bags and master cases must be labeled with the item description, brand name, product code number, list of ingredients, and suitably coded with a pack date. Allergens must be listed on each label. The item shall be accepted at DSS if shipped within 6 months from the original pack date.

Shelf Life, Storage, and Thawing Instructions:

The total shelf-life for the frozen pre-cooked surimi / imitation crab meat product shall be a minimum of 18 months stored under the proper freezer conditions of zero (0) degrees F or lower. The product, when used, should be thawed under proper refrigerated conditions of 35 to 40 degrees F. The refrigerated product, unopened in its original hermetically sealed package, possesses a refrigerated shelf-life of 3 months. When the package is opened, it must be used within 3-5 days.

3.6.4 SPECIFICATIONS FOR SWAI FISH FILET, RAW, FROZEN – LINE ITEM #00007

Scope:

This specification entails farm raised frozen raw swai fish fillet portions that are intended for institutional foodservice operations within the State of New Jersey. The raw swai product (*Pangasius hypophthalmus*) shall be packed in 10 lb. cases of 3 to 5 ounce portions per case. The individual portion fillets must be between three (3) ounces and five (5) ounces in weight. The total weight of each master case must equal 10 lbs. exactly.

Salient Characteristics:

The finished fillets must be derived from raw material supplies of fresh farm raised swai that have been raised within surface floating cages in flowing river currents in the southern regions of the Socialist Republic of Vietnam. The fillets shall possess a natural white color and must be free from

any muddy or algae tastes that would be indicative of swai unsuitably raised in stagnant pond waters. The texture of the fillet shall be firm, coarse, and delicate. No artificial color enhancing processing shall be permitted within this product. Only the latest season's pack shall be acceptable.

Processing:

All processing shall be conducted strictly according to Good Manufacturing Practices (GMP) and the production facility must be approved by the NAFIQAC /NAFIQAVED (National Fisheries Inspection and Quality Assurance Center / National Fisheries Quality Assurance and Veterinary Directorate). Quality standards must be monitored properly from the capture/culture phase up to and including delivery to the processing factory and beyond. They must be completely in accordance with the International Organization of Standardization ISO 9000 standards for Quality Management Systems. The product shall be prepared from good quality swai fish that have been transported either live or freshly chilled immediately following the kill process of bleeding (same day arrival at plant). Immediately after the bleeding kill method, the whole fish shall be kept refrigerated at 40 deg. F or below until the scaling, eviscerating, skinning, and de-boning procedures. The rough filleting process shall be geared to finish produce 3-5 ounce portions by targeting the approximate ranges surrounding that weight. Final trimming shall produce the finished fillet size of 3-5 ounces. These rough fillets must also be completely free from any types of bone including pin bones, even if this requires hand finished trimming and removal. The fillets shall not contain bruises, must be naturally textured, and adequately drained at the completion of these procedures. These raw fillets must be tested according to HAACP standards for all related bacterial counts and must be in strict compliance. The completed fillets shall be of good quality, good odor, and completely free from parasites and foreign material. Glazing of the product is not permitted. The finished fillets shall not show any signs of gaping or separation of flakes within the fillets.

The finished product must be frozen immediately at zero (0) degrees F. or below IQF, or placed in a standard freezer area maintained at zero (0) degrees F. or below within two hours of the final processing steps. The completed fillets must be totally frozen to an internal temperature of zero (0) degrees F. or below within 72 hours or less after processing. Preparations shall then be made for final packaging in layer packed cases.

VASEP / HAACP / NAFIQAVED:

All processing, materials, preparation, packaging, freezing and storage must be performed in accordance with the Vietnam Association of Seafood Exporters and Producers (VASEP). The swai finished product shall be manufactured and processed according to the established Hazard Analysis Critical Control Point (HAACP) system and an official HAACP plant certificate number is required. The production facility must be approved by the NAFIQAVED. This processing and production facility along with the grounds, equipment, personnel practices, and sanitary practices utilized in the entire production of the final product, shall be as such to absolutely minimize the possibility of contamination of the product through microbial growth, parasites, dust, pests, rodents, condensate, impure water, or other unsanitary sources and be in strict adherence with Good Manufacturing Practices (GMP).

Microbiological Requirements:

The finished swai fillets must be in compliance with the following bacteriological requirements with methods approved by NAFIQAVED:

<u>Test</u>	<u>Requirement</u>
Total Plate Count	450, 000 CFU maximum
Coliforms	10 CFU maximum
Staphylococcus	10 CFU maximum
E Coli	Negative
Salmonella	Negative
Shigella dysenteriae	Negative
Vibrio cholerae	Negative

Chemical Analysis and Nutritional Requirements:

The finished raw swai product must be in compliance with the following chemical analysis and nutritional requirements:

Chemical Analysis:

<u>Test</u>	<u>Requirement</u>
Total Moisture Content	80 % maximum
Protein Content	12 % minimum
Fat Content	2 % to 4.5 %

Nutritional Data: per 100 gram serving (3.5 ozs.)

