



Bid Solicitation # 25DPP01150

T1105 – Foods: Meat – Cured, Chilled and Frozen for Distribution and Support Services – Partial Re-Bid

	Date	Time
Due Date For Electronic Questions Refer to Bid Solicitation Section 2.1 for more information.	March 7, 2025	2:00 PM
Mandatory/Optional Pre-Quote Conference Refer to Bid Solicitation Section 2.5 for more information.	Not Applicable to this Procurement.	
Mandatory/Optional Site Visit Refer to Bid Solicitation Section 2.4 for more information.	Not Applicable to this Procurement.	
Quote Opening Date Refer to Bid Solicitation Section 3 for more information.	March 28, 2025	2:00 PM

Dates are subject to change. All times contained in the Bid Solicitation refer to Eastern Time.
 All changes will be reflected in Bid Amendments to the Bid Solicitation posted on www.njstart.gov.

SET-ASIDES	
Small Business Set-Aside For Goods and Services: <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III For Construction: <input type="checkbox"/> IV <input type="checkbox"/> V <input type="checkbox"/> VI	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only <input type="checkbox"/> Preference
Disabled Veteran-Owned Business Set-Aside	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only <input type="checkbox"/> Preference

Bid Solicitation Issued By:

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

On Behalf of:

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

Date: 3/5/2025

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ATTACHMENT 1 – State of New Jersey Standard Terms and Conditions (2/8/2024)

ATTACHMENT 2 – Standard Procurement Forms Packet

ATTACHMENT 3 – [Bidder Data Sheet/Form](#)

1 INTRODUCTION AND SUMMARY OF THE BID SOLICITATION

This Bid Solicitation is issued by the Department of the Treasury, Division of Purchase and Property (Division), Procurement Bureau, on behalf of the Department of Treasury, Distribution and Support Services (DSS). Quotes submitted in response to this Bid Solicitation shall be through the State of New Jersey's eProcurement system, [NJSTART](#). Bidders are advised to thoroughly read all sections of this Bid Solicitation and follow all instructions.

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. Bidders should utilize the QRGs before attempting to submit a Quote through [NJSTART](#). It is the Bidder's responsibility to ensure that the Quote and attachments have been properly submitted. Inquiries concerning the use of [NJSTART](#) may be directed to njstart@treas.nj.gov. The Division will not respond to substantive questions related to the Bid Solicitation or any other Contract via this email address.

1.1 PURPOSE, AND INTENT AND BACKGROUND

The purpose of this Bid Solicitation is to solicit Quotes for minutes steaks, beef bologna and pork roll*, which were not awarded during the last procurement for T1105 (Bid Solicitation #22DPP00704) - Foods: Meat – Cured, Chilled and Frozen for Distribution and Support Services. *In the case of pork roll, this is a new item that was not part of the last procurement for T1105.

It is the intent of the State of New Jersey (State) to award Contracts to those responsible Bidders whose Quotes, conforming to this Bid Solicitation are most advantageous to the State, price and other factors considered. The State may award any or all price lines. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the Director of the Division (Director) to be in the State's best interest.

This Bid Solicitation is a re-bid of the Price Lines that were not awarded as part of the previous T1105 Bid Solicitation #22DPP00704, specifically Price Line 5 (Minute Steaks) and Price Line 10 (Beef Bologna), with the addition of a new item, pork roll (Price Line 11).

In instances where a Price Line is listed as "Reserved" herein or on the State-Supplied Price Sheet, this is meant to denote that the State has identified a Contract Award for these price lines as part of the original T1105 Bid Solicitation (22DPP00704) and Quote Evaluation/Recommendation for Award.

The Bid Solicitation and State-Supplied Price Sheet contains the following Individual Price Lines:

Price Line #	Description
1	Reserved.
2	Reserved.
3	Reserved.
4	Reserved.
5	Steaks, Beef, Emulsified, Minute, Frozen, Minimum 2.35 Ounce to Maximum 2.65 Ounce Steak Slices, Packed 61 - 66 Steak Slices per Case, Packed in 10 lb. Case
6	Reserved.
7	Reserved.
8	Reserved.
9	Reserved.
10	Beef Bologna, Cooked, Delivered Frozen or Refrigerated, for Frozen Storage, 2, 4 or 6 Bologna Pieces per Case.
11	Pork Roll, Cooked and Cured, Semi-Dried or Fresh, Delivered Frozen or Refrigerated, for Frozen Storage, 6 lb. Rolls per Case, Minimum 2 Rolls or Maximum 6 Rolls per Case.

Important: The Bureau does not intend to invoke the Best and Final Offer process (Bid Solicitation Section 8.12) for this procurement. As such, Bidders are encouraged to submit their best and final Quote pricing for each price line bid with its Quote submission. The Bureau, however, reserves the right to invoke the Best and Final Offer process should it feel it is in the best interest of the State.

A Bidder may bid on one, two or all three Price Lines. A Bidder is not required to bid on all Price Lines on the State-Supplied Price Sheet in order to be considered responsive.


The State intends to make one (1) Contract award for each price line (Price Lines 5, 10 and 11).

This Bid Solicitation is not designated as a Small Business or Disabled Veteran-Owned Business set aside.

The State of New Jersey Standard Terms and Conditions (SSTCs) included with this Bid Solicitation will apply to all Contracts made with the State. These terms are in addition to the terms and conditions set forth in this Bid Solicitation and should be read in conjunction with them unless the Bid Solicitation specifically indicates otherwise.

1.2 BACKGROUND

This is a repurchase of the products under T1105 Foods: Meat – Cured, Chilled and Frozen for Distribution and Support Services. Bidders interested in reviewing the expiring Contract’s specifications and pricing information may do so by following the instructions below. Bidders should not rely upon or use data or information from the expiring Contract when preparing a response to this Bid Solicitation as this Bid Solicitation addresses the State’s current requirements.

- Go to: www.njstart.gov
- Select “Active Contracts”
- In the search bar, select “Contracts” from the drop down menu
- Enter “T1105” and click 
- The Contract list will appear under “Results”

Please refer to Contract #41488 (Contract Line 3) for Contract pricing for Price Line 5 – Minute Steaks and Contract #41487 (Contract Line 10) for Contract pricing for Price Line 10 – Beef Bologna.

It is important to note that this procurement contains a new price line for pork roll (Price Line 11), that was not part of the previous T1105 procurement and current T1105 Contract award. As such, there will not be any comparable pricing available in [NJSTART](#) for this item.

1.3 CONTRACT AMOUNT

The estimated amount of the Contract, if stated, shall not be construed as either the maximum or minimum amount which the State shall be obligated to order.

1.4 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties, as a result of this Bid Solicitation shall consist of: (1) the final Bid Solicitation, (2) the State of New Jersey Standard Terms and Conditions, (3) the Quote, and if applicable (4) any Bidder responses to clarifications; (5) a Bidder’s Best and Final Offer, (6) other negotiated document, and/or (7) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, shall be as listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder’s Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference, the terms and conditions of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions shall prevail.

1.5 INTRASTATE COOPERATIVE PURCHASING

Not applicable to this procurement.

2 PRE-QUOTE SUBMISSION INFORMATION

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote and for reviewing the Quote submission requirements and the Scope of Work requirements.

2.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Division will electronically accept questions and inquiries from all potential Bidders via the “Q&A” Tab of the Bid Solicitation in [NJSTART](#). Questions should be directly tied to a Bid Solicitation Section, the State-Supplied Price Sheet, Form or Attachment; and should reference the specific Bid Solicitation Section or document to which it relates.

The cut-off date for electronic questions and inquiries relating to this Bid Solicitation is indicated on the Bid Solicitation cover page. In the event that questions are posed by Bidders, answers to such questions will be issued by Bid Amendment.

A Bidder shall not contact the Using Agency and/or the Procurement Specialist directly, in person, by telephone or by e-mail, concerning this Bid Solicitation, prior to Contract award.

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

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements MUST be posed during the Electronic Question and Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s).

2.3 BID AMENDMENTS

In the event that it becomes necessary to clarify or revise this Bid Solicitation, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this Bid Solicitation and part of any Contract awarded. Bid Amendments will be posted as a file attachment on the "Summary" page of the Bid Solicitation in [NJSTART](#) after the cut-off date.

