



Request for Proposal 08-X-39691

For: Fresh Fruit & Vegetables- Statewide & South Woods Processing- ONLY

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	12/17/07	5:00 PM
Mandatory Pre-bid Conference	N/A	N/A
Mandatory Site Visit	N/A	N/A
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	01/03/08	2:00 PM

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

<p>Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)</p>	<p>Status</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p><input type="checkbox"/> Entire Contract</p> <p><input type="checkbox"/> Partial Contract</p> <p><input type="checkbox"/> Subcontracting Only</p>	<p>Category</p> <p><input type="checkbox"/> I</p> <p><input type="checkbox"/> II</p> <p><input type="checkbox"/> III</p>
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RFP Issued By

Various Using Agencies & Southwoods

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

State of New Jersey
Cooperative Purchasing Members

Date: December 1, 2007

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various State Using Agencies. The purpose of this RFP is to solicit bid proposals for fresh fruit and vegetables, delivered, within a designated zone within New Jersey, F.O.B. to various agencies.

The intent of this RFP is to award a primary contract, a secondary contract and a tertiary contract where available for each of **four (4)** designated zones, to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

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

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

1.2 BACKGROUND

This is a **MULTI-YEAR** re-procurement of the **FOODS: Fruits and Vegetables, Various Using Agencies, Statewide** term contract, presently due to expire on **February 29, 2008**.

Bidders who are interested in the current, active, contract specifications and pricing information may review the current contract (**Enter T #1353**) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

****It is the intention of the Division of Purchase and Property to encourage and promote to the maximum extent practicable the purchase of "Jersey Fresh," "Jersey Grown," and other agricultural food products and commodities grown or raised in New Jersey. During the term of this contract, it may be determined, that it is in the best interest of the State of New Jersey Departments, including AgrIndustries, to procure individual requirements that are distressed "Jersey Fresh", or from over-produced "Jersey Grown" crops.*

1.2.1 SOME NOTABLE CHANGES:

Participating bidders will see that this bidding opportunity has changed considerably since the last time that these items were placed out to bid. Therefore, please thoroughly read the entire RFP including, but not limited to, Section 3.0 in its entirety, the price sheets with the respective commodity code descriptions; Section 2.2 definitions and Section 4.4.7, 4.4.8 and 6.1 ALL subsections.

Notable changes include, but are not limited to:

- a) A fourth zone for AgrilIndustries;**
- b) NEW fruit and/or vegetable price lines;**
- c) Price lines requesting discounts or markups to ranges of pricing for “OTHER-THAN-SPECIFIED” fresh fruits and vegetables to be ordered by the case/bulk carton/sack;**
- d) Contracts awarded which shall be multi-year contracts for each Zone; at minimum, for two (2) years, (with the option to extend.)**
- e) Refined- method of bidding instructions and pricing and invoicing instructions.**

The resulting contracts for **Zones 1, 2 and 3** will service Using Agencies within a geographic zone and their respective ongoing needs for fresh fruit and vegetables.

The resulting contracts for **Zone 4** will service (exclusively) South Woods’ critical need for continual and timely deliveries. Each delivery must contain the suitable level of perishable raw produce supply that is requested by AgrilIndustries to meet the **ongoing production** operation at South Woods State Prison.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml).

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State

proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

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

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

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the Supervisor of the Business Unit. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

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

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

2.2 CONTRACT SPECIFIC DEFINITIONS

AMS- Agricultural Marketing Service- Homepage is available at: <http://www.ams.usda.gov/>. The Agricultural Marketing Service includes six commodity programs--Cotton, Dairy, Fruit and Vegetable, Livestock and Seed, Poultry, and Tobacco. The programs employ specialists who provide standardization, grading and market news services/reports for those commodities. They enforce such Federal Laws as the Perishable Agricultural Commodities Act and the Federal Seed Act.

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

Campylobacter jejuni- The leading cause of bacterial diarrhea. Contaminates raw chicken and milk. Can be cross-contaminated into uncooked foods. The bacteria are often carried by healthy cattle and by flies on farms.

Carlot Equivalent- the quantity of an individual product customarily loaded in common highway trailers.

CDC- Center for Disease Control can be accessed via: <http://www.cdc.gov/>.

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

Condition- Changeable factors including firmness, freshness, crispness, tenderness and/or deterioration through disease progression, decay, ripeness, etc. The degree of soundness of the product, subject to change by variables including but not limited to age, improper storage, handling or refrigeration. [Grade covers the condition at time of grading within a range of tolerances.]

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

Cryptosporidium- Microscopic parasites resistant to chlorine that are found in soil, food and water sources.

E-coli- Escherichia Coli; bacterial pathogen that causes food poisoning [sometimes fatal] in human consumers following consumption of food or water contaminated with microscopic amounts.

Fruit and Vegetable Market News- Access to the electronic AMS - USDA Market News portal is available through <http://marketnews.usda.gov/portal/fv>.

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

“Jersey Fresh”- “Jersey Grown” – Produce grown on local New Jersey farms. The Jersey Fresh Quality Grading program boasted 287 participants for the 2005 growing season. Participants pass an NJDA-USDA Good Agricultural Practices/Good Handling Practices Third Party Audit. In 2005 there were 21 New Jersey packers/producers that successfully completed the GAP/GAH Third Party Audit. Packers’ containers bear the GAP/GAH logo and their NJ license number.

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

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

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

PAC Act- Perishable Agriculture Commodities Act- Requires those selling fresh fruits and vegetables to have a license from the U.S. Department of Agriculture This Act defines marketing terminology and fresh produce business standards.

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

Pricing Range- Where pricing is shown as a range, the average of the low price and the high price will be used as the base index on which the plus or minus margin is calculated. Any prices or word references to other pricing including but not limited to words such as “few”, “mostly”, “some”, “occasionally, or “fine appearance” will not be considered in determining the average price. The average will be determined strictly in accordance with the actual range shown.

For example: Grapes – U.S. One Thompson Seedless Large 25.00 – 28.00 mostly 28.00 some 30.00. The average will be determined using the range of \$25.00 – \$28.00.

In addition, the bidder is to provide a discount, net or mark-up for **“other-than-specified”** fresh fruit and vegetables on the price lines within each of the 4 Zones requesting these values. Each line within a zone indicates a dollar range, as noted. The discount, NET, or mark-up for “other-than-specified” items shall be applied to the Philadelphia Terminal Market published per case/carton price (from the reporting day prior to the ordering date) for all other fruits and vegetables not listed as independent price lines within a given Zone/grouping.

For example, in November, (the Friday after the Thanksgiving holiday), the Using Agency places an order for Pineapple (6ct per carton), when the prior reporting day (in this case the Wednesday before the Thanksgiving day holiday) has a published range stated as: 9.00-12.00 mostly 10.00-11.00 few 8.00; The range that the calculation is based upon is \$9.00 - \$12.00. In November, the calculation is based upon the average of \$9.00 and \$12.00 (or \$10.50) plus or minus the discount or mark-up the vendor bid for
the Average Price: > \$5.00 to ≤ \$12.50.