Calories	80 to 110
Total Fat	2 grams to 4.5 grams
Saturated Fat	0 grams to 1.5 grams
Trans Fat	0 grams
Cholesterol	55 mg. maximum
Sodium	90 mg. maximum
Total Carbohydrates	0 grams
Sugars	0 grams
Protein	12 grams minimum

Finished Product and Acceptability:

The maximum storage limit for the frozen swai shall not be in excess of 120 days (4 months) from the packaging date to the actual time of delivery to the State of New Jersey DSS Distribution Center. All transporting and frozen storage of product must be in compliance with good manufacturing commercial practices. The internal and external temperature of the product and the master cases shall not exceed 0 degrees F. generally during the transport or truck delivery to DSS. The temperature of the transport cargo area may fluctuate during the short time intervals of loading and unloading to a maximum of + 10 degrees Fahrenheit.

There shall be no evidence when delivered to DSS of product thawing or re-freezing. DSS QA Inspection will check all conditions upon arrival of the shipment, including infrared laser thermometer temperature readings.

Packaging / Labeling:

The finished product shall be in a wholesome and sanitary condition at the time of delivery to DSS. The 3 to 5 ounce portions shall be layer packed and separated adequately with suitable liner material. Each corrugated master case must contain a total net weight of exactly 10 lbs.

The master cases must be labeled with the complete item description, brand name, product code number, and list of ingredients. At a minimum, the cases must be suitably stencil or stamp coded with a Julian pack date code or regular calendar pack date. The item shall be accepted at DSS if shipped within four (4) months from the original pack date.

Palatability:

The finished product shall exhibit a pleasing and appetizing white appearance. Very slight tannish white is acceptable. The odor, flavor, and texture must be inherent for good quality swai fillets. The product must record a score of at least 7 on the Hedonic Palatability Scale of 1 through 9 when evaluated officially through the DSS Quality Assurance Unit.

Shelf Life and Storage:

The total shelf-life of the frozen raw swai portions shall be a minimum of 12 months stored under the proper freezer conditions of zero (0) degrees F or lower.

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/10x21089.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 BID SUBMITTAL INSTRUCTION-EBID VS NON EBID

4.3.1 EBID SUBMISSION OF BID PROPOSAL

If submitting an eBid, hard copy submittal is not required. Instructions to enroll and submit eBids are located at <http://ebid.nj.gov>.

If both eBid and a hard copy of the bidder's proposal are submitted, the eBid proposal will prevail in the event of a discrepancy between the electronic and paper versions.

4.3.2 NON EBID SUBMITTAL

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

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

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.

4.4.3.2 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for pricing lines #00006 & #00007 for evaluation and testing purposes are to be made available at no charge and delivered to DSS, at the bidder's expense. The bidder must, within five (5) working days following a request from the

State, submit bid samples to DSS. Bid samples will not be returned. QAL at DSS will conduct laboratory tests to assure that the bid samples submitted for pricing lines #00006 & #00007 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 #00006 & #00007. The testing results of the State are final.

A Qualified Product List (QPL) is being used in this procurement for pricing line #00001 through #00005. The bidder shall only bid a product on the QPL in response to this RFP. Any other submission will not be considered. A bidder offering a qualified brand may, at the State's option, be required to submit a bid sample for evaluation and testing. The bidder must, within five (5) working days following a request from the State, submit a bid sample to DSS. A sample submitted will not be returned. QAL at DSS will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Vendors seeking to add brands/models not on the current QPL for future contract reprocurements can contact the buyer for this RFP after contract award. QAL at DSS will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurement. Samples will not be returned. The testing results of the State are final. Only those products tested and approved after contract award and prior to issuance of the next RFP may be added to the QPL for the next reprocurement.

Palatability Testing

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

4.4.3.3 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.

4.4.4 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 ninety (90) 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.

4.4.5 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

4.4.5.1 Line items #00001 through #00007 will be evaluated and awarded on an individual line item basis. Bidders may bid on any one or more line items found on the price sheets to be considered for award.

4.4.5.2 As stated in Section 4.4.4, the information requested on the RFP's pricing lines must be in sufficient detail. Phrases such as "various packers", "and others", "to be provided at time of purchase order", or names of countries are not acceptable and will be cause for bid proposal rejection.

4.4.5.3 The State requires delivery within 30 days after receipt of order (ARO). Bidders who offer less than 30 days ARO must specify their delivery lead time on Item #17 of the signatory page. Delivery times greater than 30 days ARO will not be considered.

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 six (6) 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 two (2) 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 ninety (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

DSS is authorized to order and the contractor/contractors is/are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by DSS 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.

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 RFP.

5.11 PUBLIC WORKS CONTRACT-ADDITIONAL AFFIRMATIVE ACTION REQUIREMENT

N.J.S.A. 10:5-33 requires that:

During the performance of this contract, the contractor agrees as follows:

a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action

shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

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

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price

6.1.2 Experience of the bidder

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

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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.

6.2.1 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 6.4 below, the Director reserves the right to negotiate price reductions with the selected vendor.

6.3 BID DISCREPANCIES

In evaluating bids:

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

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee

and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Not applicable to this RFP.

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies this RFP.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 07/27/07 of the RFP, unless previously approved by the Director and the Treasurer.

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 award[s] shall be made on an individual line item basis with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

7.4 PERFORMANCE BOND

Not applicable to this RFP.

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.