There are no designated dates for release of Bid Amendments. Those Bidders who are on the bid holder list either through commodity code registration in [NJSTART](#) or by acknowledging the bid in [NJSTART](#) should receive notification of any Bid Amendment(s). If a Bidder is not on the bid holder list, Bid Amendments are still viewable on the "Summary" page of the Bid Solicitation in [NJSTART](#).

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement. An interested Bidder should check the [NJSTART](#) "Open Bids" Tab on a daily basis to ensure review of the most updated information.

2.4 MANDATORY/OPTIONAL SITE VISIT

Not applicable to this procurement.

2.5 MANDATORY/OPTIONAL PRE-QUOTE CONFERENCE

Not applicable to this procurement.

2.6 PRE-QUOTE DOCUMENT REVIEW

Not applicable to this procurement.

3 QUOTE SUBMISSION REQUIREMENTS

3.1 QUOTE SUBMISSION

In order to be considered for award, the Quote must be received electronically by the Division's Proposal Review Unit, through [NJSTART](#), by the required date and time.

The date and time of the Quote opening are indicated on the Bid Solicitation cover sheet and on the "Summary" Tab of the Bid Solicitation webpage within [NJSTART](#). If the Quote opening deadline has been revised, the new Quote opening deadline will be shown on the posted Bid Amendment and on the "Summary" Tab of the Bid Solicitation webpage within [NJSTART](#). Quotes not received prior to the Quote opening deadline shall be rejected.

Quotes will be publicly opened and announced by telephone conference on the date and time of the quote opening.

(Dial-in phone number: 888-204-5984 / Access code: 2602305)

When submitting a Quote through [NJSTART](#), do not use any symbols (i.e., #, @, \$, &, *) in the filename as this may prevent the Quote from being properly uploaded. Uploaded files must be compatible with Microsoft Office and/or Adobe software applications. DO NOT UPLOAD files with extensions such as .zip, .numbers, or .pages.

When uploading the documents to [NJSTART](#), the 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](#). Marking an attachment as

"Confidential" in **NJSTART** shall not constitute the Bidder's designation of the attachment as exempt from public disclosure 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.

3.2 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this Bid Solicitation. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this Bid Solicitation. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this Bid Solicitation or any pre-contract award costs incurred.

3.3 ANNOUNCEMENT OF QUOTE INFORMATION

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

- A. Information appropriately designated as proprietary and/or confidential in a Bidder's Quote shall not be available for inspection and copying; and
- B. Where negotiation is contemplated, only the names and addresses of the Bidders submitting Quotes will be announced, and the contents of the Quotes shall not be available for inspection and copying until the Notice of Intent to Award is issued by the Director.

3.4 QUOTE ERRORS

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

3.5 QUOTE WITHDRAWAL PRIOR TO QUOTE OPENING

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

3.6 QUOTE WITHDRAWAL AFTER QUOTE OPENING, BUT PRIOR TO CONTRACT AWARD

If, after the Quote opening, but before Contract award, a Bidder discovers an error in its Quote, the Bidder may make a written request to the Procurement Bureau to withdraw its Quote, or a portion thereof, from consideration for award. If the 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 beyond the loss of the benefit of the bargain to the State of the withdrawing Bidder's offer, the request shall be granted. Evidence of the Bidder's good faith in making this request can be demonstrated by one (1) or more of the following factors: A mistake is so significant that to enforce the Contract resulting from the Quote would be unconscionable; that the mistake relates to a material feature or term of the Contract; and that the mistake occurred notwithstanding the Bidder's exercise of reasonable care. After Quote opening, while pursuant to the provisions of this section a Bidder may request to withdraw its Quote and the Director may in his/her discretion allow said Bidder to withdraw it, the Division also may take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future Quotes.

The Quote withdrawal request must include the Bid Solicitation Number, Bid Solicitation Title, and the Quote submission date and should be sent to Procurement.Bureau@treas.nj.gov.

If, during a Quote evaluation process, an obvious pricing error made by a potential Contract awardee is found, the Director or his/her designee shall issue written notice to the Bidder. The Bidder will have up to five (5) Business Days after receipt of the notice to confirm its pricing. If the Bidder fails to respond, its Quote shall be considered withdrawn, and no further consideration shall be given to it.

3.7 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in *Bid Solicitation Section 3 – Quote Submission Requirements*.

3.8 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.

3.9 DISABLED VETERANS' BUSINESS SET-ASIDE CONTRACT

Not applicable to this procurement.

3.10 BID SECURITY

Not applicable to this procurement.

3.11 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the scope of work required in this Bid Solicitation, the terms and conditions of this Bid Solicitation, or the State of New Jersey Standard Terms and Conditions. Bidder proposed terms or conditions that conflict with those contained in the State of New Jersey Standard Terms and Conditions will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or in part, at the State's sole discretion.

If Bidder intends to propose terms and conditions that conflict with the State of New Jersey Standard Terms and Conditions, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure. Bidders shall not submit exceptions or modifications as part of the Quote or on the "Terms and Conditions" Tab through [NJSTART](#).

3.12 QUOTE CONTENT

The Quote should be submitted with the attachments organized in the following manner:

- Forms
- State-Supplied Price Sheet

A Bidder should not password protect any submitted documents. Use of URLs in a Quote should be kept to a minimum and shall not be used to satisfy any material term of a Bid Solicitation. If a preprinted or other document included as part of the Quote contains a URL, a printed copy of the information should be provided and will be considered as part of the Quote.

3.13 FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

A Bidder is required to complete and submit the following forms. As an alternative to uploading certain forms with the submitted Quote, a Bidder may complete several certifications electronically in [NJSTART](#) on the "Terms and Categories" Tab within the Vendor Profile. Those forms that may be completed on the [NJSTART](#) "Terms and Categories" Tab are noted below. Additionally, a Bidder may attach completed forms to the Vendor Profile. Refer to QRGs "Vendor Forms" and "Attaching Files" for additional instructions. [VENDOR QUICK REFERENCE GUIDES](#)

3.13.1 OFFER AND ACCEPTANCE PAGE

The Bidder should complete and submit the Offer and Acceptance Page with the Quote. The Offer and Acceptance Page must be signed by an Authorized Representative of the Bidder. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State's request or the State may deem the Quote non-responsive.

3.13.2 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the

federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this form online in [NJSTART](#) on the “Terms and Categories” Tab.

A Bidder’s failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

3.13.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) 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 Bidder, nor one (1) 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 Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request or the State may deem the Quote non-responsive.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in [NJSTART](#) on the “Terms and Categories” Tab.

3.13.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, 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 Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request or the State may deem the Quote non-responsive.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in [NJSTART](#) on the “Terms and Categories” Tab.

3.13.5 MACBRIDE PRINCIPLES FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify 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. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request or the State may deem the Quote non-responsive.

NOTE: In lieu of completing and submitting the paper-based form, the Bidder has the option to complete this certification online in [NJSTART](#) on the “Terms and Categories” Tab.

3.13.6 SERVICE PERFORMANCE WITHIN THE UNITED STATES

Not applicable to this procurement.

3.13.7 CONFIDENTIALITY/COMMITMENT TO DEFEND

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

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. In the event that the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a Bid Solicitation is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the Bid Solicitation contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its State-Supplied Price Sheet, Price List/Catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the 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 Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

3.13.8 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use Subcontractor(s) shall list all Subcontractors on the Subcontractor Utilization Plan form or may list the Subcontractor(s) on the "Subcontractor" Tab in [NJSTART](#).

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The 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. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition, and 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 Contractor in its Quote. The State Contract Manager will forward the request to the Director for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

3.13.8.1 SMALL BUSINESS AND/OR DISABLED VETERANS' BUSINESS SUBCONTRACTING SET-ASIDE CONTRACT

Not applicable to this procurement.

3.13.9 RESERVED

3.13.10 AFFIRMATIVE ACTION

The intended Contractor and its named Subcontractor(s) 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. If the Contractor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information

Report (AA-302). Information, instruction and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

3.13.11 RESERVED

3.13.12 STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD-PARTY INFORMATION SECURITY QUESTIONNAIRE

Not applicable to this procurement.

3.13.13 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a 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 Contract. A Bidder 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 Bidder’s Business Registration Certification Active status, **NJSTART** provides a link to take corrective action.

