Bid Solicitation/Request for Proposal

Bid # 17DPP00112

For: T0303 Food Storage Facilities for The Department of Agriculture

Event	Date	Time
Vendor's {Bidder's} Electronic Question Due Date (Refer to Bid Solicitation (RFP) Section 1.3.1 for more information.)	March 3, 2017	2:00 PM
Mandatory/Optional Pre-Quote {Proposal} Submission Conference (Refer to Bid Solicitation (RFP) Section 1.3.6 for more information.)	Not Applicable	Not Applicable
Mandatory/Optional Site Visit (Refer to Bid Solicitation (RFP) Section 1.3.5 for more information.)	Not Applicable	Not Applicable
Quote {Proposal} Submission Date (Refer to Bid Solicitation (RFP) Section 1.3.2 for more information.)	March 24, 2017	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation {RFP} refer to Eastern Time. All changes will be reflected in Bid Amendments {Addenda} to the Bid Solicitation {RFP} posted on the Division of Purchase and Property website and on www.njstart.gov.

	Status	Category
Small Business Set-Aside	☒ Not Applicable ☐ Entire Blanket P.O. {Contract} ☐ Partial Blanket P.O. {Contract} ☐ Subcontracting Only	☐ **I** ☐ **IV** ☐ **II** ☐ **V** ☐ **II** ☐ **VI**

Bid Solicitation {RFP} Issued By

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

Using Agency/Agencies

State of New Jersey
Department of Agriculture
Division of Food and Nutrition

Date: 2/10/17

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1.0 INFORMATION FOR VENDORS {BIDDERS}

NOTICE: This Bid Solicitation {Request for Proposal (RFP)} is part of the ***NJSTART*** Procurement Program. ***The Vendor {Bidder} is advised to thoroughly read all sections, as many have been revised, and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page}*** and read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page (http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml), in preparing and submitting its Quote {Proposal}.

Terminology is listed by new ***NJSTART*** term; {existing term} appears in braces.

1.1 PURPOSE AND INTENT

This Bid Solicitation {Request for Proposal (RFP)} is issued by the Procurement Bureau, Division of Purchase and Property (Division), Department of the Treasury on behalf of the Department of Agriculture (NJDA), Division of Food and Nutrition. The purpose of this Bid Solicitation {RFP} is to solicit Quotes {Proposals} for the storage of United States Department of Agriculture (USDA) Foods donated by the USDA under the National School Lunch Program (NSLP), Child and Adult Care Feeding Program (CACFP) and Summer Food Service Program (SFSP) to NJDA. The USDA Foods are picked-up from the storage facilities by various recipient agencies to include school districts, non-profit organizations and various State Agencies. Food storage facilities shall include the storage of dry, cooler and freezer food commodities.

The intent of this Bid Solicitation {RFP} is to award up to two (2) Master Blanket Purchase Orders (Blanket P.O.(s)) {Contract(s)} to those responsible Vendors {Bidders} whose Quotes {Proposals}, conforming to this Bid Solicitation {RFP} are most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. {Contract} during the Blanket P.O. {Contract} term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

The evaluation will be conducted in accordance with Section 6.7 of this Bid Solicitation {RFP}. For purposes of this RFP, the State has been divided into two (2) zones as follows: Southern (Zone A), and Northern (Zone B). One (1) award will be made for each zone.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP} will apply to all Blanket P.O.s {Contracts} made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this Bid Solicitation {RFP} and should be read in conjunction with them unless the Bid Solicitation {RFP} specifically indicates otherwise.

1.2 BACKGROUND

This is a reprocurement of the services provided under **T-0303 Food Storage Facilities for The Department of Agriculture** term Blanket P.O. {Contract}, presently due to expire on **February 28, 2017.** Vendors {Bidders} interested in the current Blanket P.O. {contract} specifications and pricing information may review the current Blanket P.O. {Contract} T0303 at http://www.state.nj.us/treasury/purchase/pricelists.shtml and are cautioned that this new RFP addresses current requirements.

The following background information is provided as **Exhibit 1.** This is provided as background information from the 2016 fiscal year:

- Commmodity Storage and Handling Data Sheet Zone A

- Commmodity Storage and Handling Data Sheet Zone B
- Zone A and Zone B Warehouse Receipts
- Zone A and Zone B Warehouse Outbounds

The information contained in Exhibit 1 is provided as historical information and is only to be used as reference. This information is no indication of, or guarantee for, future requirements or contract usage.

The Exhibit 1 spreadsheet contains tabs along the bottom identifying the information on the individual sheets.

The National School Lunch Program (NSLP) began in 1946 and is a federally assisted meal program operating in public and nonprofit private schools and residential child care institutions. It provides nutritionally balanced, low-cost or free lunches to children each school day. The Child and Adult Care Feeding Program (CACFP) provides aid to child and adult care institutions and family or group day care homes. The Summer Food Service Program (SFSP) ensures that low-income children continue to receive nutritious meals when school is not in session.

As part of these programs federal funds are set aside for the purchase of USDA Foods and Department of Defense (DOD) fresh produce. The amount of these funds varies annually and is based on a cents per meal rate, published annually in the Federal Register, multiplied by the Average Daily Participation (ADP) or average number of reimbursable meals served daily in the schools. The majority of the USDA Foods are provided through the NSLP. The USDA Foods provided through CACFP and SFSP are minimal.

Each school district receives a certain amount of entitlement dollars based on their ADP. They then determine how their entitlement funds will be used. One option is to allow the State to purchase USDA Foods on their behalf. The USDA foods purchased by the State on behalf of the school districts are the foods that will be managed through this contract.

Availability of USDA Foods: The State's obligation to continue this agreement is contingent upon the continued donations, by USDA, of USDA Foods for which warehousing is required. If USDA Foods are not made available by USDA, through NSLP, CACFP and/or SFSP, the State of New Jersey has no obligation to guarantee any volume of product for storage.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Vendors {Bidders} via the "Q&A" Tab of the Bid in ***NJSTART***.

a. Questions should be directly tied to the Bid Solicitation {RFP} and asked in consecutive order, from beginning to end, following the organization of the Bid Solicitation {RFP}; and

b. Each question should begin by referencing the Bid Solicitation {RFP} page number and section number to which it relates.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

A Vendor {Bidder} must not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation {RFP}.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation {RFP} is indicated on the Bid Solicitation {RFP} cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment {Addendum}. Any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}. Bid Amendments {Addenda} to this Bid Solicitation {RFP}, if any, will be posted as a File Attachment on the "Summary" page of the Bid Solicitation {RFP} in ***NJSTART*** after the cut-off date. (See Bid Solicitation {RFP} Section 1.4.1 for further information.)

1.3.1.1 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

Questions regarding the SSTC and exceptions to mandatory requirements must be posed during this Electronic Question and Answer period and shall contain the Vendor's {Bidder's} suggested changes and the reason for the suggested changes.

1.3.2 SUBMISSION OF QUOTES {PROPOSALS}

In order to be considered for award, the Quote {Proposal} must be received by the Procurement Bureau of the Division at the appropriate location by the required time. Vendors {Bidders} shall submit a Quote {Proposal} either electronically through ***NJSTART*** or via hard copy.

Hard copy Quote {Proposal} must be submitted to the physical location noted below:

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

Directions to the Division are available on the web at http://www.state.nj.us/treasury/purchase/directions.shtml.

QUOTES {PROPOSALS} NOT RECEIVED PRIOR TO THE QUOTE {PROPOSAL} OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE {PROPOSAL} OPENING ARE INDICATED ON THE BID SOLICITATION {RFP} COVER SHEET AND IN THE "SUMMARY" PAGE OF THE BID SOLICITATION IN *NJSTART*.

Note: A Vendor {Bidder} using U.S. Postal Service regular or express mail services should allow additional time since the U.S. Postal Service does not deliver directly to the Proposal Receiving Room. A Vendor {Bidder} should make every effort to submit its Quote {Proposal} well ahead of the Quote {Proposal} submission deadline to mitigate unforeseen delays or issues. The Vendor {Bidder} is solely responsible for the timely submission of its Quote {Proposal} in response to this Bid Solicitation {RFP}.

Procedural inquiries concerning this Bid Solicitation {RFP} may be directed to njstart@treas.nj.gov and/or (609) 341-3500.

The State will not respond to substantive questions related to the Bid Solicitation {RFP} or any other Blanket P.O. {Contract} via this e-mail address. For inquires related to substantive questions refer to Section 1.3.1 (Electronic Question and Answer Period).

1.3.3 *NJSTART*

The Division is pleased to announce its new eProcurement solution " ."

Vendor {Bidder} Support:

Vendors {Bidders} are strongly encouraged to visit the NJSTART Vendor Support Page, which contains Quick Reference Guides (QRGs), supporting videos, a glossary of ***NJSTART*** terms, and helpdesk contact information.

The Vendor {Bidder} should utilize the QRGs before attempting to submit its Quote {Proposal} using the ***NJSTART*** process. It is the Vendor's {Bidder's} responsibility to ensure that the ***NJSTART*** Quote {Proposal} and attachments have been properly submitted.

1.3.4 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes {Proposals} through ***NJSTART*** may sign the forms listed in Section 4.4.1 (Forms, Registrations and Certifications Required with Quote {Proposal}) and Section 4.4.2 (Forms, Registrations and Certifications Required Before Blanket P.O. {Contract} Award and That Should Be Submitted with the Quote {Proposal}) of this Bid Solicitation {RFP} electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form to ***NJSTART***.

Vendors {Bidders} submitting Quotes {Proposals} in hard copy format, must provide forms with original, physical signatures, otherwise its Quote {Proposal} may be deemed non-responsive.

1.3.5 MANDATORY/OPTIONAL SITE VISIT

Not applicable for this procurement.

1.3.6 MANDATORY/OPTIONAL PRE-QUOTE {PROPOSAL} CONFERENCE

Not applicable for this procurement.

1.3.7 PRE-QUOTE {PROPOSAL} DOCUMENT REVIEW

Not applicable for this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 BID AMENDMENTS {ADDENDA}: REVISIONS TO THIS BID SOLICITATION {RFP}

In the event that it becomes necessary to clarify or revise this Bid Solicitation {RFP}, such clarification or revision will be by bid amendment {addendum}. Any bid amendment {addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}.

There are no designated dates for release of bid amendments {addenda}. Those Vendors {Bidders} who are on the bidholder list either through commodity code registration in ***NJSTART*** or by acknowledging the bid in ***NJSTART*** should receive notification of any bid amendment(s) {addenda}. If a Vendor {Bidder} is not on the bidholder list to receive notifications related to a Bid Solicitation {RFP}, bid amendments {addenda} are still viewable on the "Summary" page of the Bid Solicitation in ***NJSTART***.

BID AMENDMENTS {ADDENDA} WILL BE ISSUED AS FILE ATTACHMENTS, AND ARE VIEWABLE ON THE "SUMMARY" PAGE OF THE BID SOLICITATION IN *NJSTART*. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all bid amendments {addenda} related to this procurement. An interested Vendor {Bidder} should check the ***NJSTART*** "Open Bids" Tab on a daily basis to ensure review of the most updated information.

1.4.2 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote {Proposal} in response to this Bid Solicitation {RFP}. No special consideration will be given after Quotes {Proposals} are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this Bid Solicitation {RFP}.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote {Proposal} in response to this Bid Solicitation {RFP}.

1.4.4 CONTENTS OF QUOTE {PROPOSAL}

Quotes {Proposals} can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 *et seq*., or the common law right to know.

After the opening of sealed Quotes {Proposals}, including Quotes {Proposals} submitted through the ***NJSTART*** electronic process, all information submitted by a Vendor {Bidder} in response to a Bid Solicitation {RFP} is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempted from public disclosure by OPRA and/or the common law. When the Bid Solicitation {RFP} contains a negotiation component, the Quote {Proposal} will not be subject to public disclosure until an intent to award a Blanket P.O. {Contract} is announced.

As part of its Quote {Proposal}, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote {Proposal} of any such designation should be clearly stated in a cover letter. The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote {Proposal} will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote {Proposal} and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote {Proposal}.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {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 Program participants and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

1.4.5 ANNOUNCEMENT OF QUOTE {PROPOSAL} INFORMATION

On the date and time Quotes {Proposals} are due under the Bid Solicitation {RFP}, all information concerning the Quotes {Proposals} submitted may be publicly announced and shall be available for inspection and copying except as noted below:

a. Information appropriately designated as proprietary and/or confidential shall not be available for inspection and copying; and
b. Where negotiation is contemplated, only the names and addresses of the Vendors {Bidders} submitting Quotes {Proposals} will be announced, and the contents of the Quotes {Proposals} shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

1.4.6 PRICE ALTERATION IN HARD COPY QUOTES {PROPOSALS}

Hard copy Quote {Proposal} 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 Blanket P.O. {Contract} award from being made to the Vendor {Bidder}.