However, in May- the Using Agency places an order on the day after the Memorial Day holiday weekend (Tuesday)- for Pineapple (6ct per carton), the prior reporting

day (Friday before the Memorial Day holiday) may have a published range stated as: 12.00 -14.00 mostly 13.00 – 14.00 few low as 10.00. Therefore, in May, the calculation is based upon the average of \$12.00 and \$14.00 (or \$13.00) plus or minus the discount or mark-up the vendor bid for the Average Price: > \$12.50 to ≤ \$19.00.

Quality- Produce's quality is based upon steady characteristics such as size, shape, maturity, color and limited or freedom from insect damage.

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

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

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

The State of New Jersey intends to award one primary contractor and one secondary contractor and one tertiary contractor **per zone** for the delivery of produce [fruits and vegetables] to various Using Agencies within Zones designated as 1-North, 2-Central, 3-South, as well as 4- delivery direct to AgriIndustries for the South Woods State Prison in Bridgeton. Award will be contingent upon the net cost of a market basket [consumption model], after taking into account the plus or minus margins in dollars, to the index reported for the produce items listed.

The consumption model/market basket will be made available at the bid opening.

Using Agencies will utilize the primary contractor only, however, the secondary contractor may be used in those situations where the primary contractor is unable to make an adequate delivery of necessitated items within the A.R.O.-F.O.B. time stated in the primary contractor's contract. In turn, the tertiary vendor shall be utilized where the primary vendor and then the secondary vendor have both been unable to make an adequate delivery within the time stated in their respective contracts.

This contract and the discount and/or markup per line item shall be directly related to the posted Philadelphia terminal prices as provided by the *Fruit and Vegetable Marketing Service Reports*, USDA, available at: <http://marketnews.usda.gov/portal/fv> .

*NOTE: The **Reporting City** is **Philadelphia**.

All fresh vegetable and fruit produce to be purchased under this contract are described in Section 3.3.2, elsewhere within this RFP text, and on the Bidder's price sheets annexed to this text.

3.1 QUANTITIES/DELIVERY REQUIREMENTS

All Using Agencies may request a change in delivery frequency and may vary the number of case units ordered each time an order is placed. To accommodate satellite offices and smaller Using Agency quantities, the minimum order amount shall be \$200.00 per order.

The State will be obligated only for the quantities on orders issued as a result of this contract. All deliveries will be made to the Using Agency, within the time frame that the bidder has specified in the bid submission; the delivery time shall not exceed seven (7) calendar days A.R.O., F.O.B. into the Using (ordering) Agency's store room for room temperature held produce and/or into refrigeration units as applicable for the perishable and cold-temperature controlled produce.

ZONES 1, 2 and 3 (Price Lines 00001 - 00045, as grouped by Zone):

Quantities and frequency of delivery will vary by Using Agency. Delivery time shall be specified for each Zone in the spaces provided on **Price Line 00015 (Zone 1-North), Price Line 00030 (Zone 2-Central), and Price Line 00045 (Zone 3-South).**

ZONE 4 (Price Lines 00046 - 00081, inclusive):

Quantities for the processing facility (as shown on the Bidder's price sheet, where available, grouping for Zone 4) are estimated based on recent term usage during a standard six-week cyclical menu. This is a high volume purchasing facility. This Using Agency typically will place two orders per week totaling approximately those quantities noted on the price sheet. Certain items are ordered at increased amounts when they are in season, however, these items may be ordered at other times of the year in smaller quantities and less often [i.e.: melon varieties].

AgrilIndustries, South Woods processing facility, may request an increase in delivery frequency or the number of units ordered than as estimated. **Delivery time shall be specified for Zone 4 and noted in the space provided on Price Line 00080 (Zone 4-AgrilIndustries ONLY).**

3.2 VENDORS' TRANSPORT REQUIREMENTS

3.2.2 USING AGENCY: DELIVERY INFORMATION

DELIVERY CHARGES ARE (F.O.B.) INCLUDED IN THE BID PROPOSAL.

To minimize rough handling and bruising of produce, vendor/transport personnel shall provide suitable materials-handling equipment, such as hand trucks or semilive skids with a jack.

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

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

3.2.2.1 NORTH ZONE- ZONE 1

As per **Line Item #00001** through **Line Item #00015** on the bidders' price sheet:

Bergen County	Morris County	Union County
Essex County	Passaic County	Warren County
Hudson County	Sussex County	

Below is a sample of the State Using Agencies that may be interested in utilizing the contract for this zone:

North Zone 1 Delivery

State Agency & County Located In	Population Count/#	Facility Address City, State, Zip Code	Phone Number	Fax Number
Greystone Park Psychiatric Hospital Morris County	646	Central Av Greystone Park, NJ 07950	973-538-1800 EXT 4309	973-538-1053
North Jersey Development Center Passaic County	445	Minnisink Rd Totowa, NJ 07511	973-256-1700 EXT 2339	973-256-7651
Cedar Grove Residential Center Essex County	30	240 Grove Avenue Cedar Grove, NJ 07009	201-857-0200	
Veterans Memorial Home PARAMUS /Bergen County	336	1 Veterans Drive Paramus, NJ 07653- 0608	201-634-8200	201-967-8658
Northern State Prison Essex County	2648	168 Frontage Road Newark, NJ 07114	973-465-0068	973-274-9113
Warren Residential Community Home Warren County	34	509 Brass Castle Rd Oxford, NJ 07863	908-453-2032	908-453-4234
Essex Residential Community Home Essex County	30	461-63 Central Av Newark, NJ 07107	973-648-7078	973-648-6133
Green Residential Community Home Passaic County	32	1311 Sloatsburg Rd Ringwood, NJ 07456	973-962-4693 Ext: 27	973-962-4525
Elizabeth Day Program Union County	40	208 Commerce Pl Elizabeth, NJ 07201	908-965-2640	908-292-9743
Liberty Hudson Day Program Hudson County		30-32 Central Av. Jersey City, NJ 07206	201-217-7135	201-217-7238

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

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

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

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

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

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

3.2.2.2 CENTRAL ZONE- ZONE 2

As per **Line Item #00016** through **Line Item #00030** on the bidders' price sheet:

Burlington County	Middlesex County	Ocean County
Hunterdon County	Monmouth County	Somerset County

Mercer County		
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Listed below is a sample of the State Using Agencies that may be interested in utilizing the contract for this zone:

Central Zone 2 Delivery

State Agency & County Located In	#	Facility Address	Phone Number	Fax Number
Arthur Brisbane Child Treatment Center Monmouth County	30	Allaire Rd Farmingdale, NJ 07727	908-938-5061	908-938-9202
Green Brook Regional Center Somerset County	123	275 Greenbrook Road Green Brook, NJ 08812	732-968-6000	732-968-0373
Hunterdon Developmental Center Hunterdon County	637	40 Pittstown Rd Clinton, NJ 08809-4003	908-735-4031	
New Lisbon Developmental Center Burlington County	708	Route 72 New Lisbon, NJ 08064	609-726-1000 EXT 4139/4140	609-726-1159
Trenton Psychiatric Hospital Mercer County	317	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Forensic - Part of Trenton Psychiatric Mercer County	129	Sullivan Way West Trenton, NJ 08628	609-633-1619	609-396-5701
Katzenbach School for the Deaf Mercer County	230	320 Sullivan Way West Trenton, NJ 08628	609-530-3117	609-530-5791
Ewing Residential Center Mercer County	30	1610 Stuyvesant Avenue Trenton, NJ 08618	609-530-3350	
A.C. Wagner Youth Correctional Burlington County	1331	Ward Av. Bordentown, NJ 08505	609-298-0500	609-298-2172
Edna Mahan Correctional Facility for Women , Hunterdon County	1112	30 County Route 513 Clinton, NJ 08809	908-735-7111	908-735-5473
Voorhees Residential Community Home Hunterdon County	27	201 Route 513 Glen Gardner, NJ 08826	908-638-4677	908-638-4670
G.W. Hagedorn Psychiatric Hospital Hunterdon County	181	200 Sanitorium Rd Glen Gardner, NJ 08826	908-537-2141 EXT 2224	908-537-3149
Garden State Youth Correctional Facility Burlington County	1674	Highbridge Road Yardville, NJ 08620	609-298-6300	609-324-9460
Mid-State Correctional Facility Burlington County	638	Range Road Wrightstown, NJ 08562	609-723-4221	609-723-1091
Mountain View Youth Correctional Facility Hunterdon County	1250	31 Petticoat Lane Annandale, NJ 08801	908-638-6191	908-638-9881
New Jersey State Prison Mercer County	1955	3rd and Federal Streets Trenton, NJ 08625	609-292-9700	609-777-8366
Stabilization & Reintegration Program Burlington County	116	Route 72 New Lisbon, NJ 08064	609-726-0804	609-726-0896
Albert Elias Residential Community Home , Mercer County	20	188 Lindbergh Rd Hopewell, NJ 08525	609-466-0740	609-466-4612
D.O.V.E.S. Residential Community Home Burlington County	12	307 Burlington St. Bordentown, NJ 08505	609-324-3617	609-324-0955

Edison Prep Residential Community Home , Mercer County	24	1212 Edgewood Av. Trenton, NJ 08618	609-777-3292	609-777-2974
Fresh Start Residential Community Home Monmouth County	28	4240 Atlantic Av; Farmingdale, NJ 07727	732-938-2500	732-938-4678
Ocean Residential Community Home Monmouth County	30	Game Farm Road Forked River, NJ 08731	609-693-5498	609-693-1854
Valentine Residential Community Home Burlington County	30	307 Burlington St Bordentown, NJ 08505	609-324-3617	609-324-0955
Johnstone Campus Burlington County	290	307 Burlington St Bordentown, NJ 08505	609-324-6102	609-324-3221
Monmouth Day Program Monmouth County	16	114 Hwy 33 Manalapan, NJ 07726	732-577-8509	732-577-1647
NJ Training School for Boys Middlesex County	300	State Home Rd, Box 500 Monroe Twp, NJ 08831	732-521-0030 Ext.: 243	732-521-1738
East Jersey State Prison Middlesex County	1928	U.S. Rt 1/ Rahway Av Rahway, NJ 07065	732-499-5010	732-499-2078
Woodbridge Developmental Center Middlesex County	613	Rahway Avenue Woodbridge, NJ 07095	732-815-4880	
Woodbridge Developmental Child Diagnostic Center , Middlesex County	35	15 Paddock St Avenel, NJ 07001	732-499-5050	732-815-4874
Adult Diagnostic Center Middlesex County	679	8 Production Way Avenel, NJ 07001	732-574-2250	732-396-8214
Veterans Memorial Home MENLO PARK /Middlesex County	332	132 Evergreen Road Edison, NJ 08818-3013	732-452-4100	732-603-3016
Central Reception & Assignment Facility Mercer County		721 Bear Tavern Rd Trenton, NJ 07628	609-530-2758	609-530-2756

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

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

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

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

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

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

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

3.2.2.3 SOUTH ZONE- ZONE 3

As per **Line Item #00031** through **Line Item #00045** on the bidders' price sheet:

Atlantic County	Cape May County	Gloucester County
Camden County	Cumberland County	Salem County

Listed below is a sample of the State Using Agencies that may be interested in utilizing the contract for this zone:

South Zone 3 Delivery

State Agency & County Located In	#	Facility Address	Phone Number	Fax Number
Ancora Psychiatric Hospital Camden County	619	202 Spring Garden Rd Ancora, NJ 08037-9699	609 561-1700	609 567-7397
Vineland Developmental Center Cumberland County	658 + 58 Spec pop	1676 East Landis Av Vineland, NJ 08360	609-696-6000 609-696-6155 609-696-6154	609-696-6056
Woodbine Developmental Center Cape May County	587	1175 DeHirsh Av Woodbine, NJ 08270	609-861-2164	609-861-0081
Vineland Residential Center Cumberland County	30	2000 Maple Avenue Vineland, NJ 08360	609-696-6115	609-696-6620
Veterans Memorial Home VINELAND , Cumberland County	280	524 North West Blvd Vineland, NJ 08360- 2895	856-405-4200	856-696-6885
Bayside State Prison Cumberland County	2304	4293 Route 77 Leesburg, NJ 08327	856-785-0040	856-785-0377
Riverfront State Prison Camden County	1009	Delaware Av. & Elm St. Camden, NJ 08101	856-225-5700	856-225-5731
Southern State Correctional Facility Cumberland County	1946	4295 Route 47 Delmont, NJ 08314	856-785-1300	856-785-0396
Camden Community Service Center Camden County	50	555 Atlantic Ave Camden, NJ 08103	856-614-2658	856-614-2670
Campus Program Camden County	40	508 Lakeland Rd Blackwood, NJ 08012	856-227-0960	856-228-4208
Manor Woods Residential Community Home , Atlantic County	24	RR #20 Mays Landing, NJ 08330	609-625-1842	609-625-8630
Pinelands Residential Community Home Burlington County	18	3016 Route 563 Chatsworth, NJ 08019	609-518-3080	609-726-9678
Atlantic Youth Center (Harborfields) Atlantic County	34	800 A Buffalo Av Egg Harbor, NJ 08215	609-965-5200	609-965-7962
Life Skills & Leadership Academy Camden County	40	800 Carranza Rd Tabernacle, NJ 08088	609-268-1424	609-268-6527

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

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

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

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

3.2.3 AGRINDUSTRIES-ONLY; PROCESSING FACILITY- ZONE 4: DELIVERY INFORMATION

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

As per **Line Item #00046** through **Line Item #00081** on the bidders' price sheet:

South Woods State Prison Cumberland County	3360	215 South Burlington Rd. Bridgeton, NJ 08302	856-459-7000	856-459-7531
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Note: in an emergency that impacts this Using Agency, an alternate delivery site shall be provided by the Using Agency to the contractors.