3.13.14 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, C.3

The Bidder should submit the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus Form. Pursuant to P.L.2022, c.3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not Engaging in Prohibited Activities in Russia or Belarus as defined by P.L.2002, c.3, sec. 1(e). If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) Business Days of the State’s request or the State may deem the Quote non-responsive.

3.14 TECHNICAL QUOTE

Not applicable to this procurement.

3.15 BIDDER QUOTE OVERVIEW FORM

Not applicable to this procurement.

3.16 BIDDER DATA SHEET/FORM

The Bidder should submit the Bidder Data Sheet with its Quote. The Bidder Data Sheet will be used to evaluate the Bidder’s ability to complete the Scope of Work.

The Bidder should provide in its response to Part I of the Bidder Data Sheet all relevant information regarding its experience in successfully completing contracts of a similar size and scope to the work required by this Bid Solicitation.

The Bidder must provide, in Part II of the Bidder Data Sheet, details of any negative actions taken by other contracting entities against it in the course of performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder’s omission of necessary disclosure information may be cause for rejection of the Bidder’s Quote by the State.

If proposing to use a Subcontractor, the Bidder should provide as an attachment to the Bidder Data Sheet 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 Bidder’s Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

3.17 AFFIDAVIT OF APPAREL PRODUCTION

Not applicable to this procurement.

3.18 DISCLOSURE OF PRODUCT COMPOSITION

Not applicable to this procurement.

3.19 RESERVED

3.20 SAMPLES AND TESTING

Not applicable to this procurement.

3.21 SPECIFICATION CONFORMANCE

The Bidder shall certify on the State-Supplied Price Sheet that all items offered in response to this Bid Solicitation conform to the significant factors and subfactors that establish the requirements and specifications set forth in the Bid Solicitation.

3.22 MANUFACTURER’S CERTIFICATION

Upon the State’s request, the Bidder should submit a letter of certification from the manufacturer whose product is supplied, certifying that the Bidder is authorized by the manufacturer to supply the good(s) specified. The certification must indicate that the Bidder was authorized by the manufacturer to supply the good(s) specified as of the Quote Opening Date. The State reserves the right to request such certification and to require that such certification be provided within five (5) Business Days from the time it is requested.

3.23 MANUFACTURER’S PUBLISHED LIST OF OPTIONS AND ATTACHMENTS/PRICE LIST

Not applicable to this procurement.

3.24 PRICE LIST AND/OR CATALOG

Not applicable to this procurement.

3.25 MANAGEMENT OVERVIEW

Not applicable to this procurement.

3.26 CONTRACT MANAGEMENT

Not applicable to this procurement.

3.27 CONTRACT SCHEDULE

Not applicable to this procurement.

3.28 MOBILIZATION PLAN

Not applicable to this procurement.

3.29 ADDITIONAL PLAN(S)

Not applicable to this procurement.

3.30 ORGANIZATIONAL EXPERIENCE

Not applicable to this procurement.

3.31 LOCATION

Not applicable to this procurement.

3.32 ORGANIZATION CHARTS

Not applicable to this procurement.

3.33 RESUMES

Not applicable to this procurement.

3.34 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

Not applicable to this procurement.

3.35 FINANCIAL CAPABILITY OF THE BIDDER

Upon the State’s request, the Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide

the State with the ability to evaluate the Bidder’s financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

- A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant, including a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder’s most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) Business Days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and will so advise the Bidder.

3.36 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this Bid Solicitation and located on the “Attachments” Tab. Each Bidder is required to hold its pricing firm through the issuance of the Contract.

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

The Bid Solicitation and State-Supplied Price Sheet contains the following Individual Price Lines:

Price Line #	Description
1	Reserved.
2	Reserved.
3	Reserved.
4	Reserved.
5	Steaks, Beef, Emulsified, Minute, Frozen, Minimum 2.35 Ounce to Maximum 2.65 Ounce Steak Slices, Packed 61 - 66 Steak Slices per Case, Packed in 10 lb. Case
6	Reserved.
7	Reserved.
8	Reserved.
9	Reserved.
10	Beef Bologna, Cooked, Delivered Frozen or Refrigerated, for Frozen Storage, 2, 4 or 6 Bologna Pieces per Case.
11	Pork Roll, Cooked and Cured, Semi-Dried or Fresh, Delivered Frozen or Refrigerated, for Frozen Storage, 6 lb. Rolls per Case, Minimum 2 Rolls or Maximum 6 Rolls per Case.

In instances where a Price Line is listed as “Reserved” herein or on the State-Supplied Price Sheet, this is meant to denote that the State has identified a Contract Award for these price lines as part of the original T1105 Bid Solicitation (22DPP00704) and Quote Evaluation/Recommendation for Award.

A Bidder may bid on one, two or all three Price Lines. A Bidder is not required to bid on all Price Lines on the State-Supplied Price Sheet in order to be considered responsive.

The State intends to make one (1) Contract award for each price line (Price Lines 5, 10 and 11).

Instructions:

Step 1 - The Bidder should enter the Bidder's name in the "Bidder's Name" field located at the top of the State-Supplied Price Sheet.

Step 2 – The Bidder should enter the cash discount for expedited payments into the "Cash Discount for Expedited Payment" field on State-Supplied Price Sheet. If the Bidder leaves the "Cash Discount for Expedited Payment" field blank, it shall mean that the Bidder is not offering a cash discount.

Step 3 – For Price Lines 5, 10 and 11, the Bidder shall insert a firm, fixed price in U.S. dollars in the "Unit Price – Price per Case" field on the State-Supplied Price Sheet for each product/price line bid. The Unit Price bid must include any freight/shipping/handling costs. If a Bidder leaves a "Unit Price – Price per Case" field blank, it shall mean that the Bidder is not offering a Quote for that line item.

A Bidder may bid on one, two or all three Price Lines. A Bidder is not required to bid on all Price Lines on the State-Supplied Price Sheet in order to be considered responsive.

A Unit Price may be offered on the State-Supplied Price Sheet up to two (2) decimal places to the right of the decimal point. Price sheet formatting will automatically round Unit Prices containing more than two (2) decimal places to the right of the decimal point so as not to exceed this limit.

Step 4 – For Price Lines 5, 10 and 11, the Bidder shall enter the net weight per case in the "Net Weight per Case" field on the State-Supplied Price Sheet for each product/price line bid.

Step 5 – For Price Lines 5, 10 and 11, the Bidder shall enter the brand or manufacturer in the "Brand or Manufacturer Name" field on the State-Supplied Price Sheet for each product/price line bid. Approved Products, as identified in Bid Solicitation Section 4.1, shall be entered in this field. Equivalent Products, as defined in Bid Solicitation Section 9.2, shall be entered in this field and are subject to review and evaluation for specification compliance and must comply with the requirements set forth in Bid Solicitation Section 3.19.

Step 6 – For Price Lines 5, 10 and 11, the Bidder shall enter the product name or product number in the "Product Name or Product Number" field on the State-Supplied Price Sheet for each product/price line bid. Approved Products, as identified in Bid Solicitation Section 4.1, shall be entered in this field. Equivalent Products, as defined in Bid Solicitation Section 9.2, shall be entered in this field and are subject to review and evaluation for specification compliance and must comply with the requirements set forth in Bid Solicitation Section 3.19.

A Bidder offering more than one brand or the same brand with alternate product/model numbers for the same price line item should copy and submit a separate State-Supplied Price Sheet for each additional brand or model number bid along with any changes to fixed prices, if applicable, with the Quote. In the alternative, Bidders may add tabs to the bottom of the State-Supplied Price Sheet for additional products bid (by copying the text and information from the original State-Supplied Price Sheet). The Bidder must follow all instructions and provide all required information contained within this Bid Solicitation Section for each additional product offered.

Step 7 – The Bidder shall enter the initials of the Authorized Representative as confirmation that the offered product meets the significant factors and subfactors of the Bid Solicitation's requirements for the subject Price Line. These initials are required regardless of whether or not the product bid is an Approved Product or an Equivalent Product.

Please be advised that Steps 3, 4, 5, 6, and 7 are required fields that must be completed on the State-Supplied Price Sheet for the price line item bid. A Bidder's failure to complete these fields on the State-Supplied Price Sheet shall render the Bidder's Quote non-responsive for the price line.