1.4.7 QUOTE {PROPOSAL} ERRORS

In accordance with N.J.A.C. 17:12-2.11, "Proposal errors," a Vendor {Bidder} may withdraw its Quote {Proposal} as described below.

1.4.7.1 QUOTE {PROPOSAL} WITHDRAWAL PRIOR TO QUOTE {PROPOSAL} OPENING

NJSTART: A Vendor {Bidder} may withdraw its Quote {Proposal} submission in ***NJSTART*** prior to the Quote {Proposal} opening; however, Vendors {Bidders} should note that while withdrawn ***NJSTART*** Quotes {Proposals} remain viewable by the Vendor {Bidder} on its Vendor Profile Homepage, they are removed from the Division's view and cannot be considered for Blanket P.O. {Contract} award. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission. Vendors {Bidders} may refer to the QRG "Submit a Quote" for additional instruction. QRGs are located on the NJSTART Vendor Support Page.

Hard Copy: A Vendor {Bidder} may request that its hard copy Quote {Proposal} be withdrawn prior to the Quote {Proposal} opening. Such request must be made, in writing, to the Supervisor of the Proposal Review Unit at the address provided in Section 1.4.7.2 below. The Vendor {Bidder} may submit a revised Quote {Proposal} as long as the Quote {Proposal} is received prior to the announced date and time for Quote {Proposal} submission and at the place specified.

1.4.7.2 QUOTE {PROPOSAL} WITHDRAWAL AFTER QUOTE {PROPOSAL} OPENING, BUT PRIOR TO BLANKET P.O. {CONTRACT} AWARD

***NJSTART* and Hard Copy**: If, after the Quote {Proposal} opening, but before Blanket P.O. {Contract} award, a Vendor {Bidder} discovers an error in its Quote {Proposal}, the Vendor {Bidder} may make a written request to the Supervisor of the Proposal Review Unit to withdraw its Quote {Proposal} from consideration for award. If the Vendor's {Bidder's} request to withdraw is made in good faith, and the State will not be significantly prejudiced by granting the withdrawal of the Quote {Proposal} beyond the loss of the benefit of the bargain to the State of the withdrawing Vendor's {Bidder's} offer, the request shall be granted. Evidence of the Vendor's {Bidder's} good faith in making this request can be demonstrated by one or more of the following factors: A mistake is so significant that to enforce the Blanket P.O. {Contract} resulting from the Quote {Proposal} would be unconscionable; that the mistake relates to a material feature or term of the Blanket P.O. {Contract}; and that the mistake occurred notwithstanding the Vendor's {Bidder's} exercise of reasonable care. After Quote {Proposal} opening, while pursuant to the provisions of this section a Vendor {Bidder} may request to withdraw its Quote {Proposal} and the Director may in her discretion allow said Vendor {Bidder} to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Vendor {Bidder} and take those prior requests to withdraw into consideration when evaluating the Vendor's {Bidder's} future Quotes {Proposals}.

All Quote {Proposal} withdrawal requests must include the Bid Solicitation {RFP} identification number and the final Quote {Proposal} submission date and be sent to the following address:

Department of the Treasury
Division of Purchase and Property
PO Box 039
33 West State Street – 9th Floor
Trenton, New Jersey 08625-0039
Attention: Supervisor, Proposal Review Unit

If during a Quote {Proposal} evaluation process, an obvious pricing error made by a potential Blanket P.O. {Contract} awardee is found, the Director or her designee shall issue written notice to the Vendor {Bidder}. The Vendor {Bidder} will have up to five (5) business days after receipt of the notice to confirm its pricing. If the Vendor {Bidder} fails to respond, its Quote {Proposal} shall be considered withdrawn, and no further consideration shall be given to 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 Vendor's {Bidder's} intention is not readily discernible from other parts of the Quote {Proposal}, the Director may seek clarification from the Vendor {Bidder} to ascertain the true intent of the Quote {Proposal}. If the Vendor {Bidder} inadvertently completes the "Discount" field and the "Unit Cost" field, the Discounted Unit Cost will prevail.

1.4.8 JOINT VENTURE

If a joint venture is submitting a Quote {Proposal}, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Quote {Proposal}. Authorized signatories from each party comprising the joint venture must sign the Offer and Acceptance Page {Signatory Page}. Each party to the joint venture must individually comply with all the forms and certification requirements in Sections 4.4.1 and 4.4.2 of this Bid Solicitation {RFP}.

1.4.9 RECIPROCITY FOR JURISDICTIONAL VENDOR {BIDDER} PREFERENCE

In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State Vendor {Bidder} whose state or locality maintains a preference practice for its in-state Vendors {Bidders}. The State of New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Procurement Officials, or the National Institute of Governmental Purchasing or a State's statutes and regulations to identify States having preference laws, regulations, or practices and to invoke reciprocal actions. The State of New Jersey may obtain additional information as it deems appropriate to supplement the stated survey information.

A Vendor {Bidder} may submit information related to preference practices enacted for a State or Local entity outside the State of New Jersey. This information may be submitted in writing as part of the Quote {Proposal} response, including name of the locality having the preference practice, as well as identification of the county and state, and should include a copy of the appropriate documentation, i.e., resolution, regulation, law, notice to Vendor {Bidder}, etc. It is the responsibility of the Vendor {Bidder} to provide documentation with the Quote {Proposal} or submit it to the Director within five (5) business days after the deadline for Quote {Proposal} submission. Written evidence for a specific procurement that is not provided to the Director within five (5) business days of the public Quote {Proposal} submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

1.4.10 QUOTE {PROPOSAL} ACCEPTANCES AND REJECTIONS

N.J.A.C. 17:12-2.7(d), the Director's right to waive minor irregularities or omissions in a Quote {Proposal} and N.J.A.C. 17:12-2.2 which defines causes for Quote {Proposal} rejection, apply to all Quotes {Proposals}. In addition, pursuant to N.J.S.A. 52:34-12, the Director retains the right to reject all Quotes {Proposals} if it is in the public interest.

2.0 DEFINITIONS

2.1 CROSSWALK

NJSTART **Term**	**Equivalent Existing New Jersey Term**
Bid/Bid Solicitation	RFP/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

The following definitions will be part of any Blanket P.O. {Contract} awarded or order placed as result of this Bid Solicitation {RFP}.

Definitions are listed by new ***NJSTART*** terminology; {existing terminology} appears in braces.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Best and Final Offer or BAFO – Pricing timely submitted by a Vendor {Bidder} upon invitation by the Bureau after Quote {Proposal} opening, with or without prior discussion or negotiation.

Bid or Bid Solicitation {RFP or Solicitation} – This series of documents, which establish the bidding and Blanket P.O. {Contract} requirements and solicits Quotes {Proposals} to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation {RFP}, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments {Addenda}.

Bid Amendment {Addendum} – Written clarification or revision to this Bid Solicitation {RFP} issued by the Division of Purchase and Property. Bid Amendments {Addenda}, if any, will be issued prior to Quote {Proposal} opening.

Business Day - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Change Order {Contract Amendment} – An alteration or modification of the terms of a Blanket P.O. {Contract} between the State and the Vendor(s) {Contractor(s)}. A Change Order {Contract Amendment} is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s {Contracts} issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 *et seq*.

Days After Receipt of Order (ARO) - means the number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount - Means the standard discount applied by the Vendor {Bidder} to all items.

Discounted Unit Cost – Means "Unit Cost" field multiplied by (100 percent minus the "Discount" field percentage).

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Division staff member assigned by the Director to review and evaluate Quotes {Proposals} submitted in response to this Bid Solicitation {RFP} and recommend a Blanket P.O. {Contract} award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

Freight - Means Freight on Board (FOB) Destination.

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

Master Blanket Purchase Order ("Blanket P.O.") {Contract} – The Blanket P.O. {Contract} consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation {RFP}, the responsive Quote {Proposal} submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any Best and Final Offer, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment {Addenda} or other supporting documents, or post-award documents including Change Orders {Contract Amendments} agreed to by the State and the Vendor {Contractor}, in writing.

May – Denotes that which is permissible or recommended, not mandatory.

No Bid – The Vendor {Bidder} is not submitting a price Quote {Proposal} for an item on a price line.

No Charge – The Vendor {Bidder} will supply an item on a price line free of charge.

Ownership Disclosure Form – Refers to the Statement of Bidder/Vendor Ownership as utilized in ***NJSTART***.

Primary Form – An electronic form contained within a Vendor's {Bidder's} ***NJSTART*** profile designated by the Vendor {Bidder} as the primary or principal version of the required form.

Procurement Bureau - The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations {RFPs}, for the tabulation of Quotes {Proposals} and for recommending award(s) of Blanket P.O.(s) {Contract(s)} to the Director and the Deputy Director.

Project – The undertakings or services that are the subject of this Bid Solicitation {RFP}.

QRGs – Quick Reference Guides.

Quote {Proposal} – Vendor's {Bidder's} timely response to the Bid Solicitation {RFP} including, but not limited to, technical Quote {Proposal}, price Quote {Proposal}, and any licenses, forms, certifications, or other documentation required by the Bid Solicitation {RFP}.

Retainage - The amount withheld from the Vendor {Contractor} payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Vendor {Contractor}.

Revision – A response to a BAFO request or a requested clarification of the Vendors {Bidders} Quote {Proposal}.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Quote {Proposal} as non-responsive.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager or SCM – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order {Contract Amendment}.

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

Subcontractor – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O. {Contract}, while retaining full responsibility for the performance of all [the Vendor's {Contractor's}] obligations under the Blanket P.O. {Contract}, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

Task – A discrete unit of work to be performed.

Unit Cost – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. {Contract} procured by the Division. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. {Contract} may be used by any Using Agency or quasi-State governmental entity.

Vendor {Bidder} – An entity offering a Quote {Proposal} in response to the Division's Bid Solicitation {RFP}.

Vendor {Contractor} – The Vendor {Bidder} awarded a Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.

2.3 BLANKET P.O. {CONTRACT}-SPECIFIC DEFINITIONS/ACRONYMS

AMS – Agricultural Marketing Service, located within the United States Department of Agriculture

Bill of lading (BOL) – Documentation of the contents of a shipment and other pertinent information as required in the contract of carriage.

Carrier – A commercial enterprise that transports USDA Foods from one location to another but does not store such foods.

CFR – Code of Federal Regulations.

CWT – A hundredweight is a unit of measurement for weight used in certain commodities trading contracts. In North America, a hundredweight is equal to 100 pounds.

Detention Charge – A penalty charge assessed by carriers for shipments held beyond the specified free time.

DOD – The United States Department of Defense.

Dunnage – The debris used to protect or support freight that remains in a rail car, or trailer after the freight has been unloaded.

Federal Register – A daily publication that makes available to the public the rules, regulations, and other legal notices issued by federal administrative agencies.

Flippers – Both ends of the can are flat, but one end will bulge outward when the opposite end receives pressure. This condition is caused by either bacterial action or chemical action resulting in gas production.

FNS – Food and Nutrition Services, Division of USDA.

Free Time – The amount of time established by carriers for the unloading of freight before penalty charges apply.

Gross Weight – The weight of an article, together with the weight of its container and the materials used for packing.

Lumper fee – A fee assessed by a contractor for unloading a shipment. Contractors are not permitted to assess lumper fees when receiving USDA Foods.

NJDA – The New Jersey Department of Agriculture.

OEM – The Office of Emergency Management located in the Division of State Police, Department of Law and Public Safety.

Out-of-condition commodities – USDA Foods which are no longer fit for human consumption as a result of spoilage, contamination, infestation, adulteration, or other damage.

Pallet – A mobile platform for the placement of material for storage or transportation.

Palletize – Placing USDA foods on a pallet.

RA – Recipient Agency (including but not limited to school districts, charitable institutions, or summer feeding programs/camps).

Sales order – An order for a specific USDA Food that includes the material description, quantity, delivery period, and destination, and that is identified by a specific code.

Slip Sheet – A piece of cardboard used in place of a pallet.

Split shipment – A shipment of USDA foods that is split between two or more delivery locations.

Springers – One or both ends of the exterior of a rusty can bulge outward because of bacterial action and gas. This bulge will yield on pressure and spring back to bulge condition on release.

Swellers – Both ends of cans bulge outward because of bacterial action and gas production. Ends do not yield to finger pressure.