3.2.4 REFRIGERATION/CLIMATE CONTROL

Product temperature FOR EACH LINE ITEM must be maintained at a suitable temperature to maintain freshness, quality, shelf life and nutritional value. Product shall be transported in a climate-controlled container regulated to keep the item(s) in good condition, and in accordance with the current US Department of Agriculture guidelines and food handling practices during all stages of processing, distribution and storage. Produce may pass through mechanically chilled “holding rooms” and ripening rooms where applicable.

Transportation of fresh perishable produce shall be made in mechanically refrigerated trucks with the refrigeration equipment operating and the interior of the refrigeration unit not to exceed the temperature specified below. Contractor will assure that all products are processed, packaged and stored in humidity elevated [85% - 95%], ventilated (air circulating), refrigerated areas that are sufficient to maintain product quality/excellence until delivery of product into the using agency's refrigerator as the product requires for safe food handling. Refrigeration may include icing of produce with potable ice where feasible and where iced product does not drip on pallets of produce stored below.

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

The contractor will be responsible for delivering **chilled/refrigerated perishable produce**. Refrigerated produce items are not to exceed an internal temperature of 35°F or reach an internal temperature lower than 32°F [temperature for refrigerated items is not to exceed **32°F - 35°F** in the cargo hold of mechanically refrigerated truck transporting/delivering these items].

Refrigeration system condensation shall not come in contact with the produce.

The finding of any evidence of deterioration: due to mishandling, freezing, fungus or moderate amounts of wilting caused by insufficient refrigeration or humidity control during transport shall be unacceptable and may be sufficient cause for the refusal by the Using Agency of the flawed product.

Fruit whose quality will be adversely impacted by temperatures 35° F or below [i.e. bananas, avocados] should not be transported in cold temperatures that shall effect the items quality.

3.3 PRODUCT QUALITY

Products shall arrive from suppliers that have passed a third party audit verification of GAP (USDA Good Agricultural Practices) and/or GHP (USDA Good Handling Practices).

General- All products offered as meeting the specification requirements must arrive at the Using Agency in pristine packaging and delivery containers with the product(s) delivered in excellent condition. The delivery containers shall be free from any unsanitary condition caused by the presence of harmful microorganisms, Specified Risk Materials or chemical residues, or filth that could adulterate, cross contaminate and diminish the quality of the produce/food.

Commodity substitution [Grade, variety, size, etc.] outside of the terms of this RFP may result in:

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

Rejection of product shall require:

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

3.3.1 GRADING/ENDORSEMENTS

Quality standards and USDA grading endorsement parameters for fresh vegetables may be found at <http://www.ams.usda.gov/standards/vegfm.htm>.

Quality standards and USDA grading endorsement parameters for fresh fruit are available at <http://www.ams.usda.gov/standards/frutmrkt.htm>.

Additional specification information is noted on attached pricing sheet and must be adhered to along with the specification information provided herein the main RFP document.

3.3.2 FRESH PRODUCE GRADING

Classified as a Fruit or Vegetable based on Fruit and Vegetable Marketing Report classification.

ZONES: North-1, Central-2 & South-3

LINES (last 2-digits noted)			Commodity	Grading (Minimum)	Size/Yield & Packaging
N:1	C:2	S:3	FRESH FRUITS	◀	
01	16	31	Apples, Any Variety	US Grade 1	100 or 113 per case/carton
02	17	32	Oranges, Any Variety	US Grade 1	100 or 113 per case/carton
03	18	33	Bananas, Green, Dessert {non-cooking}	Class I	138/140 per case/carton
▶			FRESH VEGETABLES	◀	
04	19	34	Cabbage, Green, Head – Pre-trimmed	Commercial	50 lb bag/box
05	20	35	Iceberg Lettuce – Pre-trimmed	US Grade 1	24 heads per box Loose pack (no cello)
06	21	36	Celery, Stalks	US Grade 1	18-24 count/box: 50 lbs

07	22	37	Carrots, Jumbo- Greens off	US Grade 1	50 lb bag/box
08	23	38	Onions, Spanish: White or Yellow, min 3 ½" ea	Commercial	50 lb bag
09	24	39	Peppers, Sweet Green Bell, or Suntan	US Grade 1	30 lb carton
10	25	40	Romaine Lettuce, Head - Trimmed	US Grade 1	24 heads per carton/crate Loose pack (no cello bags)
▶			Non-Specified Fresh Produce Items-Avg Price	◀	
11	26	41	Avg Price ≤ \$5.00 per case	US Grade 1	Per Bulk carton/crate/sack
12	27	42	Avg Price > \$5.00 and ≤ \$12.50 per case	US Grade 1	Per Bulk carton/crate/sack
13	28	43	Avg Price > \$12.50 and ≤ \$19.00 per case	US Grade 1	Per Bulk carton/crate/sack
14	29	44	Avg Price. > \$19.00 and ≤ \$ 28.50 per case	US Grade 1	Per Bulk carton/crate/sack
15	30	45	Avg Price > \$28.50 per case	US Grade 1	Per Bulk carton/crate/sack

ZONE 4 – AgriIndustries ONLY (South Woods)

LINES #00046 -00081	Commodity	Grading (Minimum)	Size/Yield & Packaging
▶	FRESH VEGETABLES	◀	
46	Broccoli, Bunch Heads, trimmed	US Grade 1	9-14 heads per carton
47	Cabbage, Green, Head - Pretrimmed	Commercial	50 lb sack/carton/crate
48	Cabbage, Red, Head - Pretrimmed	Commercial	50 lb sack/carton/crate
49	Carrots, Jumbo- Topped-Greens off, loose	US Grade 1	50 lb sack/carton
50	Cauliflower, White, Heads, trimmed	Commercial	14 heads per carton
51	Celery, Stalks	US Grade 1	24-36 count/carton-50 lbs
52	Cucumbers, Traditional, Waxed, Large	US Grade 1	1-1/9 bushel carton/crate
53	Escarole	US Grade 1	24 heads per carton/crate Loose pack (no cello)
54	Iceberg Lettuce – Pretrimmed	US Grade 1	24 heads per carton/crate Loose pack (no cello)
55	Mushrooms, White, Mature, Medium,	US Grade 1	10 lb boxes
56	Onions, Spanish: White/ Yellow, min 3 ½" ea Large/Jumbo	Commercial	50 lb bag/carton
57	Peppers, Sweet Green Bell, Large/X-Large	US Grade 1	25-30 lb carton/crate
58	Potatoes, Baking; Approx: 8 oz each	Commercial	50 lb box- approx:100 ct
59	Potatoes, Sweet, Medium, Firm	Commercial	40 lb cartons
60	Romaine Lettuce	US Grade 1	24 heads per carton/crate Loose pack (no cello)
61	Tomatoes, 5x6 or 6x6; Vine-ripened, Red Firm, X-Large	US Grade 1	20-25 lbs per carton
▶	FRESH FRUITS	◀	
62	Apples, Any Variety, firm, loose	US Grade 1	100 or 113 per 40 lb box
63	Bananas, Green Dessert {non-cooking}	Grade 1	138/140 per 40 lb carton
64	Bananas, Petite, Green Dessert {non-cooking}	Grade 1	150 per 40 lb carton
65	Cantaloupe (musk) Melon	Commercial	15 per carton/crate
66	Grapefruit, White or Color	US Grade 1	@ 56 ct per carton
67	Honeydew Melon	Commercial	6 per carton/crate
68	Lemons	US Grade 1	@ 115 per carton
69	Oranges, Any Variety,	US Grade 1	100/113 per carton
70	Pears, FIRM, D' Anjou, Bartlett, Bosc, Seckel, Comice, etc.	US Grade 1	100 per carton
71	Watermelon, seeded	US Grade 1	3 per case
72	Watermelon, seeded	US Grade 1	4 per case
73	Watermelon, seeded	US Grade 1	24 inch bin, as specified
74	Watermelon, seedless	US Grade 1	3 per case