Step 8 – The Bidder should enter the days required to make delivery after receipt of an order (ARO) into the "Delivery Days After Receipt of Order (Not to Exceed 30 Calendar Days)" field on the State-Supplied Price Sheet for the product bid on the price line item. If the "Delivery Days After Receipt of Order (ARO)" field is left blank, then the delivery days shall default to the delivery days set forth in Bid Solicitation Section 5.6.

Any price changes including hand written revisions or "white-outs" must be initialed. Failure to initial price changes shall preclude a Contract award from being made to the Bidder pursuant to N.J.A.C. 17:12-2.2(a)(8).

3.36.1 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Bid Solicitation or the State-Supplied Price sheet, all delivery times are as noted in *Bid Solicitation Section 5.6 Delivery Time and Costs*. Bidder may submit alternate delivery days on the State-Supplied Price Sheet. Alternate delivery times shall not exceed the delivery days noted in *Bid Solicitation Section 4.3 Delivery Requirements, as applicable*. Quotes that exceed the delivery days of *Bid Solicitation Section 4.3 Delivery Requirements* may be deemed non-responsive.

When there is a discrepancy between the delivery days listed in the General Tab in the Quote in **NJSTART** and the State-Supplied Price Sheet, the State-Supplied Price Sheet delivery days shall govern.

3.36.2 CASH DISCOUNTS

The 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. Should the Bidder choose to offer cash discounts, 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.

3.36.3 VOLUME DISCOUNTS

Not applicable to this procurement.

3.36.4 USE OF “NO BID” ON THE STATE-SUPPLIED PRICE SHEET

All price lines must be filled out in accordance with the instructions above. If the Bidder is not submitting a price for an item on a price line, the Bidder must indicate “No Bid” on the State-Supplied Price Sheet accompanying this Bid Solicitation. The use of any other identifier may result in the Bidder’s Quote being deemed non-responsive.

3.36.5 USE OF “NO CHARGE” ON THE STATE-SUPPLIED PRICE SHEET

Not applicable to this procurement.

3.37 ORAL PRESENTATIONS

Not applicable to this procurement.

4 SCOPE OF WORK

The sections listed below provide information and requirements necessary for a Contractor to successfully service the Contract established as a result of this Bid Solicitation. The Contractor must comply with all terms and conditions outlined within this Bid Solicitation.

4.1 PRODUCT SPECIFICATIONS

The Approved Products identified herein have been deemed by the State to meet all specifications however, **any products that meet the specifications will be considered as Equivalent Products.**

The following chart illustrates and describes all items included within this Bid Solicitation along with required technical, and/or packaging specifications:

Price Line Number	Description	Specification	Approved Products
1 through 4	Reserved.		
5	Steaks, Beef, Emulsified, Minute, Frozen, Minimum 2.35 oz. to Maximum 2.65 oz. Steak	Shelf Life: Product shall have a minimum of 270 days of shelf life from date of manufacture, if kept frozen.	Cooks Wholesale – Lee Foods # 370446 (# 132) MaidRite # 75156-17004

	<p>Slices, Packed in 10 lb. Case</p>	<p>Packaging: Product must be packed as minimum 2.35 ounce to maximum 2.65 ounce steak slices per 10 lb. case</p> <p>Classification: Steaks, Beef, Unbreaded, Minute, Frozen</p> <p>Ingredients: Product shall consist solely of pure beef</p> <p>Processing: Product must be chopped and formed into steak slices</p> <p>Steak Counts: Cases must contain between 61 and 66 steaks slices.</p> <p>Steak Weights: Beef Minute Steaks must have weights between 2.35 ounces (66.62 grams) minimum to 2.65 ounces (75.12 grams) maximum</p> <p>Fat Content: 15.0 grams minimum to 28.5 grams maximum</p> <p>Sodium: 40.0 milligrams minimum to 100 milligrams maximum</p> <p>Protein: 13.0 grams minimum</p> <p>Calories: 200 calories minimum to 350 calories maximum</p>	<p>Silver Springs Farm code # 10025</p>
<p>6 through 9</p>	<p>Reserved.</p>		
<p>Price Line Number</p>	<p>Description</p>	<p>Specification</p>	<p>Approved Products</p>
<p>10</p>	<p>Beef Bologna, Cooked, Delivered Frozen or Refrigerated, for Frozen Storage, 2, 4 or 6 Bologna Pieces per Case</p>	<p>Must comply with the USDA IMPS Series 800 (For Sausage Products - Interim) Item # 801 – “Bologna” (November 1, 1992), INDEX FOR IMPS SAUSAGE PRODUCTS SERIES - 800, modified as follows:</p> <p>Shelf Life: Product must have a minimum of 180 days of shelf life from date of manufacture, if kept frozen.</p> <p>Frozen Storage: Bologna product must be suitable for up to 6 months (180 days) of frozen storage.</p> <p>Packaging: Beef Bolognas must be packaged in plastic casings, with either 2, 4, or 6 bologna pieces per case.</p> <p>Classification: Bologna, Beef, Pre-cooked, for Frozen Storage.</p> <p>Main Ingredients: <u>Product shall consist of, at minimum:</u> Beef, Water, Dextrose, Salt, Flavorings and / or Spices; Paprika or other Spice Extractives; Sodium Diacetate or Nitrite; Corn Syrup – or Celery Juice Solids; <u>and product may contain:</u> Sugar, Hydrolyzed Soy or Corn Protein; Sodium or Potassium Lactate;</p>	<p>Best’s # 91552</p> <p>Glen Rock # 0500-4</p> <p>Clemens Foods Group – Hatfield / Deli Choice Beef Bologna SKU # 03200 – UPC # 970919032006</p>

		<p>Milk Protein, Sodium Phosphate, Sodium Erythorbate, and other suitable Spices.</p> <p>Meat Ingredient: Beef must be the only meat ingredient in the formulation.</p> <p>Restricted Ingredients: Beef bologna may contain Hydrolyzed Soy, Corn or Milk Protein, and Sodium Phosphate(s); however they must constitute less than (≤) 2% of the formulation.</p> <p>Bologna Form: Bologna product must be in the form of tube / cylinder – shaped pieces with sealed casings, per case.</p> <p>Bologna Weights: Beef Bologna pieces must each have Net Weights according to the following requirements:</p> <p style="padding-left: 40px;">If 2 Pieces, Net Weights must be 6.50 pounds minimum to 11.0 pounds maximum</p> <p style="padding-left: 40px;">If 4 or 6 Pieces, Net Weights must be 5.5 pounds minimum to 8.0 pounds maximum</p> <p>Case (Net) Weights: Cases must have Net Weights according to the following requirements:</p> <p style="padding-left: 40px;">If 2 Pieces, Case Net Weights must be 13.0 pounds minimum to 22.0 pounds maximum</p> <p style="padding-left: 40px;">If 4 or 6 Pieces, Case Net Weights must be 22.0 pounds minimum to 48.0 pounds maximum</p> <p>Fat Content: Fat Content must be 15.0 grams minimum to 30.0 grams maximum.</p> <p>Sodium: 600 milligrams minimum to 1050 milligrams maximum</p> <p>Cholesterol: 70.0 milligrams maximum.</p> <p>Protein: 11.0 grams minimum.</p> <p>Calories: 230 Calories minimum to 350 Calories maximum.</p>	
Price Line Number	Description	Specification	Approved Products
11	<p>Pork Roll, Cooked and Cured, Semi-Dried or Fresh, Delivered Frozen or Refrigerated, for Frozen Storage, 6 lb., Rolls per Case, Minimum 2 Rolls or Maximum 6 Rolls per Case.</p>	<p>Shelf Life: Product must have a minimum of 150 days of shelf life from date of manufacture, if kept frozen.</p> <p>Frozen Storage: Product must be declared and established to be suitable for frozen storage for a minimum of 150 days at the time of delivery.</p> <p>Packaging: Product must be packaged as 6 pound rolls per case. Number of rolls per case may vary from 2 Rolls minimum to 6 rolls maximum.</p> <p>Classification: Pork, Roll, Cured, Cooked, Semi-Dried or Fresh, for Frozen Storage.</p>	<p>Loeffler’s - Mercer Meats item # 024</p> <p>Taylor Pork Roll code # 0100 (UPC # 041208010101)</p> <p>Trenton Pork Roll code # 0200 (UPC # 041208020100)</p>