Tailgate – To move freight to the back end of a trailer for unloading.

Unitize- To band together and/or stretch or shrink wrap cartons, cases or bag goods into a single unit and place on a pallet or platform for shipping.

USDA – United States Department of Agriculture.

USDA Foods – Foods donated, or available for donation, by USDA under any of the legislation referred to in part 250 of the Regulations. (previously referred to as “commodities”).

WBSCM (Web-Based Supply Chain Management) – An integrated commodity purchasing, tracking and ordering system used by USDA and its customers, vendors, suppliers, and transportation personnel.

3.0 SCOPE OF WORK

3.1 GEOGRAPHICAL REGIONS

For purposes of this Master Blanket Purchase Order (Blanket P.O.) {Contract}, the State has been divided into two (2) zones as follows: Southern (Zone A), and Northern (Zone B). The Vendor {Contractor} shall be responsible for providing warehousing services for all counties and Recipient Agencies within a Zone. The warehouse must be physically located in the Zone that the Vendor {Contractor} services.

The Counties comprising each zone are indicated below:

Southern- Zone A	Northern – Zone B
Atlantic County	Bergen County
Burlington County	Essex County
Camden County	Hudson County
Cape May County	Hunterdon County
Cumberland County	Middlesex County
Gloucester County	Monmouth County
Mercer County	Morris County
Ocean County	Passaic County
Salem County	Somerset County
	Sussex County
	Union County
	Warren County

3.2 FACILITY

The Vendor {Contractor} must have, as part of their business operation, a warehouse that will accommodate the storage of dry, refrigerated, and frozen USDA Foods, as well as fresh produce, under one roof. The facility must minimally be in operation between the hours of 7:00 am to 3:00 pm daily, Monday through Friday. It is preferred that the facility be available for pickups beginning at 5: 00 am on weekdays. The Vendor {Contractor} shall store USDA Foods in warehouse(s) as specified in this Bid Solicitation {RFP}. Specific addresses shall be submitted to the State Contract Manager prior to starting work under this Blanket P.O. {Contract}. If, at any point during the contract period, the Vendor {Contractor} is unable to offer the listed space, the Vendor shall be responsible for fulfilling all requirements of the Bid Solicitation {RFP} at no additional cost to the State.

The Vendor {Contractor} warehouse must be physically located in the zone the Vendor {Contractor} plans to service. All freezer, dry and cooler facilities must be available at one (1) storage facility location within the awarded zone. Recipient agencies (RAs) located in the other zone may be assigned for pick-up at the contractor's warehouse at the discretion of the State Vendor {Contractor} Manager. The Vendor {Contractor} may be required to provide warehousing services for counties in the other zone in cases of emergency or contract termination.

The Vendor {Contractor} warehouse must have truck sidings (loading platforms) capable of handling a minimum of three (3) inbound truck deliveries on any given day. The majority of the inbound truck deliveries will be between August and January. The Vendor {Contractor} must be able to accommodate up to a maximum of thirty (30) outbound truck pick-ups on any given day. Regular pickups shall be scheduled from September through May with limited pickups in June. Actual inbound/outbound schedules are dependent upon USDA purchases.

3.3 FEDERAL AND STATE STORAGE LAWS AND REGULATIONS

Vendor {Contractor} shall comply with the requirements of 7 CFR Part 250. The Vendor {Contractor} shall comply with all other applicable Federal and State laws and regulations now in effect, or hereafter enacted or promulgated, as well as any regulations and instructions now or hereafter promulgated by USDA or NJDA in connection with the receipt, use, storage, handling and distribution of such NSLP foods, and as otherwise relates to the NSLP program.

The Vendor {Contractor} storage facilities must be suitable for the proper handling and storage of NSLP foods and shall provide competent supervision for the proper training, management and control of all activities pertaining to the Program. The Vendor {Contractor} shall comply with the standards for “Warehousing, Distribution and Storage of Donated Foods” (7 CFR 250.14) and shall ensure that all USDA donated foods are clearly and readily identified.

Storage facilities must have approval certificates issued by New Jersey state or local health officials. It is recommended that storage facilities have an annual health inspection. Certificates must be available for review by the NJDA staff.

In accordance with 7 CFR 250.14(b), the Contractor must ensure that USDA Foods are stored in a manner to protect them from spoilage, infestation, damage, or other conditions that may jeopardize the wholesomeness or safety of the foods. USDA Foods must be maintained in sanitary conditions, at the proper temperature and humidity, and off of the floor in a manner to allow for adequate air circulation.

In addition to proper storage practices, effective inventory management is necessary to ensure that USDA donated foods are distributed in a timely manner, and in optimal condition. As a general rule, the Contractor should use a first-in-first-out (FIFO) system of inventory management. In order to implement FIFO, USDA Foods cases or other containers should be marked with the date of their receipt at the storage facility. However, the Contractor should also consider dates placed on food products by the manufacturers that help to determine how long food products can be expected to remain in optimal condition (ex: expiration dates, “use by dates”, “best if used by” dates and “sell by” dates). Such product dates must be considered, along with FIFO, in management of USDA Foods inventories.

- The State Contract Manager reserves the right to assign representatives of the State to visit the Contractor’s storage facilities at any time during the course of the contract to ensure Federal and State compliance, and ensure that no possible violations are made to the above listed standards/regulations.

- Foods stored for the National School Lunch Program (NSLP) are to be individually identified. If the Contractor is storing food for any other federal food program, local Board of Education or emergency food program, these foods must be stored separate and apart from NSLP foods.

3.4 ELECTRONIC DATA PROCESSING INFORMATION/WEB-BASED SYSTEM REQUIREMENTS

The NJDA may be implementing a web based food distribution system in the future. The Contractor shall have the capability to maintain an infrastructure support that facilitates electronic communication and electronic transfer of data between NJDA and the warehouse location(s). The data transfer shall conform to NJDA specifications and shall include all required information for the receipt of USDA Foods and storage detail on a daily basis. This electronic transfer would be through an automated interface with NJDA’s Food Distribution System, or via data upload. The system must be compliant with Section 5.9 of the RFP. If implemented, Vendor {Contractor} shall be required to work in concert with the Office of Information Technology (OIT), to ensure compliance with Federal and State agency requirements, and Section 5.9 of the Blanket P.O. {Contract}.

The Vendor {Contractor} shall have a web based inventory tracking system that can be viewed by NJDA staff on a daily basis. The book inventory must match the physical inventory.

The Vendor {Contractor} shall also provide the ability for NJDA staff to view federally donated USDA Foods data and generate reports of that data on the Vendor {Contractor} tracking systems.

The Vendor {Contractor} shall receive information from, and enter information into, USDA's Web Based Supply Chain Management System (WBSCM).

3.5 STORAGE TEMPERATURE RANGES

The following storage temperature ranges shall be maintained:

Dry Storage: 45°F – 80° F
Refrigerated: 34°F – 38° F
Frozen Storage: Maximum – 10° F or less

Storage temperature records/charts must be maintained by the Vendor {Contractor} on a daily basis and must be available for review, upon request, by representatives of the NJDA or USDA representatives.

3.6 GUARANTEE OF PERSONNEL

The Vendor {Contractor} shall guarantee and ensure that they are able to supply emergency personnel to continue operations in the event of an act of war, terrorism or other man-made or natural disaster. During this period, all personnel shall be available to ensure that the Vendor {Contractor} warehouse shall be operational and that all authorized recipients shall be able to pick up or receive USDA Foods for delivery to the disaster area as directed by the New Jersey Office of Emergency Management (OEM), Department of Law and Public Safety, Division of State Police, or upon the direction of the New Jersey Department of Agriculture (NJDA).

3.7 FACILITY SECURITY

To secure the actual food storage facility the Vendor {Contractor} shall at a minimum:

- Monitor visitors and restrict access to the establishment;
- Monitor all incoming and outgoing vehicles;
- Permit access only to personnel authorized to conduct food handling and storage;
- Secure the entire perimeter of the food storage facility with adequate fencing and security;
- Provide adequate interior and exterior lighting;
- Restrict access to laboratory and sensitive materials with key cards or other such security devices; and,
- Properly store and track hazardous chemicals; such as cleaning and sanitizing agents, pesticides, and processing aids.

3.8 PERSONNEL SECURITY ISSUES

The Vendor {Contractor} shall comply with the following for all employees that have direct contact with food products:

- Conduct pre-hiring/screening procedures, including at a minimum; criminal background checks, immigration status checks, and obtain and verify work references;

- Establish an identification system, including identification badges;
- Limit access so that employees may only enter those areas necessary for completing their job functions and provide food storage, handling and security training for all new employees;
- Provide training for all new employees; and,
- Training must include, but not be limited to, food storage, handling and security.

3.9 DELIVERIES

3.9.1 SCHEDULING DELIVERY APPOINTMENTS:

The carrier will arrange for a delivery appointment with the Vendor {Contractor} at least 24 hours before the expected delivery. All parties should address any non-federal shipment or delivery requirements in advance of the delivery (e.g., additional paperwork required by the Vendor {Contractor}). An earlier delivery date than scheduled shall not be accepted without NJDA approval. If the carrier arrives without a delivery appointment or is late for an appointment, the Vendor {Contractor} must make a good faith effort to accept the shipment, or work with the carrier to schedule delivery at a later time.

The Vendor {Contractor} should review WBSCM at least monthly to determine the orders of USDA Foods that are expected to be delivered to the warehouse, and the time frame for delivery. The Contractor shall schedule a delivery appointment with the carrier during this delivery period when contacted by the carrier. If the Vendor {Contractor} has not been contacted by the carrier within this time frame, then the Vendor {Contractor} shall notify NJDA and thereafter schedule an appointment at a later date as agreed to by the Vendor {Contractor}, carrier and NJDA.

Carrier unable to deliver USDA Foods- If a carrier arrives at the delivery location at the appointed time and is unable to unload USDA Foods as a result of action or inaction by the Vendor {Contractor}, the carrier may place the USDA Foods in storage or move them to another location which may subject the Vendor {Contractor} to additional charges.

Inspecting the Shipment- The Vendor {Contractor} must inspect each shipment and commercial receipt (e.g., BOL) carefully prior to unloading to ensure that the high security seal(s) is intact, to determine the overall condition of the USDA Foods and the number of units in the shipment, and to ensure the accuracy of the receipt.

- Seal: The Vendor {Contractor} shall ensure that the high security seal(s) on the door or other point of entry of the truck or trailer is intact, and must make a record of the serial number of the seal. If the high security seal is broken or lacking, or the serial number on the seal does not match the number on supporting documentation (e.g., BOL), the Vendor {Contractor} must refuse the shipment and immediately notify NJDA who will contact USDA. A refused shipment may only be accepted after a Condition of Container Inspection has been performed by a USDA representative and a Certificate of Quality and Condition has been issued which documents that the Condition of Container meets the applicable U.S. Standards for Condition of Food Containers. Any inspection costs must be paid by the carrier.

- Removal of seal and temperature check; The Vendor {Contractor} is responsible for the removal of the high security seal(s). For frozen or refrigerated foods, at a minimum, the Vendor {Contractor} must check the thermometer, which is usually located outside of the truck, to ensure that the temperature in the freezer or refrigeration unit is at an acceptable level, in accordance with contract specifications, and must ensure that the unit is switched on and working.

- Condition of USDA Foods: The Vendor {Contractor} must inspect the shipment to determine if the USDA Foods have been delivered in good condition and with no evidence of product tampering. The Vendor {Contractor} should take note of any odors, infestation (e.g., dead insects or nesting materials), or damage to inner or outer containers. For frozen foods, the Vendor {Contractor} should look for signs of defrosting or signs of thawing and re-freezing of the foods that occurred prior to the arrival of the shipment

- Quantity of USDA Foods: The Vendor {Contractor} shall determine if there is any obvious discrepancy from the quantity of USDA Foods ordered (e.g., an overage or shortage). A more careful count must be conducted as the shipment is unloaded and prior to the vendor or carrier departing.

- Out-of-condition USDA Foods and required notification: If Vendor {Contractor} inspection indicates that all, or a major portion, of the USDA Foods in the shipment are out-of-condition, the Vendor {Contractor} must immediately notify NJDA. NJDA will notify USDA who will consult with the appropriate Contracting Office to determine if the shipment is to be rejected, or if an inspection by State or local health authorities, or authorized USDA agent, must first be obtained to determine the condition of the USDA Foods. The Vendor {Contractor} shall inform NJDA of the inspection results so that USDA and the appropriate Contracting Office can determine if the shipment should be rejected. The Vendor {Contractor} must also ensure that the carrier is aware of the results of the Vendor {Contractor} inspection, subsequent inspection by health authorities, as applicable, and a decision to accept or reject the shipment. The carrier is responsible for the prompt removal of a rejected shipment.