75	Watermelon, seedless	US Grade 1	4 per case
76	Watermelon, seedless	US Grade 1	40-45 ct per bin
	Non-Specified Fresh Produce Items- Avg Price	◀	
77	Avg Price ≤ \$5.00 per case	US Grade 1	Per Bulk carton/crate/sack
78	Avg Price > \$5.00 and ≤ \$12.50 per case	US Grade 1	Per Bulk carton/crate/sack
79	Avg Price > \$12.50 and ≤ \$19.00 per case	US Grade 1	Per Bulk carton/crate/sack
80	Avg Price > \$19.00 and ≤ \$ 28.50 per case	US Grade 1	Per Bulk carton/crate/sack
81	Avg Price > \$28.50 per case	US Grade 1	Per Bulk carton/crate/sack

Fresh fruit and vegetables shall be:
Cool to the touch;
Of a reasonably uniform color;
Free from foreign flavor and odor;
Normally developed;
Free from objectionable matter;
Clean and free from foreign material.

Fresh fruit and vegetables shall be reasonably free from:
Extraneous vegetable material
Stem ends
Rot
Damage by insects or disease
Excessive smaller than specified or larger than specified pieces
Insect infestation
Mechanically damaged units
Moderate amounts of bruising
Fibrous units and stems.

3.4 PACKAGING OBLIGATIONS

3.4.1 FRESH FRUIT AND VEGETABLE PACKAGING

Fresh fruit and vegetables shall have been picked and packaged for delivery in the fresh state freed of soil and insects and cooled before packing. Packaging shall be in accordance with good commercial practice that protects the integrity of the fruit throughout the transportation channel and allows for an anticipated shelf-life [in suitably maintained climate controlled conditions] of not less than three (3) days- 72 hours, from their placement by the vendor/transport personnel into refrigerator or holding room at the using agency.

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

Packaging shall:

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

3.5 PACKING REQUIREMENTS

Containers shall be constructed of recyclable materials wherever feasible and where shipment within the recyclable container does not diminish the quality or sanitary requirements of the product, i.e.: bushels, lugs, crates, corrugated boxes or moisture-proof fiberboard. Packing materials shall protect the packed commodity from crushing or bruising. Containers shall be stackable and permit chilled and refrigerated air circulation. Full carton orders shall be packed and arrive within recyclable corrugated cartons or recyclable wooden crates. 50 lb bags shall be mesh/netted or multi-ply papers, which have been either sewn or clamped, closed.

Each shipping container shall be labeled legibly to show:

- A) Name of product contained
- B) Item number
- C) Product number
- D) Net weight
- E) Plant/Processor number
- F) Name, address and date packed (month, day, year)
- G) Best Used By/Expiration Date
- H) CHILLED products shall be marked "Keep Under Refrigeration"
- I) "ROOM TEMPERATURE" held products shall be labeled as such
- J) Labels shall display clearly the Port of Origin, State Origin and Country of Origin.

3.6 "JERSEY FRESH" PRODUCTS

When certain fruits or vegetables are in season in the State of New Jersey, as defined by the New Jersey Department of Agriculture, all using agencies are strongly encouraged to maximize their purchases of products labeled as "Jersey Fresh", "Jersey Grown" or other agricultural food products and commodities grown or raised in New Jersey in accordance with N.J.S.A 52:32-1.6. Information regarding the variety of produce that is in season in New Jersey may be found at <http://www.state.nj.us/jerseyfresh/inseason.htm>.

New Jersey-grown agricultural commodities are available as follows:

3.6.1 "JERSEY FRESH" CONTRACT ITEMS

The following produce items are recent contract items.

Apples	January-December
Green Cabbage- Head	June-December
Iceberg Lettuce	May-June, October-November
Green Bell Peppers	June-November
Tomatoes	July – October
Potatoes, White	July-February
Watermelon/Cantaloupes	July - September

3.6.2 ADDITIONAL "JERSEY FRESH" PRODUCE ITEMS

The following produce items are not part of the current produce contract (T-2281). However, for informational purposes only, the availability of these items as provided by the department of agriculture is also listed here.

Asparagus	April-June
Beans, Snap	June-November

Beets	June-November
Blueberries	June-September
Broccoli	August-December
Cauliflower	May-November
Chinese Cabbage	June-November
Cranberries	September-November
**Cucumbers	June-November
Dandelions	March-May
Eggplant	July-October
Escarole/Endive	May-December
Greens & Herbs	March-December
Leeks	April-February
**Lettuce, Romaine	May-July, September-November
Lima Beans	July-October
Onions, Green	May-November
Parsley	April-November
Peaches	July-October
Peas	May-June
Pumpkins	August-October
Radishes	April-September
Squash, Acorn	July-November
Squash, Butternut	July-March
Squash, Yellow	May-October
Strawberries	May-June
Sweet Corn	June-November
Sweet Potatoes	August-May
Turnips	June-March
Zucchini	June-October

All using agencies are strongly encouraged to maximize their purchases of products labeled as “Jersey Grown” in accordance with N.J.S.A 52:32-1.6. **Newer items added to term contract.

3.7 QUALITY CONTROL & CONTAMINANTS

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

3.7.1 SOURCING OF RAW MATERIALS & INGREDIENTS

The State may require certification regarding the purity of raw materials, products and/or components (insecticides, pesticides, growth agents, wrappers, containers, packaging, preservative, fungicide or protective application/solution/dip/spray). The Director may require certification from the Contractor (a bona fide officer of the company) along with documentation that food-grade or safe-for-human levels have not been exceeded; therefore, the raw materials, ingredients, concentrations, etc. used during the growth, harvesting, packaging, production, processing, preservation, storage and/or transportation of these products, and the residues of these materials comply with U.S. federal guidelines, HAACP protocols, FDA approvals, EPA guidelines, etc. as applicable, and that no industrial-grade ingredients, preservatives, fungicides, coatings, or hazardous metals etc., were utilized in/on the products or packaging.