		<p>Main Ingredients: <u>Product shall consist of, at minimum:</u> Pork, Salt, Sugar, Spices or Smoke Flavor; Sodium Ascorbate or Erythorbate; Sodium Nitrate and/or Sodium Nitrite; <u>and product may contain:</u> Starter Culture, Lactic Acid, or similar Preservative.</p> <p>Processing: Product must be cooked and cured. Product may be semi – dried or fresh / chilled.</p> <p>Spices / Flavor: Pork Roll formulation must contain Spices and product may be smoked for enhanced flavor.</p> <p>Roll Weights: Pork Rolls must have a net weights of 6 pounds (96 ounces) each.</p> <p>Fat Content: 20.0 grams minimum to 30.0 grams maximum.</p> <p>Sodium: 800 milligrams minimum to 1,100 milligrams maximum.</p> <p>Protein: 12.0 grams minimum.</p> <p>Cholesterol: 50.0 milligrams minimum to 70.0 milligrams maximum.</p> <p>Calories: 250 Calories minimum to 350 Calories maximum.</p>	
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Note: All specification values in the above table are based on a 100 gram serving size, unless otherwise indicated.

4.2 NUTRITIONAL DATA SHEETS AND MANUFACTURER’S TECHNICAL SPECIFICATIONS

Upon request, the Contractors must furnish nutritional data sheets and/or manufacturer’s technical specifications of the awarded items to DSS at anytime throughout the term of the Contract, including any extension(s) thereof. Failure to do so may result in a formal complaint being filed for non-conformance. The Contractors must forward this information to the State Contract Manager assigned to this Contract as published in [NJSTART](#).

4.3 DELIVERY REQUIREMENTS

Contractors must provide contracted items and the delivery of the contracted items directly to Distribution and Support Services (DSS) at the following address:

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

Deliveries for all contracted items shall be made within the delivery timeframe noted on all Purchase Orders and in strict accordance with the instructions from the Using Agency. **Delivery days ARO (after receipt of order) must not exceed thirty (30) calendar days.**

Deliveries shall not be made on the following State observed holidays, which may be updated from time to time:

- New Year’s Day;
- Martin Luther King Jr. Day;
- Presidents Day;
- Good Friday;
- Memorial Day;
- Juneteenth;
- Independence Day;

- Labor Day;
- Columbus Day;
- Election Day;
- Veterans Day;
- Thanksgiving Day; and
- Christmas Day.

All contracted items are subject to final acceptance at the point of delivery. Deliveries containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver must bear sole responsibility for any "re-working" of palletized goods for the removal of any damaged goods from acceptable goods. DSS shall not be responsible for any additional costs associated with this procedure. Contractors shall be responsible for any shipments rejected by the DSS and the rejected item(s) must be removed from the DSS premises at the Vendor's expense.

If a Contractor anticipates a late delivery for any reason, the Contractor must immediately make the details known to the DSS in writing.

If the Contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the Contractor failed to deliver within the specified delivery time and purchase that item elsewhere, charging the increase in price and cost of handling, if any, to the Contractor. In the event of Contract cancellation for cause, the State reserves the right to cancel all outstanding orders.

Contractors must deliver quantities ordered by DSS. A Contractor must not change quantities ordered after receiving a purchase order. Any overages, not previously approved by DSS, may be refused by DSS at the Contractor's expense. Any shortages may be cause for the issuance of a formal complaint to the Division's Contract Compliance and Audit Unit.

Contractors must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS.

The cargo section of the delivery vehicle must be clean and totally free of garbage, refuse, trash and other matter that may be involved in the development of pathogenic or toxigenic microorganisms that could possibly cause undesirable deterioration of the contracted items.

The cargo section of all delivery vehicles must be free of all obnoxious odors that may immigrate into the contracted items or the packaging rendering the contracted items unacceptable for use. The presence of any of these conditions shall be cause for complete rejection of the delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product.

All frozen products shall be in a wholesome and sanitary condition with all cartons sealed at top and bottom and in sound condition at the time of delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product and prevent freezer burn or dehydration. The most common temperature standards for "Frozen" is -18 degrees Celsius and for "Deep Frozen" is -29 degrees Celsius. Staying within these temperatures is vital to the integrity of a shipment along the cold supply chain and for perishables it enables optimal shelf life.

Shipments shall be made in mechanically refrigerated trucks with refrigeration unit operational and interior of the unit at or below freezing. Transport vehicles should be pre-cooled to an air temperature of 20 degrees Fahrenheit, or lower before loading. Frozen food shipments will not be accepted when the internal product temperature exceeds 0 degrees Fahrenheit.

The unloading process may not extend beyond a three (3) hour time frame due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this three (3) hour unloading period has expired.

A packing slip must accompany all deliveries, indicating the name of the Contractor and a valid DSS Purchase Order Number. Deliveries not properly identified may be rejected and returned at the Contractor's expense.

The Contractor must provide a receipt for each delivery, indicating the items being delivered and the DSS Purchase Order Number. The Contractor must obtain proof of delivery signed by an authorized employee of the DSS receiving unit or location. This proof of delivery must accompany the Vendor's invoice submitted for payment.

4.4 SHELF LIFE UPON DELIVERY

The contracted items in this Bid Solicitation that require shelf life shall have minimum 2/3 (66%) shelf- life remaining upon delivery to DSS.

4.5 PACKAGING REQUIREMENTS

The contracted items must conform in every respect to the standards and regulations established by the FDA under Current Good Manufacturing Practices CFR Title 21 Part 110 located at:

[HTTPS://WWW.ACCESSDATA.FDA.GOV/SCRIPTS/CDRH/CFDOCS/CF CFR/CFRSEARCH.CFM?CFRPART=110](https://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfcfr/cfrsearch.cfm?cfrpart=110)

Product case container must be made from corrugated cardboard box material and sealed with tape or adhesive to prevent accidental opening. Products packaged in bags, sacks, totes, or any other case container type that is not made from corrugated cardboard box material is unacceptable and shall be refused at time of delivery.

Alternate packaging is not acceptable.

4.6 SPECIAL INSTRUCTIONS

From time to time DSS may issue special shipping instructions to the Vendor which will supersede the requirements set forth herein. Special instructions will be communicated to the Contractor that may affect delivery dates, quantities, and other related issues. The Contractor shall make adjustments as appropriate.

4.7 CARTON (CASE) MARKING REQUIREMENTS

All shipping cartons must be marked in accordance with Federal Standard No. 123 H located at: <https://vsc.gsa.gov/administration/files/FEDSTD123H.pdf> as amended (FED-STD-123H, FEDERAL STANDARD: MARKING FOR SHIPMENT) and as modified by these terms and conditions. All cartons must be plainly marked on any two sides so that palletized cartons may be easily identified. Adjacent sides are preferable, however, opposite sides are acceptable. In addition to Bid Solicitation specification requirements, the following must be clearly identified on all cartons:

- Contents (industry standard item description); and/or statement of identity.
- The State issued contract Number or Purchase Order Number and/or Pack Date.
- "Expiration", "Sell By", "Use By", or "Best By" dates or similar reference.

Cartons that do not comply with all marking requirements at time of delivery may be refused and returned at the Contractor's expense. No marking of post-delivery cartons shall be permitted at DSS.

4.8 PALLET/ PALLETIZATION

Contractors must adhere to the following guidelines for pallets and palletization:

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

Cases must be configured with an interlocking block pattern, which must be consistent throughout the load for like items.

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

Items that are delivered on other than 48" x 40" four (4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.

Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges shall be paid by DSS for this procedure.

Pallet exchange is available at DSS and will be handled by receiving personnel on the receiving dock.

Full pallets must be broken down to a maximum 51 inches in height, including pallet, by the carrier driver.

Stretch wrapping or taping is required for all palletized loads.

Segregation of product is required, when applicable.

All contracted items shall be subject to final acceptance at DSS. Any shipments arriving at DSS with the block patterns or cases considered being unstable, unsafe, or completely outside of the industry boxing standards for those items, will be subject to rejection and subsequent replacement. Rejected shipments shall be the responsibility of the Contractor and must be removed from the DSS premises at the Contractor’s expense.