- Acceptance of shipment: When unloading the shipment, the Vendor {Contractor} must segregate any out-of-condition USDA Foods from those in good condition. If the inspection indicates that some, but not a major portion, of the USDA Foods in the shipment are out-of-condition, or that there is only a minor discrepancy from the quantity of USDA Foods ordered, the Vendor {Contractor} may accept the shipment. If there is a major discrepancy in the quantity of USDA Foods delivered, the shipment should be accepted and NJDA should be notified.

- Out of condition USDA Foods shall remain segregated until inspected by NJDA Food Distribution staff. The NJDA Food Distribution Field Inspector or other NJDA designated staff will advise if the product is acceptable for use or must be disposed of.

3.9.2 UNLOADING SHIPMENTS:

Vendor {Contractor} Responsibilities

The Vendor {Contractor} shall be responsible for the following:

- Unloading the shipment of USDA Foods, and for removing and disposing of dunnage and other debris;
- Any charges associated with receiving and unloading the shipment;
- Requesting reimbursement, if necessary, for costs associated with restacking pallets that arrive poorly stacked. Appropriate documentation, including photographs, must be provided to NJDA to forward to the USDA, before the shipment is accepted;
- Fees levied on the carrier (e.g., gate fees or lumper fees) are not permissible;
- For shipments of frozen or refrigerated foods, the Vendor {Contractor} must ensure that the freezer or refrigeration unit remains on during unloading;

- The Vendor {Contractor} must count the number of cases, or other units of USDA Foods received, to determine if the quantity of foods delivered is the quantity ordered, or if there is an overage or shortage of the quantity ordered. Any overages or shortages must be noted on the signed delivery receipt and reflected in WBSCM; and,

- For split shipments between two or more destinations, it is the responsibility of the Vendor {Contractor} to unload the correct quantity at each delivery location in accordance with the Sales Orders; and
- The right to refuse any product that does not arrive on pallets or the equivalent.

<u>Carrier Responsibilities</u>

- The carrier is responsible for shipping product on pallets or equivalent (e.g., slip sheets), that are in acceptable condition, in accordance with applicable contract specifications.
- It is the responsibility of the carrier to re-seal/re-brace the truck for subsequent deliveries, such as in split shipments.

<u>Free Time</u>

The Vendor {Contractor} must complete the unloading of the shipment, and the removal of dunnage and other debris, within the period of free time. For palletized loads, free time is up to two (2) hours. For non-palletized loads, free time is up to six (6) hours. Failure to complete the unloading within the free time may incur a demurrage or detention charge which the Vendor {Contractor} may be obligated to pay.

3.9.3 RECORDS MAINTAINED BY THE CONTRACTOR

At a mimimum, the records to be maintained by the Vendor {Contractor} must include the following, and be provided to the State upon request:

- Type of USDA Food;
- Order Number, Contract Number, etc.;
- Carrier Name;
- Name of trucker;
- Truck/Trailer Number;
- Date/time of truck driver’s notification;
- Date/Time unloading began;
- Date/Time unloading was completed;
- Date/Time vehicle was released for departure;
- Total gross weight of freight unloaded; and
- Date/Time agreed upon for arrival of the truck.

Other required records to be retained by the Contractor for a period of five (5) years from the close of the fiscal year to which they pertain:

- The serial number of the high security seal(s) per truck.
- The temperature of a freezer or refrigerated truck or trailer upon arrival per truck.
- The result of any inspections by State or local health authorities or USDA certification agent to determine the condition of USDA Foods.
- The disposition of USDA Foods received out-of-condition, including, as applicable, the destruction of such foods, or a signed salvage receipt from the vendor or carrier.

The State may request additional information/records be maintained and will notify the Vendor {Contractor} as such.

3.9.4 SEGREGATING OUT-OF-CONDITION USDA FOODS

The Vendor {Contractor} must identify cases or other units of USDA Foods, or those USDA Foods within a case or other unit, that are out-of- condition and segregate such foods from those that are in good condition. USDA Foods with cosmetic damage (e.g., small dents) should be retained for use as feasible. If there is a doubt as to the condition of the USDA Foods, or a disagreement with the vendor or carrier regarding their condition, the Vendor {Contractor} must obtain an inspection of such foods by the appropriate health authorities.

3.9.5 FRESH PRODUCE

All Department of Defense fresh produce shall be inspected by the NJDA Warehouse Inspector prior to the Vendor {Contractor} receipting for the product. If shipments arrive, and an inspector is not available, NJDA may advise the Vendor {Contractor} to unload and sign for the shipments, noting on the documentation presented by the trucker that the product was offloaded but not inspected.

Product must not be distributed before an NJDA inspection, unless otherwise authorized.

3.9.6 DELIVERY RECEIPTS

The Vendor {Contractor} shall ensure that the delivery receipt (e.g., BOL) indicates the quantity of USDA Foods received, including product that is refused at the time of receipt for being out-of-condition and the quantity received in good condition, before signing and dating such receipt and returning it to the carrier. The carrier, and not the Vendor {Contractor}, is responsible for providing the vendor with the signed delivery receipt.

The Vendor {Contractor} must email to NJDA a warehouse receipt within 24 hours of delivery. The receipt must include: the NJDA code (list to be provided by NJDA), Web Based Supply Chain Management (WBSCM), Material Number, WBSCM Sales Order Number, Product Name, Lot Number, 0.# of cases, and # of gross pounds received. If possible it should also include best if used by dates.

As per USDA Policy Memo FD 062- *Electronic Receipting for USDA Direct and Multi-Food Shipments (Revised)*, the Vendor {Contractor} is responsible for entering the Goods Receipt in WBSCM within two (2) calendar days of receipt of the product. The Goods Receipt must indicate the quantity received in good condition, and, if applicable, the quantity received damaged or rejected. A detailed description of the procedures for entering a record of receipt of USDA Foods shipments into WBSCM may be found in the WBSCM application under Help>Training>Work Instructions>External>Fulfillment (W1-Ext)>Domestic>Enter Customer Shipment Receipt. The signed delivery receipt must match the Goods Receipt quantity entered in WBSCM.

Any damaged product that is not entered into WBSCM upon receipt will be evaluated by the NJDA inspector as in-house damage.

3.9.7 PALLET EXCHANGE

Pallet exchange (i.e., trading pallets of equal quantity and quality for those delivered with shipment) is not required but may occur at the discretion of the Vendor {Contractor} and should be arranged with the vendor or carrier in advance of delivery.

3.10 DISPOSITION OF OUT-OF-CONDITION USDA FOODS

Required notification- The Vendor {Contractor} is responsible for providing notification through the complaint process in WBSCM of product that is found to be out-of-condition after the load has been accepted. The complaint process may be found in the WBSCM application under Operations > Complaint Administration > Create/Display FNS Complaints.

Product that is found to be out-of condition/damaged after the load has been accepted must be entered into WBSCM as a complaint or the product will be evaluated by the NJDA inspector as in-house damage.

Out of condition USDA Foods must be reported weekly to the NJDA Food Distribution office. All damaged USDA Foods shall be removed from stock and accumulated so that food distribution field inspection staff may inspect them to determine the disposition. The Vendor {Contractor} in-house damaged USDA Foods shall be identified and stored separately from any USDA Foods with shipping damage.

In-house damage/ out-of-condition foods will be evaluated by the NJDA inspector to determine if the warehouse will be liable for the cost of the foods.

If a shipment that is found to contain out-of-condition USDA Foods, the Vendor {Contractor} must provide the vendor or carrier with the opportunity to remove such out-of-condition USDA Foods for salvage. If the vendor or carrier chooses to remove such USDA Foods, the Vendor {Contractor} must obtain a signed salvage receipt and provide it to NJDA who will provide it to USDA upon request.

- If the shipment has already been accepted and the vendor or carrier is unwilling to remove such foods, it is the responsibility of the Vendor {Contractor} to destroy or otherwise dispose of the out-of-condition USDA Foods, in accordance with State or local requirements pertaining to food safety and health after approval by NJDA. Out- of-condition USDA Foods may not be used in any USDA food assistance programs. Any USDA markings must be obliterated if the product is salvaged for other use.

- Damaged cargo which is still usable for human consumption shall be salvaged and accepted for program use. It is important that usable commodities bearing USDA labels do not get into commercial channels since their appearance for sale causes questions as to the propriety of their being sold, and many times result in expensive investigations. Damage to containers, without damage to the USDA Foods, is to be remedied by mending or replacing the containers. Salvage operations may be performed by the Vendor {Contractor} or the carrier, as mutually agreed upon. If canned goods are noticeably dented on the side or end seams, or are otherwise dented so as to seriously distort the shape of the cans, they shall not be accepted. Seriously rusted cans, or cans that are “springers,” “flippers,” or “swellers” are not considered salvageable.

Damaged cartons which cannot be salvaged for the program shall be disposed of as follows:

- Damaged USDA Foods must be reported weekly to the NJDA food distribution office.

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

- All USDA Foods, earmarked for dumping, must be approved for destruction and must be accompanied to the dumping area by a NJDA food distribution program field inspector. The USDA will approve the product for dumping.

- When USDA Foods which have a salvage value to the carrier are sold or destroyed, the contractor must furnish the NJDA with a receipt which shows that the USDA Foods were disposed of for an amount less than fifty percent (50%) of the claim value, or with a certificate of condemnation (when USDA Foods are dumped or destroyed), furnished by the appropriate agency, showing that the USDA Foods were unfit for human consumption.

- The NJDA Food Distribution Unit will consult with the USDA's regional office when guidance is needed, or if a USDA inspection of the USDA Foods is indicated.

Expenses incurred in the recouping of damaged commodities will be reimbursed by the NJDA's food distribution program. Acceptable costs for reimbursement include; hiring workers specifically for the purpose of reworking and re-packing damaged commodities, costs for containers for repacking and hauling/dumping costs incurred in the disposal of unsalvageable goods.

3.11 RECIPIENT AGENCY PICK-UP REQUIREMENTS

- NJDA will provide the Vendor {Contractor} with picking tickets on a monthly basis. Picking tickets will provide information on the pickup date, the name of the Recipient Agency (RA), the name of the trucker picking up the order (if applicable), and the types and amounts of USDA Foods to be provided.

- The Vendor {Contractor} shall be given access to the NJDA web based system, with prior Office of Information Technology (OIT) review and approval, and shall print the finalized picking tickets when notified by NJDA. Finalized picking tickets will be available the last week of each month for pickups during the following month.

- Recipient agency pick-up schedules shall be prearranged between NJDA, and the RA. Picking ticket changes after the initial printing will be communicated to the Vendor {Contractor} at least 24 hours in advance unless there is an emergency situation or it has been pre-arranged with the Vendor {Contractor}.

- All picking ticket changes, including date changes, must be approved by NJDA.

- Picking tickets shall be signed by the Contractor and trucker/RA authorized individual after foods have been loaded on pickup vehicle(s) to confirm the foods that were picked up. The amount of any items not available should be changed to zero (0) and the total number of cases picked up should be adjusted. All foods shall be picked-up at one loading facility.

- Outbound freight will be picked-up by recipient agencies in either owned or leased vehicles, or by way of RA contracted truckers. See Exhibit 1 for details on Outbound Freight "Pick-Up Shipments". The contractor must have sidings capable of handling the maximum numbers as shown in Exhibits 1 and 2.

- The Vendor {Contractor} shall make food available for pick-up in palletized or non-palletized loads. Movement of these NSLP foods may occur during all four weeks of the month. Regularly scheduled pickups occur between September and May. However, there may be some additional pickups during, June, July and August.

- The Vendor {Contractor} shall be obligated to load palletized shipments on the pick-up vehicle. Non-palletized shipments shall be placed at the pick-up vehicle tailgate. The warehouse employee is not required to hand load freight onto the pick-up vehicle. Any pick-up vehicle requesting palletized loads must have equivalent pallets to exchange.

- If a pick-up vehicle requesting palletized loads does not have an equivalent number of pallets to exchange, the pick-up vehicle can make arrangements to purchase pallets directly from the contractor at the time of pick-up or provide a slip sheet(s) to handle the removal of the commodities from the contractor's facility.

- Vendor {Contractor} must email a summary of daily pickups including RA names and numbers and total number of cases picked up per RA along with a copy of the daily signed picking tickets to NJDA staff within 48 hours of pickup.