3.7.2 FOOD BORNE PATHOGEN/AGENT NOTIFICATION

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

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

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

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

3.8 PROOF OF DELIVERY

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

3.9 PRICING AND INVOICING

The contractor is required to provide prices reflecting the average price per item extracted from the Fruit and Vegetable Market News index posted on the day prior to the date of ordering. **In addition, the contractor may be required, prior to finalization of the order, to provide via facsimile to the Using Agency/ordering agency, a breakdown of the pricing utilized for the invoice.**

The contractor shall submit documentation from <http://marketnews.usda.gov/portal/fv>, affixed to each invoice, so the State Auditor and Using Agency can easily verify that the vendor has provided “day prior to the date of ordering” index pricing (to which the discounts or mark-ups provided in the vendor’s bid submission will be applied).

3.10 PRODUCT RECALL

In the event of product recall and/or finding of contaminants:

3.10.1 The Contractor shall immediately (within 24 hours) notify the buyer of record, Division of Purchase and Property, by written notice that is faxed, and also by telephone call(s) indicating:

- A) the reasons for the product recall,
- B) product lot number and/or model number,
- C) the level of urgency for removal of product,
- D) the interim action or antidote to be taken to remedy any emergency situation arising from product ingredient or malfunction, as well as providing-
- E) a list of all the using agencies, including the Cooperative Purchasing Members affected by the recall.

3.10.2 The Contractor shall also notify by written notice – via the Using Agencies’ facsimiles- and by telephone, all using agencies affected by this recall, including the Cooperative Purchasing Members.

3.10.3 The Contractor shall make provisions to have all recalled products removed immediately from the agencies (within 5 business days) affected by a recall and provide the appropriate, “Make Whole” remedy (as defined in Section 2.2 of the RFP and reiterated here) to the Using Agency/Cooperative Member (which may include, but not be limited to; replacing/substituting

product stock with equivalent value product and/or reimbursing the Agency's/Member's financial outlay by applying credit(s) to the Using Agency's/Member's invoices.)

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the world wide web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid's content changes as the referenced web pages change.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **two (2) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 07/27/07 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

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

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The

Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

4.4.4 SUBMITTALS

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

4.4.4.2 SAMPLES/SAMPLE TESTING

The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples **for pricing lines 00001-00081** for evaluation and testing purposes are to be made available at no charge and delivered to the State, at the bidder's expense. The bidder must, within **five (5)** working days following a request from the State, submit bid samples to the State. Bid samples will not be returned. The State will conduct laboratory tests to assure that the bid samples submitted **for pricing lines 00001-00081** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines 00001-00081**. The testing results of the State are final.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.6 PRICING

The bidder must submit its pricing using the format set forth in the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive.

Each bidder is required to hold its prices firm for a period of **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.

4.4.7 COOPERATIVE PURCHASING

The bidder should complete the attached Cooperative Purchasing Form indicating willingness or unwillingness to extend State contract pricing and terms to Cooperative Purchasing partners. Zone 4 is solely for AgrilIndustries and shall be excluded from Cooperative Purchasing.

4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

The Contract Award for **each grouping by zone (Zone 1-North; Zone 2-Central; Zone 3-South), and Zone 4 AgrilIndustries-ONLY (South Woods processing facility)** shall be made to one primary vendor and one secondary vendor and one tertiary vendor (wherever feasible), each of who's offerings, conforming to the RFP, are most advantageous to the State, price, and other factors considered.

The contracted vendor shall, within 24 hours of the Agency's order, advise the Using Agency of the inability to provide as specified (or other requested) fresh fruit and/or vegetables in the timeframe and/or manner as contracted. Notification shall be provided in writing to the Using Agency. Notwithstanding the contractor's notification, the Agency may report such instances to the Contract Compliance and Administration Unit (CCAUC).

Due to the critical and continual need for timely and adequate levels of deliveries of the perishable raw produce sources requested herein, the secondary vendor will be awarded a contract that may be used in those situations where the primary contractor is unable to make an adequate delivery of necessary items within the time stated in the primary contractor's contract. In addition, a tertiary contractor will be awarded to be utilized following the Using Agency's attempts to secure products through the primary vendor unsuccessfully and then through the secondary vendor unsuccessfully. Hence, the tertiary vendor will be awarded a contract that may be used in those situations where the secondary contractor is unable to make an adequate delivery of necessary items within the time stated in the secondary contractor's contract. The delivering contractor shall provide the fresh fruit and vegetables within the time frame they have specified on the signatory page of their respective bid submission, which shall not exceed seven days.

The bidder shall provide a firm fixed plus or minus margin over or under the average price as posted for the Philadelphia terminal market prices as provided by the AMS - USDA Fruit and Vegetable Marketing Service [accessible through: <http://marketnews.usda.gov/portal/fv>].

The **average price posted the day prior to the day of order** shall be the price index used for pricing and calculation of Net cost, when the State Agency places its order. Where the posted pricing is a range, {pricing range- see definition and example in Section 2.2} the average of the low price of the range and the high price of the range will be used. Descriptive terminology shall have no bearing upon the range or pricing (i.e. fine appearance, mostly, as high as, occasional, etc.). Source, or product origin, shall have a bearing upon price calculation (i.e.: California

oranges vrs Florida Oranges, etc.) Nothing less than the Grades specified shall be acceptable without advanced authorization of the Using Agency.

The firm fixed plus or minus margins shall be stated in legal tender [dollars and/or cents, i.e. +\$00.32 per unit or -\$1.03 per unit, etc]. In addition, the margin in legal tender shall not exceed four decimal places to the right of the decimal point. The four decimal place limitation/truncation is consistent with the requirements of the electronic record-keeping process pre-established by the Treasury Department, State of New Jersey. [For example a discount of \$0.0102 is acceptable, yet a discount of \$0.01021 is not permissible for calculation.]

Only those bidders that provide a single (1) pricing discount or mark-up per line item, for all line items within a given Zone, will be considered responsive for that Zone. Any/all bidders proposing multiple mark-up or discount margins per line item shall be deemed non-responsive for that Zone. Bidders failing to provide pricing for each Price Line within a given Zone shall be considered non-responsive for that Zone.

The bidder must provide a margin/bid per price line within the grouping for any one or more of the four (4) Zones. The bidder is required to bid **all** line items within a Zone/grouping. However, the bidder can bid one, or more, or all Zones.

Margins stated in percentages will not be acceptable and those bids offering percentage margin(s) will be rejected.

For each produce item listed in this RFP, NET pricing [per line item] (as reflected on the Agency issued purchase order) will be based on a monetary [in dollars and cents] firm fixed (plus or minus) margin over or under the average price of that commodity as posted by the Philadelphia terminal prices as provided by the *Fruit and Vegetable Marketing Service Report*, USDA, available at: <http://marketnews.usda.gov/portal/fv>.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

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

<http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>.

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

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

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **two (2) years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder

agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **three (3)** one-year periods, by the mutual written consent of the contractor and the Director. **Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.**

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **120** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

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

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 07/27/07, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39691.shtml>, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

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."

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price as calculated using the consumption model.

6.1.2 Experience of the bidder

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

6.1.4 The bidder's delivery time ARO, as specified for each zone.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of

N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Contract awards, to primary, secondary and tertiary contractor (wherever feasible), shall be made per zone, with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

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

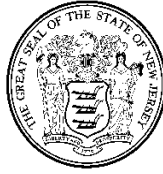
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

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



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

December 10, 2007

To: All Interested Bidders

**Re: RFP # 08-X-39691
Fresh Fruit & Vegetables- Statewide
& South Woods Processing Only**

Bid Due Date: January 3, 2008 (2:00 p.m.)

ADDENDUM 01

The following constitutes Addendum #01 to the above referenced solicitation. This addendum is comprised of one part:

Part 1: Answers to questions.

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

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

PART 1 Fresh Fruit & Vegetables- Statewide & South Woods Processing Only RFP # 08-X-39691

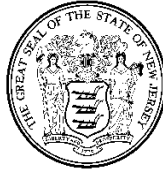
ANSWERS TO QUESTIONS

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

#	Page #	RFP Section Reference	Question	Answer
1	27-28	Cited from RFP 4.4.8 Method of Bidding/Price Sheet Instructions Continued on next page	Pricing Question - Is the bidder expected to write down what the increase or decrease would be over the Philadelphia Produce terminal? For an example, If the terminal	YES The Contract Award for each grouping by zone (Zone 1-North; Zone 2-Central; Zone 3-South), and Zone 4 AgriIndustries-ONLY (South Woods processing facility) shall be made to one primary vendor and one secondary vendor and one tertiary vendor (wherever feasible), each of who's offerings, conforming to the RFP, are most advantageous to the State, price, and other factors considered. The contracted vendor shall, within 24 hours of the Agency's order, advise the Using Agency of the inability to provide as specified (or other requested) fresh fruit and/or vegetables in the timeframe and/or manner as contracted.

#	Page #	RFP Section Reference	Question	Answer
		<p style="text-align: center;">And</p> <p style="text-align: center;">Continued on next page</p>	<p>was a range in price of \$9.00-\$11.00 and the average was \$10.00, and I as the bidder put down -.50 would I be selling to the unit at \$9.50?</p>	<p>Notification shall be provided in writing to the Using Agency. Notwithstanding the contractor's notification, the Agency may report such instances to the Contract Compliance and Administration Unit (CCAU).</p> <p>Due to the critical and continual need for timely and adequate levels of deliveries of the perishable raw produce sources requested herein, the secondary vendor will be awarded a contract that may be used in those situations where the primary contractor is unable to make an adequate delivery of necessary items within the time stated in the primary contractor's contract. In addition, a tertiary contractor will be awarded to be utilized following the Using Agency's attempts to secure products through the primary vendor unsuccessfully and then through the secondary vendor unsuccessfully. Hence, the tertiary vendor will be awarded a contract that may be used in those situations where the secondary contractor is unable to make an adequate delivery of necessary items within the time stated in the secondary contractor's contract. The delivering contractor shall provide the fresh fruit and vegetables within the time frame they have specified on the signatory page of their respective bid submission, which shall not exceed seven days.</p> <p>The bidder shall provide a firm fixed plus or minus margin over or under the average price as posted for the Philadelphia terminal market prices as provided by the AMS - USDA Fruit and Vegetable Marketing Service [accessible through: http://marketnews.usda.gov/portal/fv].</p> <p>The average price posted the day prior to the day of order shall be the price index used for pricing and calculation of Net cost, when the State Agency places its order. Where the posted pricing is a range, {pricing range-see definition and example in Section 2.2} the average of the low price of the range and the high price of the range will be used. Descriptive terminology shall have no bearing upon the range or pricing (i.e. fine appearance, mostly, as high as, occasional, etc.). Source, or product origin, shall have a bearing upon price calculation (i.e.: California oranges vrs Florida Oranges, etc.) Nothing less than the Grades specified shall be acceptable without advanced authorization of the Using Agency.</p> <p>The firm fixed plus or minus margins shall be stated in legal tender [dollars and/or cents, i.e. +\$0.32 per unit or -\$1.03 per unit, etc]. In addition, the margin in legal tender shall not exceed four decimal places to the right of the decimal point. The four decimal place limitation/truncation is consistent with the requirements of the electronic record-keeping process pre-established by the Treasury Department, State of New Jersey. [For example a discount of \$0.0102 is acceptable, yet a discount of \$0.01021 is not permissible for calculation.]</p> <p>Only those bidders that provide a single (1) pricing discount</p>

#	Page #	RFP Section Reference	Question	Answer				
	Pg 39	<p style="text-align: center;">Cited from Price Sheets Price Line 00082 (for Agency Use ONLY)</p>		<p>or mark-up per line item, for all line items within a given Zone, will be considered responsive for that Zone. Any/all bidders proposing multiple mark-up or discount margins per line item shall be deemed non-responsive for that Zone. Bidders failing to provide pricing for each Price Line within a given Zone shall be considered non-responsive for that Zone.</p> <p>The bidder must provide a margin/bid per price line within the grouping for any one or more of the four (4) Zones. The bidder is required to bid all line items within a Zone/grouping. However, the bidder can bid one, or more, or all Zones.</p> <p><u>Margins stated in percentages will not be acceptable and those bids offering percentage margin(s) will be rejected.</u></p> <p>For each produce item listed in this RFP, NET pricing [per line item] (as reflected on the Agency issued purchase order) will be based on a monetary [in dollars and cents] firm fixed (plus or minus) margin over or under the average price of that commodity as posted by the Philadelphia terminal prices as provided by the <i>Fruit and Vegetable Marketing Service Report</i>, USDA, available at: http://marketnews.usda.gov/portal/fv.</p> <table border="1" data-bbox="743 1024 1328 1801"> <thead> <tr> <th data-bbox="743 1024 834 1079">Line No</th> <th data-bbox="834 1024 1328 1079">Commodity-Service Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="743 1079 834 1801">00082</td> <td data-bbox="834 1079 1328 1801"> <p>Commodity Code:390-84-036583</p> <p>[VEGETABLES, FRESH]</p> <p>-----</p> <p>ITEM DESCRIPTION:</p> <p>FRESH FRUIT OR VEGETABLE, PHILADELPHIA TERMINAL PRICE AS PROVIDED BY FRUIT AND VEGETABLE MARKET NEWS PORTAL AVAILABLE AT HTTP://MARKETNEWS.USDA.GOV/PORTAL/FV WHEN PRICING SHOWN IS AS A RANGE THE AVERAGE OF THE LOWEST PRICE OF RANGE & THE HIGHEST PRICE OF RANGE WILL BE USED. POINT OF ORIGIN PRICE WHERE NOTED. FEW/SOME/MOSTLY/OCCASIONALLY NOT USED.</p> <p>FOR ORDERING PURPOSES, AGENCY IS TO USE THIS LINE FOR ENTERING IN THE PHILADELPHIA TERMINAL PRICE AS PROVIDED BY FRUIT AND VEGETABLE MARKET NEWS, FEDERAL-STATE MARKET NEWS SERVICE, FOR THE FRESH FRUIT OR VEGETABLE BEING ORDERED. THIS LINE ITEM PLUS THE VENDOR'S PLUS OR MINUS MARGIN SHOWN NEXT TO THE LINE ITEM FOR THE "PHILADELPHIA" FRESH FRUIT OR VEGETABLE BEING ORDERED SHALL BE THE TOTAL PURCHASE ORDER PRICE FOR THE ITEM.</p> <p>*****</p> <p>THIS LINE FOR STATE OFFICE USE ONLY.</p> </td> </tr> </tbody> </table>	Line No	Commodity-Service Description	00082	<p>Commodity Code:390-84-036583</p> <p>[VEGETABLES, FRESH]</p> <p>-----</p> <p>ITEM DESCRIPTION:</p> <p>FRESH FRUIT OR VEGETABLE, PHILADELPHIA TERMINAL PRICE AS PROVIDED BY FRUIT AND VEGETABLE MARKET NEWS PORTAL AVAILABLE AT HTTP://MARKETNEWS.USDA.GOV/PORTAL/FV WHEN PRICING SHOWN IS AS A RANGE THE AVERAGE OF THE LOWEST PRICE OF RANGE & THE HIGHEST PRICE OF RANGE WILL BE USED. POINT OF ORIGIN PRICE WHERE NOTED. FEW/SOME/MOSTLY/OCCASIONALLY NOT USED.</p> <p>FOR ORDERING PURPOSES, AGENCY IS TO USE THIS LINE FOR ENTERING IN THE PHILADELPHIA TERMINAL PRICE AS PROVIDED BY FRUIT AND VEGETABLE MARKET NEWS, FEDERAL-STATE MARKET NEWS SERVICE, FOR THE FRESH FRUIT OR VEGETABLE BEING ORDERED. THIS LINE ITEM PLUS THE VENDOR'S PLUS OR MINUS MARGIN SHOWN NEXT TO THE LINE ITEM FOR THE "PHILADELPHIA" FRESH FRUIT OR VEGETABLE BEING ORDERED SHALL BE THE TOTAL PURCHASE ORDER PRICE FOR THE ITEM.</p> <p>*****</p> <p>THIS LINE FOR STATE OFFICE USE ONLY.</p>
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State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

December 13, 2007

To: All Interested Bidders

**Re: RFP # 08-X-39691
Fresh Fruit & Vegetables- Statewide
& South Woods Processing Only**

Bid Due Date: January 3, 2008 (2:00 p.m.)

ADDENDUM 02

The following constitutes Addendum #02 to the above referenced solicitation. This addendum is comprised of one part:

Part 1: Answers to questions.

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

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

PART 1 Fresh Fruit & Vegetables- Statewide & South Woods Processing Only RFP # 08-X-39691

ANSWERS TO QUESTIONS

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

#	Page #	RFP Section Reference	Question	Answer
1	26	Cited from RFP 4.4.5 <u>Financial Capability of Bidder</u> Continued on next page	Is it a requirement that all bidders have a third party audit in house prior to bidding ?	If this question is in reference to Financial Capability of the bidder, certified financial statements are not requested to be included with the bid submission, however, they may be requested as per: 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

#	Page #	RFP Section Reference	Question	Answer
				<p>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.</p> <p>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.</p> <p>The State reserves the right to make the determination whether to accept the bidder's assertion of confidentiality and will advise the bidder accordingly.</p>
2	11 27-28 1	<p><u>Cited from RFP 3.0 Commodity Description/ Scope of Work</u></p> <p>AND Also</p> <p>Excerpts from RFP</p> <p><u>4.4.8 Method of Bidding/Price Sheet Instructions</u></p> <p>(previously reiterated in)</p> <p><u>Addendum 01</u></p> <p>Continued on next page</p>	<p>Our understanding of 1.2.1 (c) notable changes is that discounts or mark ups offered to the state for "other - than- specified" fresh fruits and vegetables will be used as criteria for award of the bid. Is this correct ?</p>	<p>YES</p> <p>The State of New Jersey intends to award one primary contractor and one secondary contractor and one tertiary contractor per zone for the delivery of produce [fruits and vegetables] to various Using Agencies within Zones designated as 1-North, 2-Central, 3-South, as well as 4-delivery direct to AgrilIndustries for the South Woods State Prison in Bridgeton. Award will be contingent upon the net cost of a market basket [consumption model], after taking into account the plus or minus margins in dollars, to the index reported for the produce items listed.</p> <p>The consumption model/market basket will be made available at the bid opening.</p> <p>➤ The Contract Award for each grouping by zone (Zone 1-North; Zone 2-Central; Zone 3-South), and Zone 4 AgrilIndustries-ONLY (South Woods processing facility) shall be made to one primary vendor and one secondary vendor and one tertiary vendor (wherever feasible), each of who's offerings, conforming to the RFP, are most advantageous to the State, price, and other factors considered.</p> <p>Only those bidders that provide a single (1) pricing discount or mark-up <u>per line item</u>, for all line items within a given Zone, will be considered responsive for that Zone. Any/all bidders proposing multiple mark-up or discount margins per line item shall be deemed non-responsive for that Zone. Bidders failing to provide pricing for each Price Line within a given Zone shall be considered non-responsive for that Zone.</p> <p>The bidder must provide a margin/bid per price line within the grouping for any one or more of the four (4) Zones.</p>

#	Page #	RFP Section Reference	Question	Answer
	31-32	<p style="text-align: center;">Also</p> <p>Cited From RFP</p> <p>6.1 <u>Evaluation Criteria</u></p>		<p>The bidder is required to bid all line items within a Zone/grouping. However, the bidder can bid one, or more, or all Zones.</p> <p style="text-align: center;">➤ NOTE</p> <p>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:</p> <p>6.1.1 Price as calculated using the consumption model.</p> <p>6.1.2 Experience of the bidder</p> <p>6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.</p> <p>6.1.4 The bidder's delivery time ARO, as specified for each zone.</p>
3	11	3.0 <u>Commodity Description/ Scope of Work</u>	Will the consumption model be the same for all four zones?	Details of the consumption model will not be disclosed until the bid opening.