4.9 ESTIMATED ORDERING QUANTITIES

Estimated Quantities:

DSS anticipates the following estimated order quantities over the three (3) year term of the Contract:

Price Line Number	Description	Estimated Order Quantity (Based on a 24 Count Case)
5	Steaks, Beef, Emulsified, Minute, Frozen	13,000 cases 600 cases per shipment Approximately 7 shipments per year
10	Beef Bologna, Cooked, Delivered Frozen or Refrigerated, for Frozen Storage	6,000 cases 500 cases/12,000 lb. per shipment Approximately 4 shipments per year
11	Pork Roll, Cooked and Cured, Semi-Dried or Fresh, Delivered Frozen or Refrigerated, for Frozen Storage	1,200 cases/4,800 rolls 2,400 lb. per shipment Approximately 4 shipments per year

The estimated quantities listed above are based on prior DSS purchases/spend patterns and are to be used for informational purposes only. The estimated quantities shall not be construed as either the maximum or minimum amount which the State shall be obligated to order during the term of the Contract.

Based on extenuating or unforeseen circumstances, such as an emergency crisis, global pandemic or Industry-wide stock shortages, DSS may adjust these order quantities. Any adjustment made to these ordering quantities will be relayed to the Contractor and the Division’s Procurement Specialist assigned the T1105 Contract.

4.10 REPLACEMENT OF UNSATISFACTORY PRODUCT

In the event the product delivered does not meet the approved product specifications or is damaged prior to or at the time of delivery, as determined by the Using Agency, the Contractor shall immediately remove and replace the unsatisfactory product, at no cost to the Using Agency. The timeframe for the replacement shall not exceed the delivery days ARO listed on the State-Supplied Price Sheet. Failure to comply may result in the product being removed from the Contract and a similar product obtained from another Contractor with any additional costs assumed by the original Contractor.

4.11 SUBSTITUTION OF DISCONTINUED OR REFORMULATED PRODUCTS

The Contractor may offer a substitution for any product discontinued or reformulated by the manufacturer in its Contract. The State may consider substituting the discontinued or reformulated model with a new model provided that the unit offered meets or exceeds the Contract specifications. All substitutions must be approved by the State.

The Contractor must notify the State immediately in writing to the Division’s assigned Procurement Specialist stating that an item has been discontinued or reformulated by the manufacturer along with supporting documentation from that manufacturer that the item has been discontinued or reformulated. The Contractor must provide in its letter the discontinued or reformulated model number, model number of the new product being offered, detailed literature for the new product being offered, the price of the discontinued or reformulated item and the price of the product being offered as a replacement. The State will not approve the substitution of a discontinued or reformulated item without all of the above information.

The replacement product should be offered to the State at that same price as the discontinued or reformulated product.

4.12 SUBSTITUTION OF PRODUCTS ON A TEMPORARY BASIS

A Contractor may offer a substitute product for the contracted product on a temporary basis provided that the specifications are met and the Contractor provides proper justification for the temporary substitution. The justification provided to the Division by the Contractor must include a letter from the contracted brand manufacturer, stating that the product is not able to be offered, estimated duration of product unavailability and the reasoning for the unavailability of product. The request for temporary product substitution, with all supporting documentation, must be submitted to the Division for review and approval. The substitute product must be offered to the State at the same or more favorable pricing. The Contractor cannot offer the substituted product until it is approved by the Division through a change order in **NJSTART**. Once the originally contracted product is available again, the Contractor must immediately notify the Division in writing. A temporary replacement of product is not meant as a permanent product replacement.

4.13 PRICE LIST UPDATES

Not applicable to this procurement.

5 GENERAL CONTRACT TERMS

The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor or to the authorized dealers/distributors, if applicable. The 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 Contract. The 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 Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, Acceptance or payment for any of the deliverables, goods or services, shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract.

5.1 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of three (3) years. The anticipated Contract effective date is provided on the "Summary" page of the Bid Solicitation in **NJSTART**. If delays in the procurement process result in a change to the anticipated Contract effective date, the Contractor agrees to accept a Contract for the full term of this Contract.

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

5.2 CONTRACT TRANSITION

- A. **No Award Made** --In the event that a new contract has not been awarded prior to the expiration date for this Contract, including any extensions exercised, then by written notice to the Contractor, the State may exercise its right to transition this Contract for a period of up to 270 Calendar Days (the "Initial Transition Period"). In the event the State exercises its right pursuant to this Section, then the Contractor shall continue performance under this Contract under the same terms, conditions, and pricing until a new contract is awarded or the Initial Transition Period expires. At no time shall this Initial Transition Period extend more than 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised, unless in the opinion of the Director, it is in the best interest of the State to extend the Initial Transition Period.
- B. **New Contract Awarded** -- In the event that a new contract has been awarded prior to the expiration date for this Contract, including any extensions exercised, then by written notice to the Contractor the State may transition this Contract (the "NCA Transition Period") and the Contractor shall continue performance under this Contract, under the same terms, conditions, and pricing, for a period of up to 365 Calendar Days beyond the expiration date of this Contract, including any extensions exercised, or until the new contract(s) can be completely operational, whichever first occurs.

5.3 PERFORMANCE SECURITY

Not applicable to this procurement.

5.4 OWNERSHIP OF MATERIAL

Not applicable to this procurement.

5.5 SUBSTITUTION OF STAFF

Not applicable to this procurement.

5.6 DELIVERY TIME AND COSTS

Unless otherwise noted in this Bid Solicitation or on the State-Supplied Price Sheet, all delivery times are thirty (30) Calendar Days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (thirty (30) Calendar Days ARO/F.O.B.). The 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. Thirty (30) Calendar Days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using 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 Contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern. Collect on Delivery (C.O.D.) Terms are not permitted.

5.7 AUTHORIZED DEALER AND/OR DISTRIBUTORS

Not applicable to this procurement.

5.8 LIQUIDATED DAMAGES

Not applicable to this procurement.

5.9 RETAINAGE

Not applicable to this procurement.

5.10 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive payments via automatic deposit from the State of New Jersey, the Contractor must complete the EFT information within its **NJSTART** Vendor Profile. Please refer to the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions.

5.11 PROCUREMENT EFFICIENCY PROGRAM

- A. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the Contract. The Sales Report shall be submitted directly to Periscope no later than thirty (30) Calendar Days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
 - Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
 - Purchasing entity;
 - Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
 - Such other information as the State may reasonably request;
 - If no sales were made against this Contract during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
 - Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the Contract.
- B. Procurement Efficiency Program Fee - For all purchases made under this Contract, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Periscope acting on behalf of the State of New Jersey.
- C. Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Periscope no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the "Termination of Contract" clause of the State of New Jersey Standard Terms and Conditions.
- D. **NJSTART** Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this Contract. Contractor shall upload catalog within thirty (30) Calendar Days of the date of execution of this Contract. Failure to cooperate will result in the Contractor's good and/or services not being represented in the **NJSTART** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this Contract. Any identified deviation from the Contract must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this Contract can lead to a breach of contract and will be escalated to the Division of Purchase and Property's Contract Compliance and Audit Unit for review and possible action.
- E. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Procurement Efficiency Program Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Procurement Efficiency Program Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

6 DATA SECURITY REQUIREMENTS – CONTRACTOR RESPONSIBILITY

Not applicable to this procurement.

7 MODIFICATIONS TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

Not applicable to this procurement.

8 QUOTE EVALUATION AND AWARD

8.1 RIGHT TO WAIVE

Pursuant to N.J.A.C. 17:12-2.7(d) the Director may waive minor irregularities or omissions in a Quote. The Director 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.

8.2 DIRECTOR'S RIGHT TO ACCEPT OR REJECT A QUOTE

The Director reserves the right to reject any or all Quotes, 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 Contracts in accordance with N.J.S.A. 52:34-12.

8.3 RECIPROCITY FOR JURISDICTIONAL 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 Bidder whose state or locality maintains a preference practice for its in-state 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 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 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 Bidder, etc. It is the responsibility of the Bidder to provide documentation with the Quote or submit it to the Director within five (5) Business Days after the deadline for Quote submission. Written evidence for a specific procurement that is not provided to the Director within five (5) Business Days of the public Quote submission date may not be considered in the evaluation of that procurement, but may be retained and considered in the evaluation of subsequent procurements.

8.4 CLARIFICATION OF QUOTE

After the Quote Opening Date, unless requested by the State as noted below, Bidder contact with the Procurement Bureau regarding this Bid Solicitation and the submitted Quote is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies, material omissions, or used to revise or modify a Quote.

The Director reserves the right to request that a Bidder explain, in detail, how the Quote price was determined.

8.5 ORAL PRESENTATION

Not applicable to this procurement.

8.6 TIE QUOTES

Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

For the purposes of tie-breaking, any tie-break scenario shall be made utilizing the delivery schedule bid, followed by the criteria set forth in N.J.A.C. 17:12-2.10. The delivery timeframe will be utilized in any tie-break scenario, and, in the case of a range of delivery days for the product bid, the highest day in the range will be used for the purposes of the tie-break. For example, if a Bidder offers 10 - 20 days ARO for the product bid, the 20 days will be used for the basis of the tie-break.

8.7 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES

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

8.8 STATE'S RIGHT TO CHECK REFERENCES

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

8.9 EVALUATION CRITERIA

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

8.9.1 TECHNICAL EVALUATION CRITERIA

The following criteria will be used to evaluate Quotes received in response to this Bid Solicitation:

- A. The Bidder's demonstration in the Quote that the Bidder understands and is able to complete the requirements of the Scope of Work as sought.

8.9.2 PRICE EVALUATION

For evaluation purposes, Bidders will be ranked from lowest to highest according to the total Quote price located on the State-Supplied Price Sheet accompanying this Bid Solicitation.

For Price Lines 5, 10 and 11: Since the specifications allow for a range in the item count per case and the net weight per case, the State will evaluate Quotes based on the price per pound as determined by the Unit Price per Case divided by the Net Weight Per Case. As such, a Bidder must specify the Net Weight per case in the spaces provided on the State-Supplied Price Sheet.

8.10 QUOTE DISCREPANCIES

In evaluating Quotes, 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.

8.11 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2.7, after evaluating Quotes, the Procurement Bureau may establish a competitive range and enter into negotiations with one (1) Bidder or multiple 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 (1) Bidder or multiple Bidders. Negotiations will be structured by the Procurement Bureau to safeguard information and ensure that all Bidders are treated fairly.

Negotiations will be conducted only in those circumstances where it is deemed by the Director to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this Bid Solicitation since the State may, after evaluation, make a Contract award based on the content of the initial submission.

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

8.12 BEST AND FINAL OFFER (BAFO)

The Bidder is advised to submit its most competitive technical and price Quote in response to this Bid Solicitation. The State reserves the right to award a Contract based on the initial pricing submitted without requesting a Best and Final Offer (BAFO). BAFOs will be conducted only in those circumstances where it is deemed by the Director to be in the State's best interests and to maximize the State's ability to get the best value.

The Procurement Bureau may invite one (1) Bidder or multiple Bidders to submit a BAFO. Said invitation will establish the time and place for submission of the BAFO. The Division may conduct more than one (1) round of BAFO in order to attain the best value for the State. Any BAFO that does not result in more advantageous pricing to the State will not be considered, and the State will evaluate the Bidder's most advantageous previously submitted pricing.

If the Procurement Bureau contemplates BAFOs, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

8.13 "REQUEST FOR REVISION" WITHIN [NJSTART](#)

The State may request a revision of the Bidder's Quote within [NJSTART](#). The Bidder shall respond to the "Request for Revision" only for the reason(s) identified by the State. Any changes made by a Bidder to the Quote other than as requested by the State shall be considered null and void.

8.14 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Bidder performance:

- A. Contract cancellations for cause pursuant to State of New Jersey Standard Terms and Conditions Section 5.7(B);
- B. Information contained in Contractor performance records;
- C. Information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience;
- D. Current licensure, registration, and/or certification status and relevant history thereof; or
- E. Bidder's status or rating with established business/financial reporting services, as applicable.

Bidders should note that this list is not exhaustive.

8.15 RECOMMENDATION FOR AWARD

After the evaluation of the submitted Quotes is complete, the Procurement Bureau will recommend to the Director for award, the responsible Bidder(s) whose Quote, conforming to this Bid Solicitation, is most advantageous to the State, price and other factors considered. The Director may accept, reject or modify the recommendation of the Procurement Bureau.

8.16 CONTRACT AWARD

Contract award(s) will be made with reasonable promptness by written notice to those responsible Bidders, whose Quotes, conforming to this Bid Solicitation, are most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so. Contract awards will be publicly posted under the relevant contract number and available on [NJSTART](#).

The State intends to make one (1) Contract award for each price line (Price Lines 5, 10 and 11).

9 GLOSSARY

9.1 CROSSWALK

Current DPP Template Term	Equivalent Statutory, Regulatory NJSTART and/or Legacy Term
Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Contract	Contract
Contract Amendment	Change Order
Administrative Change Order	Change Order
Quote	Proposal/Bid
Contractor	Vendor/Contractor
Bidder	Bidder/Contractor

9.2 DEFINITIONS

Unless otherwise specified in the Bid Solicitation, the following definitions will be part of any Contract awarded, or order placed, as a result of this Bid Solicitation. Note that not all definitions included here apply to all Bid Solicitations.

Acceptance – The written confirmation by the Using Agency that Contractor has completed a Deliverable according to the specified requirements.

Administrative Change Order – A unilateral administrative modification to the Contract in the **NJSTART** system by the Division. Administrative Change Orders are not to be considered formal Contract Amendments.

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.

Apparel – means any clothing, headwear, linens or fabric.

Apparel Contracts – include all purchases, rentals or other acquisition of apparel products by the State of New Jersey, including authorizations by the State of New Jersey for contractors to sell apparel products through cash allowances or vouchers issued by the State of New Jersey, and license agreements with a public body.

Apparel Production – includes the cutting and manufacturing of apparel products performed by the contractor or by any Subcontractors, but not including the production of supplies or sundries such as buttons, zippers, and thread.

Approved Products – Those products that have been identified in Bid Solicitation as meeting Using Agency needs and confirmed as meeting product specifications.

Authorized Purchasers – shall mean any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch (“State Purchasers”), Cooperative Purchasing Partners, and/or Intrastate Cooperative Purchasing Partners.

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

Bid or Bid Solicitation – The documents which establish the bidding and Contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the Bid Solicitation, State of New Jersey Standard Terms and Conditions (SSTC), State-Supplied Price Sheet, Attachments, and Bid Amendments.

Bid Amendment – Written clarification or revision to this Bid Solicitation issued by the Division. Bid Amendments, if any, will be issued prior to Quote opening.

Bid Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Bid Security - means a guarantee, in a form acceptable to the Division, that the bidder, if selected, will accept the contract as bid; otherwise, the bidder or, as applicable, its guarantor will be liable for the amount of the loss suffered by the State, which loss may be partially or completely recovered by the State in exercising its rights against the instrument of bid security.

Bidder – An entity offering a Quote in response to the Division’s Bid Solicitation.

Breach of Security – as defined by N.J.S.A. 56:8-161, means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Provider for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.

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.

Commercial off the Shelf Software or COTS – Software provided by Provider that is commercially available and that can be used with little or no modification.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the Bid Solicitation, the responsive Quote submitted by a responsible 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 or other supporting documents, or post-award documents including Contract Amendments agreed to by the State and the Contractor, in writing.

Contract Amendment – An amendment, alteration, or modification of the terms of a Contract between the State and the Contractor(s). A Contract Amendment is not effective until it is signed and approved in writing by the person with the appropriate signing authority. Contract Amendments are tracked using Change Orders in [NJSTART](#). Please note that Administrative Change Orders (see definition above) are not considered Contract Amendments.

Contractor – The Bidder awarded a Contract resulting from this Bid Solicitation.

Contractor Intellectual Property – Any intellectual property that is owned by Contractor and contained in or necessary for the use of the Deliverables or which the Contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or

Customized Software owned by Contractor, Contractor’s technical documentation, and derivative works and compilations of any Contractor Intellectual 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 Contract s issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

Cooperative Purchasing Participants – These participants include quasi-State entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges, and State colleges.

Customized Software – COTS that is adapted or configured by Provider to meet specific requirements of the Authorized Purchaser that differ from the standard requirements of the base product. For the avoidance of doubt, “Customized Software” is not permitted to be sold to the State under the scope of this Contract.

Days After Receipt of Order (ARO) – The number of Calendar Days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

Dealer/Distributor – A Company authorized by a Bidder or Contractor as having the contractual ability to accept and fulfill orders and receive payments directly on behalf of the Contractor that is awarded a Contract. Any authorized Dealer/Distributor must agree to all terms and conditions contained within the Bid Solicitation and must agree to provide all products and services in accordance with the Contract specifications, terms, conditions and pricing.

Deliverable – Goods, products, Services and Work Product that Contractor is required to deliver to the State under the Contract.

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; or the Director’s designee.

Disabled Veterans’ Business - means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a service disabled veteran-

owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract – means a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a Contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Discount – The standard price reduction applied by the Bidder to all items.

Division – The Division of Purchase and Property.

Equivalent Products – Products offered other than those identified as an Approved Product in this Bid Solicitation that meet the specifications herein. Equivalent Products will be evaluated to ensure that they meet all technical, nutritional, and packaging specifications herein as part of the Quote evaluation process.

Evaluation Committee – A group of individuals or a Division staff member assigned by the Director to review and evaluate Quotes submitted in response to this Bid Solicitation and recommend a 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.

Hardware – Includes computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

Internet of Things (IoT) – the network of physical devices, vehicles, home appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these objects to connect and exchange data.

Intrastate cooperative purchasing participants – refers to political subdivisions, volunteer fire departments and first aid squads, and independent institutions of higher education and school districts pursuant to N.J.S.A. 52:25-16.1 et seq., State and county colleges pursuant to N.J.S.A. 18A:64-60 and 18A:64A-25.9, quasi-State agencies and independent authorities pursuant to N.J.S.A. 52:27B-56.1, and other New Jersey public entities having statutory authority to utilize select State contracts issued by the Division.

Joint Venture – A business undertaking by two (2) or more entities to share risk and responsibility for a specific project.

Life cycle assessment – The comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use and disposal.

Life cycle cost – The amortized total cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Master Blanket Purchase Order (Blanket/Blanket P.O.) – A Term Contract that allows repeated purchases from an awarded contract.

Materials in Solid Waste – Material found in the various components of the solid waste stream. General, solid waste has several components, such as municipal solid waste (MSW), construction and demolition debris (C&D), and nonhazardous industrial waste. Under RCRA Section 6002, EPA considers materials recovered from any component of the solid waste stream when designating items containing Recovered Materials.

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

Mobile Device – means any device used by Provider that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.

Must – Denotes that which is a mandatory requirement.

Net Purchases – means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made by Intrastate Cooperative Purchasing Participants, regardless of whether or not **NJSTART** is used as part of the purchase process.

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

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

Non-Public Data – means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or

administrative rule from access by the general public as public information.

Percentage Discount or Markup – The percentage bid applied as a Markup or a Discount to a firm, fixed price contained within a price list/catalog.

Performance Security – means a guarantee, executed subsequent to award, in a form acceptable to the Division, that the successful bidder will complete the contract as agreed and that the State will be protected from loss in the event the contractor fails to complete the contract as agreed.

Personal Data means –

“Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media; and/or

Data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.

Personally Identifiable Information or PII - as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

Post-Consumer Material – Material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Post-Consumer Materials are part of the broader category of Recovered Materials.

Pre-Consumer Material – Materials generated in manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Price List/Catalog – A document published by a manufacturer, resellers, Dealers, or Distributors that typically contains product descriptions, a list of products with fixed prices to which a Bidder’s percentage discount or markup bid is applied.

Procurement Bureau (Bureau) – The Division unit responsible for the preparation, advertisement, and issuance of Bid Solicitations, for the tabulation of Quotes and for recommending award(s) of Contract(s) to the Director and the Deputy Director.

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

Protected Health Information or PHI – has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a

subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchases - means the total gross purchases, less credits, taxes, regulatory fees and separately stated shipping charges not included in unit prices, made regardless of whether or not **NJSTART** is used as part of the purchase process.

Quasi-State Agency – is 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, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

Quick Reference Guides (QRGs) – Informational documents which provide Vendors with step-by-step instructions to navigate the **NJSTART** eProcurement System. QRGs are available on the [NJSTART Vendor Support Page](#).

Quote – Bidder’s timely response to the Bid Solicitation including, but not limited to, technical Quote, price Quote including Best and Final Offer, any licenses, forms, certifications, clarifications, negotiated documents, and/or other documentation required by the Bid Solicitation.

Quote Opening Date – The date Quotes will be opened for evaluation and closed to further Quote submissions.

Recovered Material – Waste material and byproduct that have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Recycling – The series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Recyclability – The ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

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

Revision – A response to a BAFO request or a requested clarification of the Bidder’s Quote.

RMAN – Recovered Materials Advisory Notices provide purchasing guidance and recommendations for Recovered and Post-Consumer Material content levels for designated items.

Security Incident – means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Provider believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Provider. A Security Incident may or may not turn into a Breach of Security.

Services – Includes, without limitation (i) Information Technology (IT) professional services, (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training, and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

Shall – Denotes that which is a mandatory requirement.

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

Small Business – Pursuant to N.J.S.A. 52:32-19, N.J.A.C. 17:13-1.2, and N.J.A.C. 17:13-2.1, “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 (1) of the six (6) 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).

Small Business Set-Aside Contract – means (1) a Contract for goods, equipment, construction or services which is designated as a Contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a Contract when that portion has been so designated.” N.J.S.A. 52:32-19.

Software – means, without limitation, computer programs, source codes, routines, or subroutines supplied by Provider, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, unless the context indicates otherwise.

Software as a Service or SaaS – means the capability provided to a purchaser to use the Provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The purchaser does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

State – The State of New Jersey.

State Confidential Information – shall consist of State Data and State Intellectual Property supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).

State Contract Manager or SCM – The individual, 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 Contract Amendment.

State Data – means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Provider. State Data includes Personal Data and Non-Public Data.

State Intellectual Property – Any intellectual property that is owned by the State. State Intellectual Property includes any

derivative works and compilations of any State Intellectual Property.

State Price Sheet or State-Supplied Price Sheet – the bidding document created by the State and attached to this Bid Solicitation on which the Bidder submits its Quote pricing as is referenced and described in the Bid Solicitation.

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

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

Task – A discrete unit of work to be performed.

Third Party Intellectual Property – Any intellectual property owned by parties other than the State or Contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

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

US CERT – United States Computer Emergency Readiness Team.

USEPA – United States Environmental Protection Agency.

Using Agency[ies] – A State department or agency, a quasi-State governmental entity, or an Intrastate Cooperative Purchasing participant, authorized to purchase products and/or services under a Contract procured by the Division.

Vendor – Either the Bidder or the Contractor.

Work Product – Every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor’s Subcontractors or a third party engaged by

Contractor or its Subcontractor pursuant to the Contract Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

9.3 CONTRACT-SPECIFIC DEFINITIONS

Unless otherwise specified in the Bid Solicitation, the following Contract-specific definitions will be part of any Contract awarded, or order placed, as a result of this Bid Solicitation.

Authorized Representative – An individual identified by the Bidder as authorized to make business decisions on behalf of the Bidder as it relates to the subject procurement.

Chub – Chub is another term for a flexible plastic tube or sleeve of meat.

FDA – Food and Drug Administration: [Food and Drug Administration \(FDA\) | USAGov](#)

Institutional Meat Purchase Specifications (IMPS) – The United States Department of Agriculture (USDA) through its Agricultural Marketing Service (AMS) develops and maintains the Institutional Meat Purchase Specifications (IMPS) for meat and meat products. These specifications are recommended for use by any meat product procuring activity and are located at:

https://www.ams.usda.gov/sites/default/files/media/IMPS_100_Fresh_Beef%5B1%5D.pdf

N.J.A.C. – New Jersey Administrative Code.

N.J.S.A. – New Jersey Statutes Annotated.

Net Weight – The total weight of a product, exclusive of its container or packaging.

USDA - United States Department of Agriculture. A department of the United States government that manages various programs related to food, agriculture, natural resources, rural development and nutrition.