3.12 REPORTS, COUNTS AND NOTIFICATION OF SHIPMENTS

The Vendor {Contractor} shall submit a monthly transactional inventory report, in either Word or Excel, to the NJDA's food distribution section, three (3) days after the last day of each month. That transaction inventory shall contain the following information by product description and code number:

- Beginning inventory as of the first day of the month;
- Amount of cases picked up during the month;
- Amount of cases received during the month;
- Separate listing for damaged or "hold" product; and
- Ending inventory as of last day of month.

The ending inventory as of the last day of the month must match the physical inventory. Any discrepancies between the book inventory and physical inventory will be noted monthly and the facility will be financially liable for missing cases if they are not located and accounted for by the time of the end of year reconciliation.

3.13 STORAGE INVENTORY SETTLEMENT PROCEDURE

The Vendor {Contractor} and the NJDA's Food Distribution Program staff shall take a physical count of all USDA Foods consigned to the State of New Jersey at the close of the State fiscal year, June 30th or if a discrepancy arises. The State fiscal year inventory reconciliation must be completed during July of each contract year or at a later date if requested by the Food Distribution Program of the NJDA. Damaged/out of condition USDA Foods will be counted and listed separately.

It is understood this inventory will be taken at no additional cost to the State of New Jersey for any labor or equipment used by the Vendor {Contractor}. It is understood that the inventory shall be taken in a prompt and careful manner.

Under 7 CFR 250.14(c) of the Food Distribution Program regulations, all storage facilities must be reviewed annually. The contractor must conduct an annual review of their storage facilities in conjunction with NJDA Food Distribution staff. Under 7 CFR 250.14(e), the State distributing agency (NJDA) and sub-distributing agencies (Vendor {Contractor}) must perform a physical inventory as part of the annual review, and the physical inventory must be reconciled to the book inventory. Finally, under section 7 CFR 250.16(a)(1), complete and accurate records must be maintained with respect to the receipt, distribution/use and inventory of donated foods.

As a result of the physical inventory and reconciliation to the book inventory, it is possible that shortages and overages in the inventory of specific items of USDA Foods will be identified. (A shortage occurs when the physical inventory count is less than the count from the book inventory; an overage when the physical inventory count is greater than the count from the book inventory.) The overages may be used, under the appropriate circumstances, to "offset" the shortages, thus reducing the total loss recorded, and also reducing any claim against the storage Vendor {Contractor} for the loss.

- NJDA must approve all proposed offsets;
- If the cause for a shortage can be determined, and if the loss results from theft, fraud, or negligence, then the shortage may not be offset and the loss must be reported as required in 7 CFR 250.15 (c).

- Offsets will be made on the basis of value and not weight; and
- USDA Foods included in the offset are not required to be of like or similar kind.

The starting inventory plus receipts minus disbursements equals the ending book inventory, which should equal the physical inventory at the time of the review. Any discrepancies between the ending book inventory and the physical inventory must be recorded and must be investigated by the contractor to determine, if possible, the cause or causes for those discrepancies.

When the physical inventory is complete, NJDA will consider, as part of the reconciliation process, whether to offset any shortages identified with any overages that are discovered. However, if the cause of any shortage can be identified, and if it results from theft, fraud, or negligence, then the shortage may not be offset and must be reported as a loss under 7 CFR 250.15(c).

The offset should be performed on the basis of all overages against all shortages (except those caused by theft, fraud or negligence) identified through the physical inventory and reconciliation process. Any remaining shortages must be reported as a loss under 7 CFR 250.15(c) and may result in a claim being filed against the storage facility by NJDA. Any remaining overages remain the property of the program and must be included in the inventory for that program going forward.

ALL USDA FOODS ARE REIMBURSABLE ON A CASE FOR CASE BASIS AT THE ESTABLISHED USDA COMMODITY PRICE INDEX FILE DELIVERED PRICE.

After the inventory is taken and reconciled by both parties, the Vendor {Contractor} shall reimburse the NJDA, at the current USDA Commodity Price Index Value, the amount of shortage (if any) after completion of all reconciliation. The Vendor {Contractor} shall have its final adjusted figures within 5-7 business days after the first count is taken.

There shall be no adjustments allowed between NSLP and other NJDA or USDA accounts held by the Vendor {Contractor}.

3.14 CHARGES/BILLING

Billing shall be based on gross weight of the USDA Foods as of the date of receipt, on a lot basis, including packaging.

USDA Foods received during the first half (the first (1^{st}) through the fifteenth (15^{th})) of any calendar month will be charged, on a lot basis, at the full month rate for storage. USDA Foods received on the sixteenth (16^{th}) of the month, up to the last day of the month, shall be charged at a half (1/2) month rate for each half (1/2) month the specific USDA Food remains in storage.

Fresh produce received from USDA or DOD shall be billed on a one-half (1/2) month rate for each one-half (1/2) month it remains in storage.

Recurring charges: At the end of the first month of receipt of the product, billing shall be at a one-half (1/2) month rate for each one-half month it remains in storage thereafter until the balance of the USDA Food is removed from storage. The first half of the month will end on the fifteenth (15^{th}) of each month; the second half of the month will begin on the sixteenth (16^{th}) of the month and end on the last day of the month. The Vendor {Contractor} shall not be permitted to begin billing for the previous period's carry over inventory balance until the sixteenth (16^{th}) of the month or the first (1^{st}) day of the next month that the specific USDA Food remains in storage.

Handling charges per one hundred pounds (cwt.) are permitted but shall be limited to inbound freight to the contractor's warehouse. Billing is an all-inclusive rate of direct and indirect costs, and must be inclusive of, but not limited to, cwt, all labor, clerical, forklifts, pallets, rentals, packaging, overtime pay, and any other expenses incurred.

Handling and storage fees will vary per storage type (freezer, cooler, dry) as per the price sheet.

3.15 PRICE ADJUSTMENT

All pricing shall be held firm for the first full year of the contract. Two (2) months prior to the anniversary of the contract award, and any subsequent extensions of the contract, Vendor {Contractor} may submit a price adjustment request. If no request is received by thirty (30) days prior to the contract anniversary date, no price adjustment will be evaluated for that Vendor {Contractor} for that year, and all pricing will be held firm from the previous year. No retroactive increases shall be allowed.

The price adjustment shall be directly tied to the Producer Price Index (PPI) for that commodity code as published by the United States Department of Labor. The percentage adjustment will be calculated by the average of the preceeding twelve (12) months. No single year pricing adjustment will exceed a 7% increase.

The price adjustment request submission requirements are:

- Must be on Vendor {Contractor} letterhead and signed by authorized person to do so. (pdf file of this letter is acceptable).

- Must contain supporting PPI data for the request.

- Must provide an Excel spreadsheet identifying:
    - price line number;
    - current price;
    - requested price adjustment amount;
    - requested price adjustment percentage; and,
    - final adjusted pricing requested for that line.

Price adjustments shall only be valid when they have been reduced to writing and approved in writing at the sole discretion of the Director. No other changes or revisions to the Blanket P.O. {Contract} and/or price list shall be permitted. The State's decision shall be final.

All approved Blanket PO {Contract} price increases will be reflected in a revised Blanket PO {Contract} to the Vendor {Contractor} and the publication of a Change Order {Contract Amendment} on the Division's NJSTART website.

The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates, or any promotional programs offered by the manufacturer, and verify the information provided by the Vendor {Contractor} with the manufacturer or any third party at any time during the term of the Blanket P.O. {Contract}.

4.0 QUOTE {PROPOSAL} PREPARATION AND SUBMISSION

4.1 GENERAL

Quotes {Proposals} including Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the Bid Solicitation {RFP} as defined in Section 2.1.1 of this Bid Solicitation {RFP}, or that diminish the State's rights under any Blanket P.O. {Contract} resulting from the Bid Solicitation {RFP}, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and conditions before issuing a Blanket P.O. {Contract} award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote {Proposal} submission. In the event that a Vendor {Bidder} intends to propose terms and conditions contrary to the Bid Solicitation {RFP}, these Vendor {Bidder} proposed terms and conditions shall only be considered if submitted pursuant to the procedure set forth in Section 1.3.1 of this Bid Solicitation {RFP}. Vendors {Bidders} shall not submit exceptions on the "Terms and Conditions" Tab through ***NJSTART***. Under no circumstance is the State required to accept a Vendor's {Bidder's} exception to the Bid Solicitation {RFP}.

In the event that prior to Notice of Intent to Award, the Division notifies the Vendor {Bidder} of any such conflicting Vendor {Bidder} proposed term or condition and the conflict it poses, the Division may require the Vendor {Bidder} to either withdraw it or withdraw its Quote {Proposal}.

After award of Blanket P.O. {Contract}:

a. if conflict arises between a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} and a term or condition of the Bid Solicitation {RFP}, the term or condition of the Bid Solicitation {RFP} will prevail; and

b. if the result of the application of a Vendor {Bidder} proposed term or condition included in the Quote {Proposal} would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this Bid Solicitation {RFP}, including the instructions on the Bid Solicitation's {RFP's} Offer and Acceptance Page {Signatory Page} and through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page, in preparing and submitting its Quote {Proposal}.

Use of URLs in a Quote {Proposal} should be kept to a minimum and may not be used to satisfy any material term of a Bid Solicitation {RFP}. If a preprinted or other document included as part of the Quote {Proposal} contains a URL, a printed (or if a Quote {Proposal} is submitted electronically, electronic) copy of the URL page shall be provided and will be considered as part of the Quote {Proposal}. Additional URLs on the copy of the URL page shall not be considered as part of the Quote {Proposal} unless a copy of those URL pages are also provided.

The forms discussed herein and required for submission of a Quote {Proposal} in response to this Bid Solicitation {RFP} are available on the Division's website (http://www.state.nj.us/treasury/purchase/forms.shtml) unless noted otherwise.

4.2 QUOTE {PROPOSAL} DELIVERY AND IDENTIFICATION

A Quote {Proposal} must arrive at the Division in accordance with this Bid Solicitation's {RFP's} instructions within the time frames noted on the Bid Solicitation {RFP} cover sheet and on the "Summary" page of the Bid Solicitation in ***NJSTART***. Vendors {Bidders} submitting electronic Quotes {Proposals} via ***NJSTART*** are cautioned to allow adequate time to ensure timely uploads of all Quote {Proposal} documents to mitigate unforeseen delays or issues. Vendors {Bidders} submitting hard copy Quotes {Proposals} are cautioned to allow adequate delivery time to ensure timely delivery of Quotes {Proposals}. **State regulation mandates that late Quotes {Proposals}, regardless of submission method, are ineligible for consideration**. **THE EXTERIOR OF ALL QUOTE {PROPOSAL} PACKAGES ARE TO BE LABELED WITH THE BID SOLICITATION {RFP} IDENTIFICATION NUMBER AND THE FINAL QUOTE {PROPOSAL} SUBMISSION DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 *NJSTART* ELECTRONIC SUBMISSION VS. HARD COPY SUBMISSION INSTRUCTION

4.3.1 *NJSTART* SUBMISSION OF QUOTE {PROPOSAL}

If the Vendor {Bidder} is submitting a ***NJSTART*** Quote {Proposal}, hard copy submission is not required. Vendors {Bidders} may refer to the QRGs "Vendor Registration" and "Submit a Quote" for additional instructions detailing how to enroll in ***NJSTART*** and submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page. If the Vendor {Bidder} submits both a ***NJSTART*** and a hard copy of the Vendor's {Bidder's} Quote {Proposal}, the ***NJSTART*** Quote {Proposal} will prevail in the event of a discrepancy between the electronic and paper versions.

When submitting a ***NJSTART*** Quote {Proposal}, do not use any symbols (i.e., #, @, $, &, *) in the filename. In addition, the Vendor {Bidder} should name each uploaded electronic file and folder as follows:

Vendor {Bidder} name, Volume #, Bid Solicitation {RFP} number, File Content.

If the Vendor {Bidder} submits a Quote {Proposal} electronically through ***NJSTART***, the Vendor {Bidder} should select the "Confidential" option in ***NJSTART*** for attachments on the "Attachments" Tab to request that the documents not be displayed publicly through ***NJSTART***.

Note: Marking an attachment as "Confidential" in ***NJSTART*** shall not constitute the Vendor's {Bidder's} designation of the attachment as exempt from public disclosure under OPRA and/or the common law as outlined in Section 1.4.4.

4.3.2 HARD COPY SUBMISSION

If the Vendor {Bidder} is submitting a hard copy Quote {Proposal}, the Vendor {Bidder} must submit the following:

a. **One (1) complete Quote {Proposal}, comprising all volumes and including original, physical signature**, clearly marked as the "ORIGINAL" Quote {Proposal}.

b. **One (1) complete Quote {Proposal}, comprising all volumes**, clearly marked as the "Copy" Quote {Proposal;

c. **Five (5) complete and exact ELECTRONIC copy(ies**) of the original Quote {Proposal} in PDF file format on disc (CD or DVD). These should be cover to cover copies, and should not be password protected. **THE PRICE SCHEDULE (VOLUME 3) SHALL NOT BE INCLUDED ON THIS DISC; and**

d. **One (1) complete and exact ELECTRONIC copy** of the original price schedule (Volume 3) in Microsoft Excel file format on disc (CD or DVD). This should be a cover to cover copy, and should not be password protected.

Copies are necessary in the evaluation of the Quote {Proposal} and for record retention purposes. A Vendor {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. The Vendor {Bidder} should make and retain a copy of its Quote {Proposal}.

4.4 QUOTE {PROPOSAL} CONTENT

The Quote {Proposal} should be submitted in three (3) volumes with the content of each volume as indicated below.

Volume 1
Section 1 - Forms (Sections 4.4.1 and 4.4.2)

Note: In general, Volume 1 applies to hard copy submissions; however, there may be instances where bid specific forms are required through ***NJSTART*** electronic submission as well.

Volume 2
Section 2 - Technical Quote {Proposal} (Section 4.4.3)
Section 3 - Organizational Support and Experience (Section 4.4.4)
Section 3A - Any other miscellaneous documents to be included by the Vendor {Bidder}

Volume 3
Section 4 – Price Schedule (Section 4.4.5)

Note: Vendors {Bidders} submitting Quotes {Proposals} through ***NJSTART*** must complete its Price Schedule (Volume 3) as an attachment using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab (See Sections 4.4.1.6 and 4.4.5 of this Bid Solicitation {RFP}). The Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***. In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the Items Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE {PROPOSAL}

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

In the event that a Vendor {Bidder} fails to attach a required form, or the attached form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}.

Vendors {Bidders} submitting forms through hard copy must complete the full version of the form and may refer to instructions included within the forms on the Division's website.

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms whether submitting through ***NJSTART*** or as a hard copy.

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete, including signature of an authorized representative of the Vendor {Bidder}, and submit the Offer and Acceptance Page {Signatory Page} accompanying this Bid Solicitation {RFP} (whether submitted through ***NJSTART*** or as a hard copy). If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. All information requested must be submitted. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the Quote {Proposal}.

4.4.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that either:

a. The Vendor {Bidder} has no operations in Northern Ireland; or

b. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page} AND must include, as part of its Quote {Proposal}, a statement indicating its refusal to comply with the provisions of this Act.

4.4.1.1.2 NO SUBCONTRACTOR CERTIFICATION

For a Quote {Proposal} that does NOT include the use of any Subcontractors, by signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is *automatically* certifying that:

a. In the event the award is granted to the Vendor's {Bidder's} firm and the Vendor {Bidder} later determines at any time during the term of the Blanket P.O. {Contract} to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Vendor {Bidder} shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors; and

b. If the Blanket P.O. {Contract} is a small business subcontracting set-aside, the Vendor {Bidder} certifies that in engaging Subcontractors, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 *et seq*.

4.4.1.1.3 NON-COLLUSION

By submitting a Quote {Proposal} and signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} certifies as follows:

a. The price(s) and amount of its Quote {Proposal} have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor, Bidder} or any other party;

b. Neither the price(s) nor the amount of its Quote {Proposal}, and neither the approximate price(s) nor approximate amount of this Quote {Proposal}, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote {Proposal} submission;

c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O. {Contract}, or to submit a Quote {Proposal} higher than this Quote {Proposal}, or to submit any intentionally high or noncompetitive Quote {Proposal} or other form of complementary Quote {Proposal};

d. The Quote {Proposal} of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote {Proposal}; and

e. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

4.4.1.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders/Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:
http://www.state.nj.us/treasury/purchase/ethics_guide.shtml

By signing the Bid Solicitation {RFP} Offer and Acceptance Page {Signatory Page}, the Vendor {Bidder} is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to -28.

4.4.1.2 NJ STANDARD BID SOLICITATION {RFP} FORMS REQUIRED WITH THE QUOTE {PROPOSAL}

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.4.1.2 shall be cause to reject its Quote {Proposal} as non-responsive.

4.4.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or sole proprietorship, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote {Proposal}. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote {Proposal} submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote {Proposal}.

Vendors {Bidders} using ***NJSTART*** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Ownership Disclosure Form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote {Proposal} must complete the full Ownership Disclosure Form located on the Division's website. This form is also available in NJSTART (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate the most current version of the Ownership Disclosure Form as the Primary Form. In the event that a Vendor {Bidder} fails to attach an Ownership Disclosure Form, or the attached Ownership Disclosure Form is deemed deficient, the Division may access the Primary Form to be considered as part of the Quote {Proposal}. Note: The Primary Form must have a Date Created within six (6) months of the Quote {Proposal} submission deadline to be considered valid.

4.4.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote {Proposal} will result in the rejection of the Quote {Proposal} as non-responsive and preclude the award of a Blanket P.O. {Contract} to said Vendor {Bidder}.

Vendors {Bidders} using ***NJSTART*** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, completing and attaching the shortened Disclosure of Investment Activities in Iran form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote {Proposal} must complete the full Disclosure of Investment Activities in Iran form located on the Division's website. The full version of the form is also available in NJSTART (www.njstart.gov).

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} utilizing ***NJSTART*** should designate the most current version of the Disclosure of Investment Activities in Iran form as the Primary Form. In the event that a Vendor {Bidder} fails to attach a Disclosure of Investment Activities in Iran form, or the attached Disclosure of Investment Activities in Iran form is deemed deficient, the Division may access the Primary Form, as designed in the Vendor {Bidder} profile, to be considered as part of the Quote {Proposal}.

4.4.1.3 SUBCONTRACTOR UTILIZATION PLAN

Subcontracting is not allowed as part of this Blanket P.O. {Contract}.

4.4.1.4 SMALL BUSINESS REGISTRATION FOR SET-ASIDE BLANKET P.O. {CONTRACTS}

Not applicable to this procurement.

4.4.1.4.1 SMALL BUSINESS SET-ASIDE BLANKET P.O. {CONTRACTS}

Not applicable to this procurement.

4.4.1.4.2 SMALL BUSINESS SUBCONTRACTING SET-ASIDE BLANKET P.O. {CONTRACTS}

Not applicable to this procurement.

4.4.1.5 BID SECURITY

Not applicable to this procurement.

4.4.1.6 PRICING

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab and supply any additional pricing information as directed in RFP Section 4.4.5.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE {PROPOSAL}

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.4 of this Bid Solicitation {RFP}.

4.4.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. To facilitate the Quote {Proposal} evaluation and Blanket P.O. {Contract} award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote {Proposal}. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote {Proposal} opening, or whose BRC was revoked prior to the submission of the Quote {Proposal}, should proceed immediately to register its business or seek reinstatement of a revoked BRC. Vendors {Bidders} should verify its BRC status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} BRC, ***NJSTART*** provides a link to take corrective action.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor's {Bidder's} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote {Proposal} must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. {Contract} award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. {Contract} award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O. {Contract}, inclusive of any Blanket P.O. {Contract} extensions.

4.4.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote {Proposal}, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit the form with the Quote {Proposal}, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote {Proposal} non-responsive.

Vendors {Bidders} using ***NJSTART*** to submit a Quote {Proposal} shall make the appropriate certification on the "Maintain Terms and Categories" Tab within its profile by checking the applicable box and, if required, complete and attach the shortened ***NJSTART*** form. Vendors {Bidders} not using ***NJSTART*** to submit a Quote {Proposal} must complete the full version of the form located on the Division's website. This form is also available in NJSTART.

Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. Vendors {Bidders} may also refer to the QRG "Vendor Categories and Certifications" for additional instructions on completing shortened versions of required forms by completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket P.O. {Contract}, the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote {Proposal} is requested and advised. See Bid Solicitation {RFP} Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

4.4.3 TECHNICAL QUOTE {PROPOSAL}

In this section, the Vendor {Bidder} shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The Vendor {Bidder} must set forth its understanding of the requirements of this Bid Solicitation {RFP} and its ability to successfully complete the Blanket P.O. {Contract}. The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

If submitting via ***NJSTART***, the Vendor {Bidder} shall upload, at a minimum, its technical Quote {Proposal} response for Section 4.4.3 (Technical Quote {Proposal}) and Section 4.4.4 (Organizational Support and Experience) and attach to its Quote {Proposal} submission. Failure to do so may result in your Quote {Proposal} being deemed non-responsive.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.3.1 VENDOR {BIDDER} QUOTE {PROPOSAL} OVERVIEW

The Vendor {Bidder} must complete the information requested on the Vendor {Bidder} Quote {Proposal} Overview Form attached to this Bid Solicitation {RFP} so that the State is able to make a sound business judgment regarding the Vendor {Bidder} experience and capability to perform the contract to the State's satisfaction.

The State may require a Vendor {Bidder} to provide additional information or documentation within three (3) business days of request by the State.

4.4.3.2 MANAGEMENT OVERVIEW

Not applicable to this procurement.

4.4.3.3 BLANKET P.O. {CONTRACT} MANAGEMENT

Not applicable to this procurement.

4.4.3.4 BLANKET P.O. {CONTRACT} SCHEDULE AND PLANS

4.4.3.4.1 BLANKET P.O. {CONTRACT} SCHEDULE

Not applicable to this procurement.

4.4.3.4.2 MOBILIZATION PLAN

Not applicable to this procurement.

4.4.3.4.3 PROJECT PLAN

Not applicable to this procurement.

4.4.3.4.4 CONTINGENCY PLAN

Not applicable to this procurement.

4.4.3.4.5 POTENTIAL PROBLEMS

The Vendor {Bidder} should set forth a summary of any and all problems that the Vendor {Bidder} anticipates during the term of the Blanket P.O. {Contract}. For each problem identified, the Vendor {Bidder} should provide its proposed solution.

4.4.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Vendor {Bidder} shall include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Vendor's {Bidder's} qualifications, and capabilities to perform the services required by this Bid Solicitation {RFP}.

The Vendor {Bidder} should include the level of detail it determines necessary to assist the evaluation committee in its review of Vendor's {Bidder's} Quote {Proposal}.

4.4.4.1 LOCATION

The Vendor {Bidder} shall include the address of the Vendor's {Bidder's} office where responsibility for managing the Blanket P.O. {Contract} will take place. The Vendor {Bidder} shall include the telephone number and name of the individual to contact.

4.4.4.2 ORGANIZATION CHARTS

a. **Blanket P.O. {Contract} -Specific Chart**. The Vendor {Bidder} shall include a Blanket P.O. {Contract} organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Blanket P.O. {Contract}. The chart should include the labor category and title of each such individual; and

b. **Chart for Entire Firm**. The Vendor {Bidder} should include an organization chart showing the Vendor's {Bidder's} entire organizational structure. This chart should show the relationship of the individuals assigned to the Blanket P.O. {Contract} to the Vendor's {Bidder's} overall organizational structure.

4.4.4.3 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Blanket P.O. {Contract}. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Blanket P.O.s {Contracts} of a similar size and scope to those required by this Bid Solicitation {RFP}. Resumes should include the following:

a. The individual's previous experience in completing each similar Blanket P.O. {Contract};

b. Beginning and ending dates for each similar Blanket P.O. {Contract};

c. A description of the Blanket P.O. {Contract} demonstrating how the individual's work on the completed Blanket P.O. {Contract} relates to the individual's ability to contribute to successfully providing the services required by this Bid Solicitation {RFP}; and

d. With respect to each similar Blanket P.O. {Contract}, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Vendor {Bidder} should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Vendor {Bidder} submits resumes pursuant to this paragraph, the Vendor {Bidder} shall redact the social security numbers, home addresses, personal telephone numbers, and any other personally identifying information other than the individual's name from the resume.

4.4.4.4 BACKUP STAFF

The Vendor {Bidder} should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Vendor {Bidder} must hire management, supervisory and/or key personnel if awarded the Blanket P.O. {Contract}, the Vendor {Bidder} should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Blanket P.O. {Contract} term.

4.4.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Vendor {Bidder} must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Vendor's {Bidder's} ability to successfully complete services similar to those required by this Bid Solicitation {RFP}. Emphasis must be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation {RFP}. A description of all such contracts must be included and should show how such contracts relate to the ability of the firm to complete the services required by this Bid Solicitation {RFP}. For each such contract, the Vendor {Bidder} should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Vendor {Bidder} must provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Vendor's {Bidder's} Quote {Proposal}. The Vendor {Bidder} must provide a detailed description of services to be provided by each Subcontractor.

4.4.4.6 FINANCIAL CAPABILITY OF THE VENDOR {BIDDER}

In order to provide the State with the ability to judge the Vendor's {Bidder's} financial capacity and capabilities to undertake and successfully complete the Blanket P.O. {Contract}, the Vendor {Bidder} should submit opined certified financial statements in accordance with applicable standards by a Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year. If certified financial statements are not available, the Vendor {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 Vendor {Bidder} as of, and for, the periods presented in the statements. In addition, the Vendor {Bidder} should submit a bank reference.

If the information is not supplied with the Quote {Proposal}, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote {Proposal} non-responsive.

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

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

4.4.5 PRICE SCHEDULE/SHEET

The Vendor {Bidder} must submit its pricing using the State-supplied price sheet/schedule(s) accompanying this Bid Solicitation {RFP} and located on the "Attachments" Tab.

Vendors {Bidders} may refer to the QRG "Submit a Quote" for instructions detailing how to submit a ***NJSTART*** electronic Quote {Proposal}. QRGs are located on the NJSTART Vendor Support Page.

4.4.5.1 NJSTART PRICING SUBMISSION INSTRUCTIONS

If the Vendor {Bidder} is submitting a ***NJSTART*** Quote {Proposal}, the Vendor {Bidder} must enter a Unit Cost of $1.00 for each price line item on the "Items" Tab in ***NJSTART***. The Vendor {Bidder} is instructed to do so only as a mechanism to comply with Bid Solicitation {RFP} Section 6.8 and prevent all pricing from being publicly displayed in ***NJSTART***.

4.4.5.2 PRICE SHEET/SCHEDULE ATTACHMENT INSTRUCTIONS

On the Price Sheet Attachment, the Vendor {Bidder} must bid all of the items in the Zone (s) they are bidding. Northern (Zone B) and Southern (Zone A). One (1) award will be made for each Zone. Failure to submit a bid for any item in the specific Zone being bid, will result in the Bidders submission being found non-responsive for that Zone.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

4.4.5.3 USE OF "NO BID" VERSUS "NO CHARGE" ON THE PRICE SHEET/SCHEDULE

If the Vendor {Bidder} is not submitting a price for an item on a price line, the Vendor {Bidder} must indicate "No Bid" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. If the Vendor {Bidder} will supply an item on a price line free of charge, the Vendor {Bidder} must indicate "No Charge" on the State-supplied price sheet/schedule(s) attachment accompanying this Bid Solicitation {RFP}. The use of any other identifier may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive. If the Vendor {Bidder} leaves a price line blank, this shall mean that it was the Vendor's {Bidder's} intent to not submit a price for that price line.

4.4.5.4 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation {RFP}, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Proposals {Quotes} shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Proposals {Quotes} submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor's {Contractor's} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.4.5.5 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote {Proposal} and shall be deemed non-responsive.

4.4.5.6 CASH DISCOUNTS

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes {Proposals}.

Should the Vendor {Bidder} choose to offer a cash discount the following shall apply:

a. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and

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

4.4.6 COOPERATIVE PURCHASING PROGRAM

Not applicable to this procurement.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE BLANKET P.O.

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. {Contract} awarded, and the entire agreement between the parties, as a result of this Bid Solicitation {RFP} shall consist of this Bid Solicitation {RFP}, SSTC, Bid Amendment {Addenda} to this Bid Solicitation {RFP}, the Vendor's {Contractor's} Quote {Proposal}, any Best and Final Offer, and the Division's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O. {Contract}, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

a. Executed Offer and Acceptance Page {Signatory Page};

b. Bid Solicitation {RFP} Section 5, as may be amended by Bid Amendment {Addenda};

c. The State of NJ Standard Terms and Conditions (SSTC) accompanying this Bid Solicitation {RFP};

d. All remaining sections of the Bid Solicitation {RFP}, as may be amended by Bid Amendment {Addenda};

e. The Vendor's {Contractor's} final submitted Best and Final Offer; and

f. The Vendor's {Contractor's} Proposal as accepted by the State.

Note: In the event of conflicting information between the Bid Solicitation {RFP} and fields contained in ***NJSTART***, the Bid Solicitation {RFP} will govern and ***NJSTART*** will be updated via Bid Amendment {Addenda} or Change Order {Contract Amendment}.

5.2 BLANKET P.O. {CONTRACT} TERM AND EXTENSION OPTION

The term of this Blanket P.O. {Contract} shall be for a period of **two (2) Years**. The anticipated "Blanket P.O. {Contract} Effective Date" is provided on the "Summary" page the Bid Solicitation in ***NJSTART***. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Vendor {Bidder} agrees to accept a Blanket P.O. {Contract} for the full term of this Blanket P.O. {Contract}.

This Blanket P.O. {Contract} may be extended up to **three (3) Years** with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State.

5.3 BLANKET P.O. {CONTRACT} TRANSITION

In the event that a new Blanket P.O. {Contract} has not been awarded prior to this Blanket P.O. {Contract} expiration date, including any extensions exercised, and the State exercises this Blanket P.O. {Contract} transition, the Vendor {Contractor} shall continue this Blanket P.O. {Contract} under the same terms and conditions until a new Blanket P.O. {Contract} can be completely operational. At no time shall this transition period extend more than **one hundred eighty (180) DAYS** beyond the expiration date of this Blanket P.O. {Contract}, including any extensions exercised.

5.4 CHANGE ORDER {CONTRACT AMENDMENT}

Any changes or modifications to the terms of this Blanket P.O. {Contract} shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

5.5 VENDOR {CONTRACTOR} RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. {Contract}. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Blanket P.O. {Contract}. The Vendor {Contractor} shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Blanket P.O. {Contract} shall not in any way relieve the Vendor {Contractor} of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Vendor's {Contractor's} performance of this Blanket P.O. {Contract}.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the Vendor {Contractor} to substitute any management, supervisory or key personnel, the Vendor {Contractor} shall identify the substitute personnel and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Vendor {Contractor} shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Vendor {Contractor} has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this Bid Solicitation {RFP}.

The Vendor {Contractor} shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Vendor {Contractor} has received written approval from the Director.

If it becomes necessary for the Vendor {Contractor} to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Vendor {Contractor} will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution or addition.

The Vendor {Contractor} must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Vendor {Contractor} in its Quote {Proposal}.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O. {Contract}, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Blanket P.O. {Contract} shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Vendor's {Bidder's/Contractor's} Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Vendor {Contractor} or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Blanket P.O. {Contract}, Vendor {Contractor} or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Vendor {Bidder} anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote {Proposal}. Otherwise, the language in the first paragraph of this section prevails. If the Vendor {Bidder} identifies such intellectual property ("Background IP") in its Quote {Proposal}, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O. {Contract}, as well as any modifications or adaptations thereto, remain the property of the Vendor {Bidder}. Upon Blanket P.O. {Contract} award, the Vendor {Bidder/Contractor} shall grant the State a nonexclusive, perpetual royalty free license to use any of the Vendor's {Bidder's/Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O. {Contract}.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the State to the Vendor {Contractor} are confidential (State Confidential Information). The Vendor {Contractor} must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Vendor {Contractor} is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the State that is deemed confidential. Any use, sale, or offering of this data in any form by the Vendor {Contractor}, or any individual or entity in the Vendor's {Contractor's} charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Vendor's {Contractor's} suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Vendor {Contractor} shall assume total financial liability incurred by the Vendor {Contractor} associated with any breach of confidentiality.

When requested, the Vendor {Contractor} and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the State. The Vendor {Contractor} may be required to view yearly security awareness and confidentiality training modules provided by the State. Where required, it shall be the Vendor's {Contractor's} responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The State reserves the right to obtain, or require the Vendor {Contractor} to obtain, criminal history background checks from the New Jersey State Police for all Vendor {Contractor} and project staff (to protect the State of New Jersey from losses resulting from Vendor {Contractor} employee theft, fraud or dishonesty). If the State exercises this right, the results of the background check(s) must be made available to the State for consideration before the employee is assigned to work on the State's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on State Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 VENDOR'S {CONTRACTOR'S} CONFIDENTIAL INFORMATION

a. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena.

b. By virtue of this Blanket P.O. {Contract}, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Blanket P.O. {Contract}. Vendor's {Contractor's} Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Vendor's {Contractor's} Quote {Proposal} as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. {Contract} are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

c. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

d. The State agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

e. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket P.O. {Contract} pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information;

f. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

g. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(e), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(e), or (iv) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(f), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(f).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Vendor {Contractor} at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

a. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT (www.nj.gov/it/ps). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT (www.nj.gov/it/ps); and

b. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et. seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Vendor {Contractor} must also conform to Payment Card Industry (PCI) Data Security Standard.

Data Transmission: The Vendor {Contractor} must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Vendor {Contractor} must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Vendor {Contractor} must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Vendor {Contractor} in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Project Manager. The Vendor {Contractor} must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Vendor {Contractor} must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Vendor {Contractor}. No State data of any kind must be transmitted, exchanged or otherwise passed to other Vendors {Contractors} or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

Data Breach: Unauthorized Release Notification: The Vendor {Contractor} must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Vendor's {Contractor's} security obligations or other event requiring notification under applicable law ("Notification Event"), the Vendor {Contractor} must assume responsibility for informing the State Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Blanket P.O. {Contract} Data Handling: Upon termination/expiration of this Contract the Vendor {Contractor} must first return all State data to the State in a usable format as defined in the Blanket P.O. {Contract}, or in an open standards machine-readable format if not. The Vendor {Contractor} must then erase, destroy, and render unreadable all Vendor {Contractor} copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently 09-10-NJOIT (www.nj.gov/it/ps) and certify in writing that these actions have been completed within thirty (30) days after the termination/expiration of the Blanket P.O. {Contract} or within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 NEWS RELEASES

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. {Contract} without the prior written consent of the Director.

5.11 ADVERTISING

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. {Contract} as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O. {Contract}. The Vendor {Contractor} shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the Bid Solicitation {RFP}, the Vendor {Contractor} shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. {Contract} award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote {Proposal}.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

Nothing in this Blanket P.O. {Contract} shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL BLANKET P.O. {CONTRACT} REQUIREMENTS

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. {Contract} requirements, the Director may take steps to terminate this Blanket P.O. {Contract} in accordance with the SSTC, authorize the delivery of Blanket P.O. {Contract} items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.14 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Vendor {Contractor} shall not begin performing any additional work or special projects without first obtaining the State Contract Manager's recommendation and the Director's written approval.

In the event of additional work and/or special projects, the Vendor {Contractor} must present a written Quote {Proposal} to perform the additional work to the State Contract Manager. The Quote {Proposal} should provide justification for the necessity of the additional work. The relationship between the additional work and the base Blanket P.O. {Contract} work must be clearly established by the Vendor {Contractor} in its Quote {Proposal}.

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

The written Quote {Proposal} must detail the cost necessary to complete the additional work in a manner consistent with this Blanket P.O. {Contract}. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Vendor {Contractor} in the Vendor's {Contractor's} original Quote {Proposal} submitted in response to this Bid Solicitation {RFP}. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm, fixed price should specifically reference and be tied directly to costs submitted by the Vendor {Contractor} in its original Quote {Proposal}. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

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

In the event the Vendor {Contractor} proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Vendor's {Contractor's} sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.17 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

The indemnification provisions set forth in the SSTC, Section 4.1 shall prevail.

5.18 ACCESSIBILITY COMPLIANCE

Not applicable to this procurement.

5.19 BLANKET P.O. {CONTRACT} ACTIVITY REPORT

The Vendor {Contractor} must provide, on a calendar quarterly basis, a record of all purchases made under this Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}. This reporting requirement includes sales to State using agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O. {Contract}, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-state agencies. Quasi-state agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft excel such that an analysis can be made to determine the following:

a. Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O. {Contract};

b. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. {Contract} discount applied; and

c. Total dollars paid to Subcontractors.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Blanket P.O. {Contract} requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Vendor {Contractor} must submit the required information in Microsoft Excel format to NJSupplierReports@treas.state.nj.us

Reports are due:

Quarter 1:	January 1st through March 31st – due by April 30th
Quarter 2:	April 1st through June 30th – due by July 30th
Quarter 3:	July 1st through September 30th – due by October 30th
Quarter 4:	October 1st through December 31st – due by January 30th

5.20 ELECTRONIC PAYMENTS

With the award of this Blanket P.O. {Contract}, the successful Vendor(s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: http://www.state.nj.us/treasury/omb/forms/index.shtml. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Vendors {Contractors} access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at AAIUNIT@treas.nj.gov to request access to this application.

5.21 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor's {Bidder's} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Blanket P.O. {Contract}. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O. {Contract}, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE {PROPOSAL} EVALUATION

6.1 RIGHT TO WAIVE

The Director reserves the right to waive minor irregularities or omissions in a Quote {Proposal}. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 DIRECTOR'S RIGHT OF FINAL QUOTE {PROPOSAL} ACCEPTANCE

The Director reserves the right to reject any or all Quotes {Proposals}, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s {Contracts} in accordance with N.J.S.A. 52:34-12. Tie Quotes {Proposals} will be awarded by the Director in accordance with N.J.A.C.17:12-2.10.

6.3 STATE'S RIGHT TO INSPECT VENDOR (BIDDER) FACILITIES

The State reserves the right to inspect the Vendor's {Bidder's} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O. {Contract}.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes {Proposals}. Such consultation is intended to assist the State in making a Blanket P.O. {Contract} award that is most advantageous to the State.

6.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a Blanket P.O. {Contract} award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket P.O. {Contract}. Further, the Director reserves the right to request a Vendor {Bidder} to explain, in detail, how the Quote {Proposal} price was determined.

6.5 QUOTE {PROPOSAL} EVALUATION COMMITTEE

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

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTE {PROPOSAL}

After the submission of Quotes {Proposals}, unless requested by the State as noted below, Vendor {Bidder} contact with the State is still not permitted.

After the Quotes {Proposals} are reviewed, one, some or all of the Vendors {Bidders} may be asked to clarify certain aspects of its Quotes {Proposals}. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote {Proposal}, except to the extent that correction of apparent clerical mistakes results in a modification.

The Vendor {Bidder} may be required to give an oral presentation to the State concerning its Quote {Proposal}.

A Vendor {Bidder} may not attend the oral presentations of its competitors.

It is within the State's discretion whether to require the Vendor {Bidder} to give an oral presentation or require the Vendor {Bidder} to submit written responses to questions regarding its Quote {Proposal}. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote {Proposal}. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes {Proposals} received in response to this Bid Solicitation {RFP}. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Evaluation Score.

a. Price: See Section 6.7.1 below.

b. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this Bid Solicitation {RFP}.

c. Ability of firm to complete the Scope of Work based on its Technical Quote {Proposal}: The Vendor's {Bidder's} demonstration in the Quote {Proposal} that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Blanket P.O. {Contract}.

6.7.1 VENDOR'S {BIDDER'S} PRICE SCHEDULE

The Division will utilize a weighted consumption model to evaluate Bidder submitted pricing and create a ranking from lowest to highest for each zone. The ranking will be based upon the total of the market basket items for that specific zone. The pricing model will be date-stamped and entered into the record before Quote {Proposal} opening.

6.7.2 QUOTE (PROPOSAL) DISCREPANCIES

In evaluating Quotes {Proposals}, 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 correct sum of the column of figures.

In the event that a Vendor {Bidder} using ***NJSTART*** to submit a Quote {Proposal} uploads a price sheet/schedule attachment and completes the "Items" Tab in ***NJSTART*** (instead of entering a Unit Cost of $1.00 as instructed), the price sheet/schedule attachment will govern.

6.7.3 EVALUATION OF THE QUOTES {PROPOSALS}

After the Evaluation Committee completes its evaluation, it recommends to the Director for award the responsible Vendor(s) {Bidder(s)} whose Quote {Proposal}, conforming to this Bid Solicitation {RFP}, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the Director. The Director may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Director reserves the right to negotiate price reductions with the selected Vendor {Bidder}.

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes {Proposals}, the Bureau may establish a competitive range and enter into negotiations with one Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Division to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

Similarly, the Bureau may invite one (1) Vendor {Bidder} or multiple Vendors {Bidders} to submit a Best and Final Offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Vendor's {Bidder's} most advantageous previously submitted pricing.

If required, after review of the BAFO(s), clarification may be sought from the Vendor(s) {Bidder(s)}. The Bureau may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

After evaluation of Quotes {Proposals} and as applicable, negotiation(s), and/or BAFO(s), the Bureau will recommend, to the Director, the responsible Vendor(s) {Bidder(s)} whose Quote(s) {Proposal(s)}, conforming to the Bid Solicitation {RFP}, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Bureau. The Director may initiate additional negotiation or BAFO procedures with the selected Vendor(s) {Bidder(s)}.

Negotiations will be conducted only in those circumstances where they are deemed by the Bureau or Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote {Proposal} in response to this Bid Solicitation {RFP} since the State may, after evaluation, make a Blanket P.O. {Contract} award based on the content of the initial submission, without further negotiation and/or BAFO with any Vendor {Bidder}.

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation or BAFO, any revised technical and/or price Quotes {Proposals}, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a Blanket P.O. {Contract} is issued.

If the Bureau contemplates negotiation, Quote {Proposal} prices will not be publicly read at the Quote {Proposal} opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote {Proposal} opening.

6.9 "REQUEST FOR REVISION" WITHIN *NJSTART*

The State may request a revision of the Vendor's {Bidder's} Quote {Proposal} within ***NJSTART***. The Vendor {Bidder} shall respond to the "Request for Revision" (e.g., to reduce pricing if a BAFO is requested) only for the reason(s) identified by the State. Any changes made by a Vendor {Bidder} to the Quote {Proposal} other than as requested by the State shall be considered null and void.

6.10 POOR PERFORMANCE

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation {RFP}. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O. {Contract} cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

7.0 BLANKET P.O. {CONTRACT} AWARD

7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. {CONTRACT} AWARD

7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 *et seq.*

a. The State shall not enter into a Blanket P.O. {Contract} to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;

b. Prior to awarding any Blanket P.O. {Contract} or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the Blanket P.O. {Contract} shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four (4) 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 means 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 Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended awardee for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O. {Contract}, the intended awardee shall submit to the Division, in care of the Division Procurement Specialist, 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 Blanket P.O. {Contract} under this Bid Solicitation {RFP}, as well as future Blanket P.O. {Contract} opportunities; and

c. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O. {Contract}, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended awardee with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

Vendors {Bidders} should verify its Chapter 51 Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Chapter 51 Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Blanket P.O.s {Contracts} primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Vendor {Contractor} or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended awardee of a Blanket P.O. {Contract} primarily for services with the State of New Jersey must disclose the location by country where services under the Blanket P.O. {Contract}, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject Bid Solicitation {RFP}. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A BLANKET P.O. {CONTRACT} TO THE VENDOR (BIDDER).

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

The Source Disclosure Form is located on the Division's website. The form is also available in NJSTART. Vendors {Bidders} may refer to the QRGs "Vendor Forms" and "Attaching Files" for instructions on submitting the forms required by this section of the Bid Solicitation {RFP} through ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.1.2.1 BREACH OF BLANKET P.O. {CONTRACT}

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE BLANKET P.O. {CONTRACT} SHALL BE DEEMED A BREACH OF BLANKET P.O. {CONTRACT}. If, during the term of the Blanket P.O. {Contract}, the Vendor {Contractor} or Subcontractor, who had upon Blanket P.O. {Contract} award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Vendor {Contractor} shall be deemed to be in breach of its Blanket P.O. {Contract}. Such Blanket P.O. {Contract} shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

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

Vendors {Bidders} should verify its Affirmative Action Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Affirmative Action Compliance status, ***NJSTART*** provides a link to take corrective action.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. {Contract}. See Section 4.4.2.1 of this Bid Solicitation {RFP} for further information.

Vendors {Bidders} should verify its Business Registration Certification Active status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Business Registration Certification Active status, ***NJSTART*** provides a link to take corrective action. Vendors {Bidders} may refer to the QRG "Vendor Categories and Certifications" for instructions on completing certifications on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. QRGs are located on the NJSTART Vendor Support Page.

7.2 FINAL BLANKET P.O. {CONTRACT} AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s) {Proposal(s)}, conforming to this Bid Solicitation {RFP}, is(are) most advantageous to the State, price, and other factors considered. Any or all 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 Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O. {Contract}, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this Bid Solicitation {RFP}.

Vendors {Bidders} should verify its Insurance Certification Compliance status on the "Maintain Terms and Categories" Tab within its profile in ***NJSTART***. In the event of an issue with a Vendor's {Bidder's} Insurance Certification Compliance status, contact the Division Procurement Specialist.

7.4 PERFORMANCE SECURITY

Not applicable to this procurement.

8.0 BLANKET P.O. {CONTRACT} ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O. {Contract}.

The SCM for this project will be identified at the time of execution of Blanket P.O. {Contract}. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. {Contract} where only one State office uses the Blanket P.O. {Contract}, the State Contract Manager will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O. {Contract}, approving the deliverables and approving payment vouchers. The State Contract Manager is the person who the Vendor {Contractor} will contact **after the Blanket P.O. {Contract} is executed** for answers to any questions and concerns about any aspect of the Blanket P.O. {Contract}. The State Contract Manager is responsible for coordinating the use of the Blanket P.O. {Contract} and resolving minor disputes between the Vendor {Contractor} and any component part of the State Contract Manager's Department. The State Contract Manager is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O., direct or approve a Change Order {Contract Amendment}.

If the Blanket P.O. {Contract} has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. {Contract} for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. {Contract} must notify and coordinate the use of the Blanket P.O. {Contract} with the State Contract Manager

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. {Contract} user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. {Contract} by Blanket P.O. {Contract} users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. {Contract} users.

9.0 State of New Jersey Standard Terms and Conditions

(Rev: 10/21/2011 ST&C)

1. **STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT-** Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

2. **STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS -** The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the Proposal have a valid Business Registration Certificate on file with the Division of Revenue.
The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (http://www.state.nj.us/treasury/revenue/busregcert.shtml. N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at

2.2 ANTI-DISCRIMINATION - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. l0:5-1 et seq. and N.J.S.A. l0:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

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

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

2.5 MACBRIDE PRINCIPLES – The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair

Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS – Pursuant to N.J.S.A. 19:44A-20.13 et seq. (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

a. make or solicit a contribution in violation of the statute;
b. knowingly conceal or misrepresent a contribution given or received;
c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
d. 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;
e. 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;
f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
h. 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.

2.7 POLITICAL CONTRIBUTION DISCLOSURE – The 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 N.J.S.A.19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at http://www.elec.state.nj.us/.

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

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing

forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

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

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

f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

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

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

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

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

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -
N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree 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 it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

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

3.6 SERVICE PERFORMANCE WITHIN U.S. – Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.
A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b)(1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN – Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:

a) Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.
b) The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.
c) In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE - The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, and the certificates shall reflect that the insurance policies shall not be canceled for any reason except after sixty (60) days written notice to the State. Certificates of renewals shall be provided within thirty (30) days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

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

a. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property.

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

$1,000,000 BODILY INJURY, EACH OCCURRENCE
$1,000,000 DISEASE EACH EMPLOYEE
$1,000,000 DISEASE AGGREGATE LIMIT

d. This $1 million amount may have been raised by the RFP when deemed necessary by the Director.

e. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17, et. seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR – The contractor's status shall be that of any independent contractor and not as an employee of the State.

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

5.3 CONTRACT TERM AND EXTENSION OPTION - If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 <u>STATE'S OPTION TO REDUCE SCOPE OF WORK</u> – The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

a) If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 <u>CHANGE IN LAW</u>– Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

a) If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price.

b) If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.6 <u>SUSPENSION OF WORK</u> - The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 <u>TERMINATION OF CONTRACT</u>

a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the contractor.

b. For Cause

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

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days notice to the contractor with an opportunity to respond.

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT –

a. Subcontracting : The contractor may not subcontract other than as identified in the contractor's Proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

b. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE - Nothing contained in any of the contract documents, including the RFP and vendor's bid or Proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS - If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR - The contractor hereby certifies that:

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

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

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

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

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

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

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

5.12 DELIVERY REQUIREMENTS-

a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

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

c. Items delivered must be strictly in accordance with the contract.

d. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14. CONTRACT AMENDMENT – Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

a. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.

b. It shall advise the Attorney General of New Jersey:

   1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;

   2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

c. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey.

d. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise agreed to in writing by the State, all prices Quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.
In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.
Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

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

6.3 PAYMENT TO VENDORS -

a. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have 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 not 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.

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid Proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized.

c. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls.

d The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD - The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

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

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

6.6 AVAILABILITY OF FUNDS – The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenues.