Request for Proposal  08-X-39564

For: Nutritional Formulas, Therapeutic: Enteral Oral & Feeding-Pump Administration Sets

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

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RFP Issued By

Various Using Agencies Statewide

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

Date: July 18, 2007
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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of Various Using Agencies Statewide and the Cooperative Purchasing Members. The purpose of this RFP is to solicit bid proposals for Nutritional Formulas-Therapeutic: Enteral, Oral & Feeding-Pump Administration Sets (where the term “operational” is designated, the affiliated feeding-pumps are included in Administration Set price).

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State’s best interest.

The NJ Standard Terms and Conditions version 05 09 06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

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

1.2 BACKGROUND

This is a greatly revised reprocurement of the 2004 RFP titled Nutritional Supplements, Standard term contract, presently due to expire on October 31, 2007.

However, participating bidders will see that this bidding opportunity has changed considerably since the last time that these items were placed out to bid. Therefore, please thoroughly read the entire RFP including, but not limited to, Section 3.0 in its entirety, the price sheets with the respective commodity code descriptions; Section 2.2 definitions and Sections 4.4.1.1, 4.4.1.2, 4.4.6, 4.4.7 and 4.4.8- ALL subsections.

Notable changes include, but are not limited to:

- Grouping “A” (Price Lines 00001 – 00003): adult nutritional formulas; specifically 1.0, 1.5 and 2.0 calorie oral formulas.
- Grouping “B” (Price Line 00004 only): pediatric 1.0 calorie oral nutritional formula.
- Grouping “C” (Price Line 00005 only): 1.0 calorie adult oral glucose tolerance formula.
- Grouping “F” (Price Line 00012): 1.2 calorie high nitrogen density tube formula with the salient characteristics as specified.
- Grouping “G” (Price Line 00013): 1.0 calorie isotonic fiber rich tube formula with the salient characteristics as specified.
Grouping “H” (Price Line 00014): phe-restricted therapeutic dietary products. These have been added as an independent line item requiring an EXCLUSIVE N.J. NET PRICE LIST.

Grouping “I” (Price Line 00015 only): requires an EXCLUSIVE N.J. NET PRICE LIST to be provided for items that are different nutrition formulas or packaging types than as required in Groups “A”-“G”. This includes flavorings, additive and alternatives to the “A”-“G” products.

The administration sets (operational):

Non-operational administration sets and/or feeding-pumps and related equipment and other interchangeable equipment:
Grouping “L” (Price Line 00018): requires an attached EXCLUSIVE N.J. NET PRICE LIST.

A specific “Training Coordinator” must be designated. Their name and publishable telephone number must be provided on the attached form, “Attachment A”.

In addition these changes may be of interest to the bidder:

a) Pricing lines and net price lists for the consumed items: nutritional formulas/medical food, puddings, nutritional additives, flavorings and snacks shall remain constant for an entire year: year one, year two and year three. Revisions to EXCLUSIVE NJ net price lists/net pricing are considered, as explained in Section 3.3 and Section 3.4 of this RFP. All equipment EXCLUSIVE NJ net price lists shall remain constant for the entire contract term without revisions to their respective net price lists.

b) Methods of Delivery can include postal or direct truck delivery from either the Manufacturer or the Manufacturer’s authorized distributors. State Using Agency facilities are staffed to accept deliveries Monday through Friday, holidays excepted. Additional State Agency information is within Section 3.0. The majority of these products will be purchased by the Department of Human Services facilities and the Division of Military and Veteran’s Affairs with a fraction of the balance of State run facilities requiring the products at this time.

c) Administration sets (operational) are inclusive of their affiliated no-cost feeding-pumps. Administration sets (operational) are separate from “non-operative” administration sets and independent accessories. Furthermore, these are independent commodity codes requiring an independent EXCLUSIVE N.J. net price lists separate from the nutritional items. The pricing for these equipment items shall remain constant for three years, including any extensions, per Sections 3.2.2 and 3.2.3 and 3.11 L of this RFP.

d) Due to the unique needs of the using population and the commodities covered under this contract, each price line is a either a multiple vendor award or designated for Primary, Secondary and possibly Tertiary vendor award status, where available.

e) Read each price line carefully to determine both the salient characteristics/functional characteristics and packaging characteristics required. All not-to-theSpecification QPL items must be provided as responses to one of the price lines designated for specific EXCLUSIVE N.J. NET PRICE LISTS.
f) QPL for nutritional formulas, flavorings, additives and snacks as well as the administration sets tied to no-cost feeding pumps and other interchangeable feeding-pump equipment are specified. Bidder must bid using QPLs cited within the commodity descriptions of each Price Line on the attached Price Sheet. Non QPL products will not be considered for this bid. Please refer to the definition of QPL in Section 2.2 for further information regarding non-QPL items.

Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T1621) at http://www.state.nj.us/treasury/purchase/contracts.htm.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

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

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

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

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

1.3.2 SUBMISSION OF BID PROPOSAL

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

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

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

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

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

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

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. If the State proposes to negotiate and/or pursue a Best and Final Offer, bid proposals will not be made public until the Letter of Intent to Award is issued.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.
By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer's EXCLUSIVE N.J.NET PRICE LIST and/or catalogs. The EXCLUSIVE N.J. net price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information and salient characteristic information.

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

1.4.5 PRICE ALTERATION

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

1.4.6 BID ERRORS

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

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

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

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

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

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

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

1.4.7 JOINT VENTURE

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

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

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

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

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

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

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

Contractor - The contractor is the bidder awarded a contract.

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

Division - The Division of Purchase and Property.

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

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

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

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

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

State - State of New Jersey

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

“Acceptance of All Terms” letter- A letter on the distributor’s letterhead that affirms that the distributor has accepted the terms and conditions which the manufacturer has proposed in the bid submitted to the Purchase Bureau.

Administration Sets (operational) – include the clamp, pole with casters, AC adapter, rechargeable batteries and Enteral feeding-pump included as no cost items. Non-IV compatible dispensing feeding-tube connections shall be included as they become available to the manufacturer.

Pump Delivery- semi-rigid container or bag with pre-attached pump set that includes container/bag hanging ring and cap, tubing (“Y” adapter pump sets, where available), patient information label area, roller clamp, drip chamber, feeding-tube connector (protective cover on feeding tube connector), pump adapter portion of tubing. (Spiking Sets- with piercing spike (protective cover on spike) for use with spikeable ready-to-hang enteral feeding products)

All other administration sets are “non-operational” on their own or gravity delivery.

Gravity Delivery- semi-rigid container or bag administration set without pump that includes container/bag hanging ring and cap, tubing, patient information label area, roller clamp, drip chamber and feeding-tube connector (protective cover on feeding tube connector).

A.R.O.- After Receipt of Order

Authorized Distributor/Dealer- Company with the stock of product and means to deliver the product as specified in the bid proposal received by the Purchase Bureau that has been assigned a geographical territory by the product manufacturer to deliver specific products.


Contaminant- A physical, chemical or biological substance which is available at a level so high as to have a correlated deleterious effect on human and/or animal and/or the environment’s health.

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

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

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

Energy Star/Energy Efficient- Regulated and qualified by the U.S. Environmental Protection Agency – U.S. Department of Energy. Equipment, light bulbs, appliances that utilize less energy, uses energy more efficiently or enters a low-power “sleep” mode after a period of inactivity. Certain adaptors and battery chargers have also earned this designation. Energy Star rated
products carry a blue ENERGY STAR identifying label. Additional information can be found at: http://www.energystar.gov.

**Enteral Nutrition**- Nutrient rich products compliant with Section 3.5 of the RFP, that are delivered to the digestive system as a liquid. Products are used for administration within or by way of the intestine.

**Exclusive N.J. Price List**- Prices for equipment and consumable-edible items are listed by category on an exclusive net price schedule tailored to this bid. The net price list should be derived from the manufacturer of the products offered in the bid. The net price list must be for a comprehensive amount of the complete brand line. Both the manufacturer and/or the manufacturer’s assigned distributor(s) shall honor the net price list submitted with the bid and any subsequent pricing provided in regard to the contract(s) awarded. Examples for the format of the price lists for each grouping are in the Submittals Section 4.4.1.2 of the RFP. Price lists must be provided in hard copy with the bid submission. The EXCLUSIVE N.J. net price lists will be uploaded to the internet.

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

**F.O.B.**- Free on Board; the shipment passes from seller to buyer, payment for freight is included in bid price; no freight charges are assessed against buying agency.

**HAACP**- Hazard Analysis Critical Control Point is a systematic approach to the identification, evaluation, and control of product safety hazards that are a biological, chemical, or physical agent that is reasonably likely to cause illness or injury in the absence of its control. This information is available at: http://www.cfsan.fda.gov/~lrd/haccp.html.

**Infant Formula**- Nutrient rich products that are the sole nutrition source for infants under 12 months of age prepared as per practices and quality procedures identified in 21 CFR Ch. 1 Parts 106, 107, 109, 110, and 113, 120, 174.5 (4-1-03 Edition et seq.) and Sections 402, 412 and 201 of the Federal Food, Drug and Cosmetic Act.

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

**Non-operational**- standalone equipment, delivery sets, accessories or kits.

**Nutritional Formula**- medical food formulated to be ingested orally or enterally administered under medical supervision—for oral or tube feeding—for dietary management of a specific medical disorder, disease, or condition for which there are distinctive nutritional requirements. [Orphan Drug Act Amendments of 1988 and 21 USC 360ee (b) (3)] and 21 CFR 101.9(j) (8)].

**Oral**- Products that are administered and taken by mouth.

**Parenteral**- The venous delivery of nutrients & compounds, etc.

**PKU, Phe-, Phenylketonuria**- requires dietary restriction of Phe (phenylalanine) intake and nutritional therapy with products that have increased levels of all other amino acids that are necessary to synthesize proteins.

**Producer Price Index**- (PPI) Index of commonly produced items, at various stages of processing, that fluctuates and measures price changes from the perspective of the seller. The PPI
homepage is available at [http://www.bls.gov/ppi](http://www.bls.gov/ppi). Posted “preliminary figures” will be used to project pricelist revisions for the second and third contract years. A brief explanation of how to access this information follows:

**Current (06/07) DATA extraction:**
At the PPI homepage, scroll down to the heading Get detailed PPI Statistics
Select the second bulleted sub-heading Create Customized Tables (one screen)
Choosing the top link: Industry Data.

From the new screen that displays.

1.) Select an Industry 325412 Pharmaceutical preparation manufacturing, as well as
2.) Select one or more Products 32541235412L Pharmaceutical preparations, vitamin, nutrient, and hematinic preparations. These selections will pool together data on file since 2001.

Refine this data further by clicking at the arrow: More Formatting Options ➡
This will bring you to a new page display ---enabling you to sort out data not needed.

The “Original Data Value” and the “12 Months Percent Change” should be checked off with the Specify year range set to reflect the 12 months in review (July 2007 – July 2008 or July 2008 – July 2009). If chosen, graphs can also be displayed.

**Pumps, Conventional-** Administration of Nutritional Formulas through a single tube. Manual flushing of tubing is required.

**Pumps, Self Flush/Dual Flow-** Administration of Nutritional Formulas through tube. Automated flushing of tubing is programmable. Second bag for water flush/hydration is required for automated flush process.

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

Conversely:
If a manufacturer’s previously approved brand and item is found to not meet standards during the course of the contract, that manufacturer’s brand will automatically be removed from the approved brands list of the next RFP. That manufacturer will not be permitted to submit any future samples for testing and possible brand approval for a period of six months after the end of the current contract.

**UL-** The Underwriter Laboratory, tests product compliance and certifies products meeting standard levels of safety. Links to these standards are available at: [http://www.ul.com](http://www.ul.com).

### 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

Due to the medical necessity of the products sought in this RFP, the State of New Jersey intends to award one primary contractor, one secondary contractor and one tertiary contractor (where available) or multiple contractors for those items described in each grouping. Qualified Product List items (QPLs) shall be delivered to various Using Agencies, statewide and to the Cooperative
Purchasing Members statewide. Note: Using Agencies must purchase products based upon best offerings (price and other factors.)

Grouping “A” – Grouping “E” (Lines 00001 – 00011), inclusive, are for specific nutritional formulations to be orally consumed that are to be provided to the agencies in specific types of packaging.

Grouping “F” (Line 00012) is for an Enteral- high nitrogen density nutritional product.

Grouping “G” (Line 00013) is for an Enteral- isotonic fiber formula.

BELOW: A single award shall be made for each manufacturer’s brand net price list within a group where the product line matches the criteria described in the commodity codes for price lines 00014 – 00018 Groupings “H” – “L”. Price lists must be specific by manufacturer. The price list(s) must be the manufacturer’s most current pricing, brands, equipment, etc.

One official manufacturer’s EXCLUSIVE NJ price list shall be prepared on the manufacturer’s letterhead, and in the manner prescribed in Section 4.4.1.2 of the RFP. Each price list represents one group (price line) and must be a separate document.

If the bidder is not the manufacturer, the State may contact the manufacturer to affirm that the bidder’s submission is an accurate representation of the official manufacturer’s EXCLUSIVE NJ price list.

Grouping “H” (Line 00014) requires an EXCLUSIVE N.J. net price list attachment for various amino acid therapy- consumed products/additives that are specific to PKU diets.

Grouping “I” (Line 00015) requires an EXCLUSIVE N.J. net price list attachment provided by each manufacturer for nutrition products, flavorings, fortifiers and nutritional additives that will be consumed/utilized when medically or functionally necessitated as an alternative and/or in addition to those items in Groupings “A” through “G” inclusive that have primary, secondary and possibly tertiary designation (where available).

Groupings “J” and “K” (Lines 00016 and 00017) are for the Administration sets (operational), for feeding-pumps that shall include the rechargeable battery, AC adapter, pole with casters and pole-clamp at no additional charge, conventional feeding-pump and self-flushing feeding-pump respectively. An EXCLUSIVE N.J. net price list must be provided by each manufacturer for these groups. Descriptions summarizing the technical advantages of specific feeding-pump makes/models must be provided to the State on the EXCLUSIVE N.J. net price list.

Additional pump tubing, couplings and supplies otherwise affiliated with the no-cost feeding-pumps, which are not deemed “operationally necessary for patient’s initial set-up” (and are therefore not included in the prices for the administration sets) shall be listed on the EXCLUSIVE N.J. net price list for Grouping “L”. Any equipment or accessories that are interchangeable (divided/broken down into parts in a manner that they do not fit the criteria of “administration sets (operational)”, as previously described, and can be used without specificity to pump make or model, shall be listed in the EXCLUSIVE N.J. net price list for Grouping “L”.

Grouping “L” (Line 00018) is for gravity administration sets, miscellaneous tubing, couplings, kits, interchangeable accessories, standalone non-operational delivery sets and “purchase-outright” feeding-pump packages. A description that summarizes the no-cost accessories which are provided with the (“purchase-outright”) pumps along with descriptions summarizing the technical advantages of specific feeding-pump makes/models must be provided to the State on the
EXCLUSIVE N.J. net price list. Descriptions summarizing the technical advantages of unique equipment/accessories must be provided to the State on the EXCLUSIVE N.J. net price list.

The Using Agencies must utilize the primary contractor for product groupings “A”, “B”, “C”, “D”, “E”, “F” & “G”. The secondary contractor, if one is contracted, may be used when the primary contractor is unable to make an adequate delivery of necessitated items within the A.R.O.-F.O.B. time stated in the primary contractor’s contract or where an alternative product is deemed medically or operationally necessary and in the best interest of the consumer/patient.

Where available, the tertiary contractor will be contracted for product groupings “A”, “B”, “C”, “D”, “E”, “F” & “G”, to be utilized in the event both the primary and secondary contractor are unable to provide delivery of necessitated items within the A.R.O.-F.O.B. time stated in their prospective contracts or where an alternative product is deemed medically or operationally necessary and in the best interest of the consumer/patient.

3.1 QUANTITIES

There is no quantity information available to share with perspective bidders. Quantities of products and frequency of delivery will vary by Using Agency, facility and population needs and/or health condition. The State will be obligated only for the quantities purchased through orders issued as a result of this contract. All deliveries will be made to the Using Agencies, Monday through Friday, with holidays excepted, A.R.O., F.O.B. destination into the Using Agency's/Cooperative Member’s storage room/receiving room. Delivery times in excess of seven (7) calendar days will not be considered.

The State reserves the right to order any quantity necessary to meet the State's requirements. However, there is no guarantee made by the State to purchase any amount of product from any contractor.

As such, the Using Agency/Cooperative Member may request a change in delivery frequency or the number of case units ordered each time an order is placed. However, to accommodate satellite facilities and smaller Using Agency quantities, the minimum order amount shall be five (5) cases- (aggregated)- per order of nutritional products and/or cases of pump administration sets, etc. Pump administration sets (operational) are tied into the manufacturer providing the appropriate conventional or self-flushing feeding-pump equipment. In order to be considered operational (ready for immediate operation) the feeding-pump equipment sought in Groupings “J” and “K” must include the rechargeable battery, AC adapter, multi-caster pole and pole-clamp at no additional charge.

QPL for nutritional formulas, flavorings, additives and snacks as well as the administration sets/no-cost feeding pumps and interchangeable equipment are specified. Bidder must bid using QPLs cited within the commodity descriptions of each Price Line on the attached Price Sheet. Non QPL products will not be considered for this bid. Please refer to the definition of QPL in Section 2.2 for further information regarding non-QPL items.

3.2 EXCLUSIVE N.J. PRICING SCHEDULES: EDIBLE CONSUMABLES VRS EQUIPMENT

3.2.1 PRICE PER LINE AND/OR EXCLUSIVE N.J. PRICE LISTS FOR GROUPINGS “A” - “I” PRICING

The bidder's signature guarantees that the unit prices for Groupings “A” – “G” (Lines 00001 – 00013) and prices set forth within the manufacturers' EXCLUSIVE N.J. net price lists for Grouping “H” through Grouping “I” (Lines 00014 – 00015) will govern for the first year of the contract. Contract Years 2 and 3 see Section 3.3 and Section 3.4 below for directions regarding these groupings. The bidder also acknowledges that, notwithstanding any bidder’s reference to
price escalation clauses, FOB shipping point, and shipping charges contained in the bidder's preprinted price lists, catalogs, and/or literature, such references will not be part of any State contract awarded as a result of this RFP.

3.2.2 EXCLUSIVE N.J. PRICE LISTS FOR EQUIPMENT GROUPINGS “J” AND “K”

These purchases are tied to the “installation” of feeding-pumps (into Using Agency facilities.) The pricing set forth in the manufacturers’ EXCLUSIVE NJ NET PRICE LIST shall remain constant for all products in Groupings “J” and “K” (Lines 00016 – 00017).

All administration sets (operational) shall include the price of the pump, rechargeable batteries, AC adaptor, pole with casters and clamp, and follow four (4) year amortization pricing. “Installation” of the feeding-pumps with their affiliated administration sets (operational) is not to exceed the term of this contract (three years), or any extension thereof. Upon the cessation of this term contract (three years), the Contractor is required to remove any feeding-pumps purchased from EXCLUSIVE N.J. net price list “J” or “K”, and the Using Agency is to refer to the latest contract in force at that time to select administration sets with no-cost feeding-pumps that are covered under the new contract. Ownership of the equipment remains with the Contractor for the entire period.

3.2.3 EXCLUSIVE N.J. PRICE LIST FOR EQUIPMENT GROUPING “L”

Grouping “L” (Line 00018) is reserved for the out right purchase of non-nutritional, non-edible, not consumed products including accessories and feeding-pumps. The State of New Jersey seeks reductions brought about by bulk purchases. Therefore, the EXCLUSIVE N.J. pricing for this grouping should be in a tiered format for quantities of 1, 5, 10 or 11+ as reflected in Section 4.4.1.2 below. The pricing shall remain constant for all products in Grouping “L” for the three-year contract term, or any extension thereof.

3.3 EXCLUSIVE N.J. SECOND YEAR CONTRACT PRICING FOR CONSUMABLES

The State will permit contractor(s) to submit revised EXCLUSIVE N.J. net price lists proposals/unit pricing for Grouping “A” through Grouping “I” pricing (Lines 00001 – 00015) which will be reviewed by the State for applicability for the second year of the contract period. The revised unit pricing and/or manufacturer's EXCLUSIVE N.J. net price list(s) for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two calendar months prior to the anniversary of the initial contract, for consideration. (Presumably the first anniversary will be November 1, 2008. So the revised net price list must be provided, in the same format as the initial price list---see 4.4.1.2, no later than September 1, 2008)

Any price increase submission received after this deadline/date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year one.

Until authorized by the State of New Jersey, the contractor must continue to accept orders for the second year of the contract based on the manufacturer's EXCLUSIVE N.J. net price list originally submitted for the first year of the contract. Every attempt will be made to review the revised EXCLUSIVE N.J. net price list/pricing in a timely manner. The State will not permit retro-active increases.

Net price lists that reflect price increases above the US Government reported Producer Price Index- for "Pharmaceutical preparations, vitamin, nutrient, and hematinc preparations-pcu325412325412L", with the base being July 2007 shall not be authorized. (Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date
of initial contract. For example, the base of July is for November 1 approval, the base of August is for December 1 approval). The current access to this PPI information is described in Section 2.2 of the RFP.

Revised EXCLUSIVE N.J. net price lists/pricing shall not exceed the calculated twelve month percent change (preliminary), the base month is July 2007 (relative to the anniversary date of the initial contract as explained above).

Approved second year EXCLUSIVE N.J. net price lists will take effect for orders placed on or after November 1, 2008 (or the anniversary date of the initial contract, whichever is later).

3.4 EXCLUSIVE N.J. THIRD YEAR CONTRACT PRICING FOR CONSUMABLES

The State will permit contractor(s) to submit revised EXCLUSIVE N.J. net price lists proposals/unit pricing for Grouping “A” through Grouping “I” pricing (Lines 00001 – 00015) which will be reviewed by the State for applicability for the third year of the contract period. The revised unit pricing and/or manufacturer's EXCLUSIVE N.J. net price list(s) for each contract line/brand/item awarded must be received by the Purchase Bureau no later than two calendar months prior to the anniversary of the initial contract, for consideration. (Presumably the second anniversary will be November 1, 2009. So the revised net price list must be provided, in the same format as the initial price list---see 4.4.1.2, no later than September 1, 2009)

Any submission received after this date will not be accepted. Failure to submit revised net price list/pricing constitutes the bidder offering and accepting the net price list/pricing from year two.

Until authorized by the State of New Jersey, the contractor must continue to accept orders for the third year of the contract based on the manufacturer's pricing for the second year of the contract. Every attempt will be made to review the third year revised EXCLUSIVE N.J. net price list/pricing in a timely manner. The State will not permit retro-active increases.

Net price lists that reflect price increases above the US Government reported Producer Price Index- for "Pharmaceutical preparations, vitamin, nutrient, and hematinic preparations - pcu325412325412L", with the base being July 2008 shall not be authorized. (Should there be a delay in the initial Contract schedule, please note that the base is relative to the anniversary date of initial contract. For example, the base of July is for November 1 approval, the base of August is for December 1 approval). The current access to this PPI information is described in Section 2.2 of the RFP.

Revised EXCLUSIVE N.J. net price lists/pricing shall not exceed the calculated twelve month percent change (preliminary), the base month is July 2008 (relative to the anniversary date of the initial contract as explained above).

Approved third year EXCLUSIVE N.J. net price lists will take effect for orders placed on or after November 1, 2009 (or the anniversary date of the initial contract, whichever is later).

3.5 MANUFACTURING, PROCESSING AND PACKAGING

3.5.1 The contractor shall guarantee that the methods used in, or the facilities or control used for the manufacture, processing, packing or holding of said products conform to and are operated and administered in conformity with current good manufacturing practice as required by Section 501 (A) (2) (B) of the Federal Food, Drug and Cosmetic Act and any applicable law or regulation of the State of New Jersey, whichever is more stringent.
3.5.2 Nutritional formulas are medical foods. Their label must contain a statement of identity (the common or usual name of the product) (21 CFR 101.3), an accurate statement of the net quantity of contents (21 CFR 101.105), the name and place of business of the manufacturer, packer, or distributor (21 CFR 101.5), and a complete list of ingredients, listed by their common or usual name and in descending order of predominance (21 CFR 101.4). In addition, all words, statements, and other information required by or under authority of the Federal Food, Drug, and Cosmetic Act (FFDCA) to appear on a label or labeling of a medical food must appear with prominence and conspicuousness (21 CFR 101.15) and be in English. If a label bears any representation in a foreign language, then all mandatory label information must be repeated in each foreign language used on the label (21 CFR 101.15(c) (2)). Medical foods also must be labeled in conformance with the principal display panel requirements (21 CFR 101.1), the information panel requirements (21 CFR.101.2), and the misbranding of food requirements (21 CFR 101.18).

Nutritional formulas/medical foods must comply with all applicable requirements for the manufacture of foods, including the Current Good Manufacturing Practices regulations (21 CFR part 110), Registration of Food Facilities requirements (21 CFR part 1 Subpart H) and, if applicable, the Low Acid Canned Food regulations (21 CFR part 113) and Emergency Permit Control regulations (21 CFR part 108).

All ingredients used in the nutritional formulas/medical foods must be approved food additives or a food additive that is the subject of an exemption for investigational use (21 U.S.C. 321 and 348), if the ingredients are not Generally Recognized as Safe (GRAS). All medical foods, tubing, connectors (dispensing equipment), etc., shall be free of contaminants.

3.5.3 The State reserves the right to make an inspection of any and all nutritional products during its manufacture, packaging or testing.

3.5.4 The State reserves the right to test any of the products to verify that they meet the advertised salient characteristics and qualities and/or the RFP specifications.

3.5.5 In consideration of patient/client safety and/or waste of opened products, specific line item awards may rely heavily on product packaging that is specified on the price lines of the attached price sheets.

3.6 GUARANTEES

The Contractor must guarantee that all products offered and awarded under this contract shall have applicable FDA approval for distribution as a medical food, dietary supplement or additive or approved medical equipment item/accessory. All products must have, at a minimum, a label containing an easily decoded product expiration date and a product lot number. A fact sheet that explains the package coding must be supplied to the Using Agencies/Cooperative Members. Nutrition related products and additives shall have a minimum shelf life of nine (9) months. Feeding-pumps must have the appropriate UL approval* and comply with NSF* and the Food, Drug and Cosmetic Act* as noted in this RFP *(and any revised/updated standards issued during the contract term) and possess a useful life of not less than four (4) years.

Through their signature, each bidder guarantees that NO product, that is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, or any regulation of the Federal Food and Drug Administration, or the New Jersey State Board of Pharmacy, shall be provided to the State Agencies or Cooperative Members through the awarded contract(s).
3.7 PRODUCT RECALL

The Manufacturer and/or Authorized Distributor(s) shall comply with the following conditions in the event of product recall and finding of contaminants:

3.7.1 The Contractor shall immediately (within 24 hours) notify the Director of Clinical Nutrition of the Department of Human Services, as well as the Director, Division of Purchase and Property, by written notice which is faxed and also by telephone call(s) indicating:
   A) the reasons for the product recall,
   B) product lot number and/or model number,
   C) the level of urgency for removal of product,
   D) the interim action or antidote to be taken to remedy any emergency situation arising from product ingredient or malfunction, as well as providing-
   E) a list of all the using agencies, including the Cooperative Purchasing Members affected by the recall.

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

3.7.3 The Contractor shall make provisions to have all recalled products removed immediately from the agencies (within 5 business days) affected by a recall and provide the appropriate, “Make Whole” remedy (as defined in Section 2.2 of the RFP and reiterated here) to the Using Agency/Cooperative Member (which may include, but not be limited to; replacing/substituting product stock with equivalent value product and/or reimbursing the Agency’s/Member’s financial outlay by applying credit(s) to the Using Agency’s/Member’s invoices.)

3.8 NUTRITIONAL DATA SHEETS

The bidder shall furnish, within the bid proposal, (and after the award of contract - within seven (7) business days of the State’s request), copies of the nutritional data (product composition/label) sheets for each nutritional formula, additive, flavoring, snack, etc., that the bidder proposes on the price lines or respective net price list submitted with this bid and, if requested, copies of certified data sheets of the nutritional ingredient materials.

3.9 FOOD BORNE PATHOGEN/AGENT NOTIFICATION

When tested by appropriate methods of sampling and examination, the products:
   Shall be free from microorganisms in amounts which may represent a hazard to health;
   Shall be free from parasites which may represent a hazard to health; and
   Shall not contain any substance originating from microorganisms in amounts which may represent a hazard to health.

The contractor is required to immediately contact and advise the receiving agency(ies) of any, [and forward all ] national, state, or local Health Department, Food Safety and Inspection Service/USDA /FDA food borne pathogen/agent advisories, Class I and/or Class II recalls or Center for Disease Control (CDC) alerts [as they become aware of them] relating to products they (have) provide(d) for the term of the contract
   (for example, but not limited to: Campylobacter jejuni, E-coli, Salmonella, Vibrio, Lysteria monocytogenes, Bovine Spongiform Encephalopathy, etc.,)
3.10 QUALITY CONTROL & CONTAMINANTS

The manufacturer of Nutritional formulas/medical foods and components shall be responsible for compliance with 21 CFR Ch. 1 Part 106, 21 CFR Ch. 1 Part 107, etc. regarding quality control; The Food and Drug Act of 1906, the Federal Food, Drug and Cosmetic Act (FD&C ACT) of 1938; the Food Additive Amendment of 1958 and Color Additive Amendments of 1960, the Orphan Drug Act of 1983; the Nutrition Labeling and Education Act (NLEA) of 1990; and all other applicable guidelines as determined by the USDA FDA/CFSAN (Center for Food Safety and Applied Nutrition), etc., and where applicable, the manufacturer shall comply with the Medical Device Amendments of 1976.

Should biological, chemical or environmental contaminants be found in nutritional formulas, etc. and or delivery systems, deleterious to human health, the product affected shall be removed, with re-imbursement and/or replacement processed in the manner prescribed in Section 3.7 of the RFP pertaining to removal of product and Sections 3.14 A, D & E of the RFP below (pertaining to returns).

3.10.1 SOURCING OF RAW MATERIALS & INGREDIENTS

The State may require certification regarding the purity of nutrients, additives, ingredients, enrichments, raw materials or and/or components. The Director may require certification from the Contractor (a bona fide officer of the company) along with documentation that food-grade or safe-for-human levels have not been exceeded; therefore, the raw materials, ingredients, etc. used during the manufacture of the finished products, comply with U.S. federal guidelines, HAACP protocols, FDA approvals, etc., and that no industrial-grade ingredients, etc., were utilized in the products.

3.11 GROUPINGS “J” & “K”-ADMINISTRATION SETS (OPERATIONAL)-WITH TUBE FEEDING-PUMPS

These administration sets are to be part of a complete tube-feeding system that includes the enteral feeding-pump(s), rechargeable batteries, multi-caster pole mounts, AC adapters/chargers and a multi-angle/position pole clamp or fixed-position pole clamp.

Administration sets shall be designed to handle the feeding-tube formulas awarded through this contract.

The State of New Jersey would like to avoid misconnection errors and welcomes products (tubing and their related connection systems) that are designed so that the connectors that link the feeding tubes, are unique in shape/fit and are not compatible with the connectors that link IV lines.

As the medical device/supply industry redesigns their products to aid in the prevention of misconnections, the State of New Jersey requests that the Contractor apprise the Purchase Bureau of the availability of the redesigned products and their associated prices.

The Contractors providing pricing for administration sets should attach documentation regarding the unique design of their connectors so that items awarded with unique fittings will be differentiated from those that are compatible with IV connections.

The Contractors providing the feeding-pumps should attach technical documentation regarding each pump. The technical documentation must at minimum, display and differentiate each pumps features.

For Groupings “J” & “K”, feeding-pump devices/equipment and the service of feeding-pumps/equipment are provided at no up front cost and are rather based upon administration
set/delivery set – “usage”. Once the pump is placed in service, the cost of the feeding-pump is amortized (as described in Section 3.11 K of this RFP). The only cost items are the administration sets listed in these groupings.

A) All pumps must be manufactured in the U.S.A., and carry the (UL) seals of approval of Underwriter Laboratory, Inc. All pumps shall be in full compliance with the FDA/Code of Federal Regulations, Title 21, Parts 800 to 898; the Federal Food, Drug and Cosmetic Act 21 CFR Part 807- registration and listing; 21 CFR Part 801- labeling; 21 CFR Part 820- good manufacturing practice requirements as set forth in quality systems regulation; and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Federal Food, Drug and Cosmetic Act; 21 CFR 1000-1050) and the National Sanitation Foundation (NSF).

B) Where applicable and/or as they become available, the bidders providing administration sets/pump pricing shall provide EXCLUSIVE N.J. pricing for administration sets that fit Energy Star rated feeding-pump equipment, adaptors and/or rechargeable batteries. Energy Star rated equipment pricing shall be provided in addition to traditional pump equipment pricing, when both are available.

C) Preventative maintenance shall be performed on each pump by the contractor regularly once every six (6) months (@182 days*), and upon additional request by the Using Agency should such circumstance arise, (*unless the manufacturer’s warranty expresses a different frequency for preventative maintenance). Written notification, that preventative maintenance has been performed shall be provided to the Food Service Director, Head Nurse, dietician or their appointee at each using agency/facility after every visit.

The Contractor will repair, adjust and maintain pumps on location at no charge to the agencies purchasing from this State contract. If it is necessary to remove a feeding-pump, the contractor must supply similar replacement equipment to the agency free of charge. All repair, maintenance and adjustment services must be in a timely manner.

D) The contractor shall bear all responsibility for the repair and replacement of faulty or malfunctioning pumps (includes administration sets/clamp/operational accessories under contract). These repairs are not separately reimbursable, but are included in the payment for the product(s)/administration sets. All equipment malfunctions are to be fixed or equipment replaced with operationally-the-same equipment within 24 hours of notification by the State.

E) Upon installation, Agency employees, responsible for operating the pumps, shall be given written instructions and on-site training by the contractor regarding the correct care of the pump equipment and its operational accessories along with the proper installation of the affiliated Administration sets. Additional periodic training will be scheduled on an as-needed basis during the term of this contract.

F) Current: Electrical – 105-120 volts AC, 50/60 Hz.

G) Batteries: The contractor shall replace feeding-pump batteries. Replacement batteries are not separately reimbursable, but are included in the payment for the administration sets. The contractor shall familiarize themselves with CFR Title 40: Protection of the Environment (available through the U.S. Department of Environmental Protection web pages at: http://www.epa.gov/) and shall undertake the appropriate hazardous material disposal of all batteries, etc. and shall, wherever possible, recycle retired equipment materials to limit their presence in landfills. Resources regarding stewardship in New Jersey are available at: http://www.nj.gov/dep/dshw/recycling/prd_stewards.htm.
H) **Asset Tracking:** The Contractor shall maintain a log of serial numbers and/or asset inventory tags for all enteral feeding-pumps provided as a result of this contract. This asset log shall be broken out by agency location. A copy of the asset log must be provided quarterly to the business office/head nurse/lead dietician or delegated facility-representative at each facility.

I) **Equipment Repair:** The Contractor shall label the feeding-pumps with an emergency telephone number to be used by the agencies when a pump malfunctions or requires repair. Equipment repairs/malfunctions must be documented relative to the pump’s serial number/asset tag. Copies of the repair/malfunction log shall be made available to the facility/agency or State within seven (7) days of the request.

J) **Equipment Obsolescence:** The Contractor shall provide enteral feeding-pumps that are in excellent condition and the administration sets that fit such non-obsolete enteral feeding-pumps. Feeding-pump equipment used at the facilities as a result of this contract, along with their respective parts, accessories and administration sets shall remain available throughout the term of this contract (for not less than three (3) years). As each individual or model of feeding-pump approaches obsolescence, the Contractor shall provide replacement products within the parameters of Section 3.13 of the RFP.

K) **Excessive Rates:** During the three-year term the Contractor must provide a semi-annual report proportioning the cost of I-V poles, feeding-pumps, administration sets and accessories. *At no time shall the State pay above and beyond the manufacturer’s cost for the equipment used in conjunction with this contract. The one charge associated with these set value items shall be spread out over the 48 month useful life of the pumps and included in the monthly administration set pricing structure.

L) **Transition Period:** As required functionally or in the event of equipment recall (depending upon the circumstances), the State may impose a transition schedule so that; a) the incumbent (pump) provider can remove their equipment and, b) the alternate feeding pump contractor can provide suitable dispensing equipment/pump set-ups along with administration sets. This transition period may be invoked to prevent a lapse in service and with no penalties imposed on the facilities/State.

### 3.12 GROUPING “L”- ADMINISTRATION SETS- GRAVITY FEEDING, PURCHASED PUMPS, AND MISC./INTERCHANGEABLE SUPPLIES

A) From time to time as a patient can tolerate, the using agency will utilize gravity dispensing sets. These shall be packaged as complete administrations sets, without the feeding-pump and other related operational equipment.

B) Interchangeable supplies, other related accessories, kits, tubing extensions, adapters or couplings, which may be required, are dependent upon the direction of the physician, head nurse or dietician and the needs of the patient. All supplies and accessories shall be designed to handle the feeding-tube formulas contracted through T1621 or fit functions needed to provide the critical care of the patient. These products shall be provided on this net price list.

C) Unique connectors are welcome. Literature/statements regarding the unique connectors should be provided with your bid submission so that these products can be easily differentiated from those connectors that are compatible with IV lines.

D) The Contractors providing the feeding-pumps should attach technical documentation regarding each pump. The technical documentation must at minimum, display and differentiate each pumps features.
E) The outright purchase of Enteral feeding-pumps and their accessories shall also be provided in list form here. Feeding-pumps purchased outright are shall have a four-year life span and shall comply with the terms reiterated below:

a) All pumps must be manufactured in the U.S.A., and carry the (UL) seals of approval of Underwriter Laboratory, Inc. All pumps shall be in full compliance with the FDA/Code of Federal Regulations, Title 21, Parts 800 to 898; the Federal Food, Drug and Cosmetic Act 21 CFR Part 807- registration and listing; 21 CFR Part 801- labeling; 21 CFR Part 820- good manufacturing practice requirements as set forth in quality systems regulation; and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Federal Food, Drug and Cosmetic Act; 21 CFR 1000-1050) and the National Sanitation Foundation (NSF).

b) Where applicable and/or as they become available, the bidders providing purchase-outright feeding-pump pricing shall provide pricing for Energy Star rated feeding-pump equipment, adaptors and/or rechargeable batteries. Energy Star rated equipment pricing shall be provided in addition to traditional pump equipment pricing, when both are available.

c) Preventative maintenance shall be performed on each pump by the contractor regularly once every six (6) months (@182 days*), and upon additional request by the Using Agency should such circumstance arise, (*unless the manufacturer’s warranty expresses a different frequency for preventative maintenance). Written notification, that preventative maintenance has been performed shall be provided to the Food Service Director, Head Nurse, dietician or their appointee at each using agency/facility after every visit.

The Contractor will repair, adjust and maintain pumps on location at no charge to the State or Cooperative Members. If it is necessary to remove a feeding-pump, the contractor must supply similar replacement equipment to the agency free of charge. All repair, maintenance and adjustment services must be in a timely manner.

d) The contractor shall bear all responsibility and cost for the repair and replacement of faulty or malfunctioning pumps purchased. Therefore, the contractor shall bear all responsibility and cost for the replacement of any administration sets/clamp/operational accessories, that are replaced (to match up with the replacement pump), that differ from the originally purchased feeding-pump. These repairs are not separately reimbursable, but are included in the payment price for the feeding-pumps. All equipment malfunctions are to be fixed or equipment replaced with operationally-the-same equipment within 24 hours of contractor notification.

e) Upon installation, Agency employees, responsible for operating the pumps, shall be given written instructions and on-site training by the contractor regarding the correct care of the pump equipment and its operational accessories along with the proper installation of the affiliated administration sets. Additional periodic training will be scheduled on an as-needed basis during the term of this contract.

f) Current: Electrical – 105-120 volts AC, 50/60 Hz.

g) Batteries: The battery life is expected to exceed four (4) years; therefore, the contractor shall replace feeding-pump batteries should they malfunction, diminish in rechargeability or die. Replacement batteries are not separately reimbursable,
but are included in the payment for the feeding-pumps. The contractor shall familiarize themselves with CFR Title 40: Protection of the Environment (available through the U.S. Department of Environmental Protection web pages at: http://www.epa.gov/) and shall undertake the appropriate hazardous material disposal of all batteries, etc. and shall, wherever possible, recycle retired equipment materials to limit their presence in landfills. Resources regarding stewardship in New Jersey are available at: http://www.nj.gov/dep/dshw/recycling/prd_stewards.htm.

h) **Asset Tracking:** The Contractor shall log the serial numbers and/or asset inventory tags for all enteral feeding-pumps provided as a result of this contract. The serial numbers and/or inventory tags shall be designated on the invoice provided to the agencies at sale. Purchased-outright feeding-pumps shall be designated as an asset of the facility. This asset log shall be broken out by agency location. A copy of the asset log must be provided quarterly to the business office/head nurse/lead dietician or delegated facility-representative at each facility.

i) **Equipment Repair:** The Contractor shall label the feeding-pumps with an emergency telephone number to be used by the agencies when a pump malfunctions or requires repair. Equipment repairs/malfunctions must be documented relative to the pump’s serial number/asset tag. Copies of the repair/malfunction log shall be made available to the facility/agency or State within seven (7) days of the request.

### 3.13 PRODUCT REPLACEMENT/ADDITIONS/DISCONTINUATION

As new product(s) that may fall within the scope of this RFP are introduced during the three year contract term, or when a current product is discontinued/updated/replaced by a new product, the contractor may petition for addition/replacement for that product under the current contract. However, in order to be considered for evaluation and addition or replacement, the new product must be better than or equal to the product under contract. A Contractor’s request for substitution or addition must be made in writing to the Division of Purchase and Property, with the following stipulations:

A) The request must be submitted in writing to the buyer of record at:

   State of NJ Treasury  
   Division of Purchase & Property  
   33 West State Street  
   Trenton, NJ 08625-0230.

B) The product will be considered for replacement to the existing line items of the contract after comparison to the original product bid price. Final decision will be made with consideration given to:

   i) Cost,  
   ii) Product’s nutritional enhancements,  
   iii) Products operational or functional enhancements,  
   iv) Amortization schedules/equipment obsolescence, and  
   v) Critical need of the patient and/or Using Agencies.

C) Replacement request(s) must be for product(s) from the same manufacturer line(s) originally awarded.
D) All replacement requests must be approved in writing by the Division of Purchase and Property prior to being offered to any agencies and will not be covered by the contract without the Division’s written approval.

E) New nutritional products and administration set components may be considered for Addition to the existing EXCLUSIVE N.J. net price lists of the contract ONLY after the Using Agency substantiates the critical need for the product/equipment and the Director, Division of Purchase and Property approves the addition(s) in writing. Approval must be granted by the Director, prior to the products being offered to any agency under this Term Contract.

F) Due to the critical use of the items contracted, all products shall remain readily deliverable. The Manufacturer shall provide the State with a 60-day notification (at minimum) of its intention to change its product formulation or product availability.

3.14 RETURNS

From time to time, as a patient’s status changes, their nutritional needs and formula may require adjusting or may be discontinued. The Contractor shall provide methods and a process whereby the Using Agency/Cooperative Member can return unused/un-needed product as well as be “made whole” for product that requires a return. In any case that a distributor fails to provide this “make whole” level of service, the Manufacturer shall become responsible for this level of service (refer to the definition for “make whole” in Section 2.2 of the RFP).

Contractor’s Returned Goods Policy must encompass, at minimum, the following:

A) All returns must be picked up by the next delivery or within ten days of notification. Notification can be made electronically, verbally, in writing or by facsimile.

B) No restocking charges will be imposed on the return of “Short Dating”, “Ordered-In-Error”, “Wrong Product” or “Change-in-Patient-Status” orders.

C) Damaged items refused on receipt of delivery, shall be replaced at no additional charge within 48-hours.

D) All credits must be issued within ten (10) business days of the return of goods.

E) The State and Cooperative Members reserve the right to deduct from the invoice all credits not issued within 10 days after the return of the damaged goods.

3.14.1 RETURN EXCLUSIONS

Conditions of “non-merchantability” that will negate product return are those products, which after receipt by the using agency, have the following conditions: a nutritional product that has been used or opened, a partial administration set, or a product without its original package labeling, or which has been marked-up, defaced or damaged by the using agency.

3.15 VALUE-ADDED INSTRUCTION/TRAINING AND IN-SERVICE

The Contractor shall provide to the Using Agencies and Cooperative Purchasing Members, hardcopy literature, including, but not limited to, literature regarding: nutritional information, nutritional care for patients with special conditions and diseases, and products with advanced nutrient profiles. The Contractor may enhance (but shall not replace) receipt of their hardcopy literature by providing on-line tools as well.
In addition the Contractor shall provide multiple on-site/in-service trainings at each facility utilizing these contracts. Trainings will be at the discretion and with the concurrence of the Using Agencies/facilities. The Contractor shall furnish in-service and any other educational support required by the facilities regarding their products and nutrition options (as mutually agreed upon with the Director of Nutrition, Department of Human Services, or delegated facility-representative(s)).

On-site training for the administration sets and the associated literature for the administration sets, affiliated medical equipment and accessories, (as purchased through this contract), will be limited to the set-up and daily upkeep/general troubleshooting of each administration set and/or each feeding-pump’s operation.

Training and education are not separately reimbursable, but are included in the payment for the product(s).

The bidder must acknowledge that they shall comply with Section 3.15 by designating and providing both 1) the name and 2) a publishable telephone number- for their “Training Coordinator.” This information shall be placed on “Attachment A” and submitted with your bid proposal.

3.16 MANUFACTURER CERTIFICATION/QUALIFICATION & DISTRIBUTOR REQUIREMENTS

All bidders, other than manufacturers, submitting a bid proposal in response to this RFP must submit written certification from each manufacturer represented in its bid proposal, stating that it is an authorized dealer/distributor for the entire State of New Jersey.

If unable to submit the required certification with its bid proposal, the bidder must submit same by certified mail within seven (7) calendar days after faxed written request from the State. Letters arriving after the seven (7) calendar-day period shall be rejected and shall cause the bid for that brand/group to be disqualified.

The certification shall be on the official letterhead of the respective manufacturer(s) and signed by a responsible official of that company. Responsible official is defined as that company official who has authority to commit, obligate and bind the manufacturer financially. Memos or undated letters will not be acceptable.

Certification letters received in response to this requirement cannot be withdrawn by the manufacturer/dealer once accepted by the State. The Director reserves the right to accept or reject any requests for withdrawal of certification letters.

The manufacturer’s letter of certification shall identify the bid identification number and the bidder.

Failure to comply with the above requirement shall result in rejection of the bid proposal for each manufacturer not certified.

3.17 MANUFACTURER-DEALER/DISTRIBUTOR RESPONSIBILITY

A) Manufacturer’s List of Authorized Dealers/Distributors:

Manufacturers submitting a bid proposal must enclose a copy of their dealer/distributor list which must include the complete name, address, telephone number, fax number, contact person, e-mail address and Federal Identification Number for all dealers/distributors who will be authorized
to act on the manufacturer’s behalf. Dealers/distributors should be listed in alphabetical order by
dealer name in order to facilitate ease of ordering and payment by the Using Agencies.

The State will not accept a bid proposal from any dealer/distributor for brands listed in this RFP, if
the manufacturer provides a dealer/distributor list.

If the manufacturer bids and will be providing product/service directly to the Using Agencies, then
a dealer/distributor list is not required with the bid proposal.

B) The Manufacturer bidding directly will be assigned a contract award number which its
dealer(s) or distributor(s) will use. Billing must be processed through the dealer or distributor
from which the product(s) are purchased.

C) The Manufacturer will remain fully responsible if, for any reason, the dealer or distributor fails
to uphold the contractual obligations implemented in accordance with this RFP, including the
"make-whole" (as defined in Section 2.2 of the RFP) service for returns/recalls.

D) Changes to the authorized distributor’s list must be made in writing, (for review by the State)
to the buyer of record. The Manufacturer shall provide the same information as is required for
the original bid proposal, for any additional distributors that are assigned authorization after the
opening of bids.

3.18 CHANGES TO DISTRIBUTOR LIST

Information changes to the manufacturer’s authorized Distributors must be provided to the Buyer
of record, not less than thirty (30) days prior to the change date; for approval by the Purchase
Bureau and, to allow the Agencies to be notified. For example,

ABCD Corp is no longer an authorized distributor effective 08/06/07.
They are replaced by XYZ, Ltd.
At 1234 Main Street, Anywhere, NJ 08000;
FEIN #12-3456789;
Phone #-; Fax #--; Contact Person’s Name.

3.19 CONTRACTORS’ TRANSPORT REQUIREMENTS

3.19.1 STATE USING AGENCY LOCATIONS & DELIVERY

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

Listed below is a sampling of several of the participating State Using Agencies, the counties they
are located in, and, if known, the number reflecting all consumers (#) in each facility.

Human Services and the Department of Military and Veterans’ Affairs are the primary
users. However, other facilities may require product. Not all consumers within the State
Agencies/facilities utilize the products sought in this RFP:
### HUMAN SERVICES

<table>
<thead>
<tr>
<th>State Agency County</th>
<th>#</th>
<th>Facility Address City, State, Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ancora Psychiatric Hospital Camden County</td>
<td>619</td>
<td>202 Spring Garden Road Ancora, NJ 08037-9699</td>
<td>609 561-1700</td>
<td>609 567-7397</td>
</tr>
<tr>
<td>Arthur Brisbane Child Treatment Center Monmouth County</td>
<td>30</td>
<td>Allaire, Rd Farmingdale, NJ 07727</td>
<td>908-938-5061</td>
<td>908-938-9202</td>
</tr>
<tr>
<td>G.W. Hagedorn Center For Geriatrics Hunterdon County</td>
<td>181</td>
<td>200 Sanitorium Rd Glen Gardener, NJ 08826</td>
<td>908-537-2141 EXT 2224</td>
<td>908-537-3149</td>
</tr>
<tr>
<td>Green Brook Regional Center Somerset County</td>
<td>123</td>
<td>275 Greenbrook Road Green Brook, NJ 08812</td>
<td>732-968-6000 EXT 5566</td>
<td>732-968-0373</td>
</tr>
<tr>
<td>Greystone Park Psychiatric hospital Morris County</td>
<td>646</td>
<td>Central Av Greystone Park, NJ 07950 (Morris Plains, NJ)</td>
<td>973-538-1800 EXT 4309</td>
<td>973-538-1053</td>
</tr>
<tr>
<td>Hunterdon Developmental Center Hunterdon County</td>
<td>637</td>
<td>40 Pittstown Rd Clinton, NJ 08809-4003</td>
<td>908-735-4031</td>
<td></td>
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<tr>
<td>New Lisbon Developmental Center Burlington County</td>
<td>708</td>
<td>Rt. 72 New Lisbon, NJ 08064</td>
<td>609-894-4041 EXT 4041</td>
<td>609-726-1159</td>
</tr>
<tr>
<td>North Jersey Development Center Passaic County</td>
<td>445</td>
<td>169 Minnisink Rd Totowa, NJ 07512</td>
<td>973-256-1700 EXT 216</td>
<td>973-256-7651</td>
</tr>
<tr>
<td>Trenton Psychiatric Hospital Mercer County</td>
<td>317</td>
<td>7500 Sullivan Way West Trenton, NJ 08628</td>
<td>609-984-2964</td>
<td>609-396-5701</td>
</tr>
<tr>
<td>Forensic - Part of Trenton Psychiatric Mercer County</td>
<td>129</td>
<td>Sullivan Way West Trenton, NJ 08628</td>
<td>609-633-1619</td>
<td>609-396-5701</td>
</tr>
<tr>
<td>Vineland Developmental Center Cumberland County</td>
<td>545</td>
<td>1676 East Landis Avenue Vineland, NJ 08360</td>
<td>856-696-6000 856-696-6107</td>
<td>856-794-5899</td>
</tr>
<tr>
<td>Woodbine Developmental Center Cape May County</td>
<td>587</td>
<td>1175 DeHirsh Av Woodbine, NJ 08270</td>
<td>609-861-2164</td>
<td>609-861-0081</td>
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<tr>
<td>Woodbridge Developmental Center Middlesex County</td>
<td>613</td>
<td>Rahway Avenue Woodbridge, NJ 07095</td>
<td>732-499-5554</td>
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<tr>
<td>Vineland Residential Center Cumberland County</td>
<td>30</td>
<td>2000 Maple Avenue Vineland, NJ 08360</td>
<td>856-696-6115</td>
<td>856-696-6620</td>
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<tr>
<td>Ewing Residential Center Mercer County</td>
<td>30</td>
<td>1610 Stuyvesant Avenue Trenton, NJ 08618</td>
<td>609-530-3350</td>
<td></td>
</tr>
</tbody>
</table>

### MILITARY AND VETERANS AFFAIRS

<table>
<thead>
<tr>
<th>State Agency &amp; County</th>
<th>#</th>
<th>Facility Address City, State, Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Veterans Memorial Home VINELAND/Cumberland County</td>
<td>280</td>
<td>524 North West Blvd Vineland, NJ 08360-2895</td>
<td>856-405-4200</td>
<td>856-696-6885</td>
</tr>
<tr>
<td>Veterans Memorial Home MENLO PARK/Middlesex County</td>
<td>332</td>
<td>132 Evergreen Road Edison, NJ 08818-3013</td>
<td>732-452-4100</td>
<td>732-603-3016</td>
</tr>
<tr>
<td>Veterans Memorial Home PARAMUS/Bergen County</td>
<td>336</td>
<td>1 Veterans Drive Paramus, NJ 07653-0608</td>
<td>201-634-8200</td>
<td>201-967-8658</td>
</tr>
</tbody>
</table>
Deliveries to the Marie H. Katzenbach School for the Deaf are available Monday through Friday morning. This facility hosts year-round daytime and residential educational programs (Mondays through Fridays) with a limited number of facility closings. Information regarding the school calendar or closings due to inclement weather can be accessed via the web at: http://www.mksd.org/.

Deliveries to Riverfront State Prison must be made between 8:30 A.M. and 11:30 A.M. Custodial requirements demand adherence to this schedule. The receiving bay can only accommodate vehicles up to 13 feet high. Nothing above that height shall be accepted at Riverfront State Prison.
Deliveries to South Woods State Prison must be made between 7:30 A.M. and 12:30 P.M. Custodial requirements demand adherence to this schedule.

Deliveries to State Prison in Trenton must be made between 8:00 A.M. – 11:00 A.M. and 1:00 P.M. – 3:00 P.M. Custodial requirements demand adherence to this schedule. Deliveries will be accepted at the receiving bay on the Third Street side, Trenton. The empty vehicle cannot exceed 11 feet high and the maximum width must not exceed 10 feet 4 inches.

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

### JUVENILE JUSTICE

<table>
<thead>
<tr>
<th>State Agency &amp; County</th>
<th>#</th>
<th>Facility Address</th>
<th>City, State, Zip Code</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
</thead>
</table>
| Albert Elias Residential Community Home  
Mercer County          | 20  | 188 Lindbergh Rd       | Hopewell, NJ 08525    | 609-466-0740   | 609-466-4612 |
| Camden Community Service Center  
Camden County           | 50  | 555 Atlantic Ave       | Camden, NJ 08103      | 856-614-2658   | 856-614-2670 |
| Campus Program         
Camden County           | 40  | 508 Lakeland Rd        | Blackwood, NJ 08012   | 856-227-0960   | 856-228-4208 |
| D.O.V.E.S. Residential Community Home  
Burlington County       | 12  | 1212 Edgewood Av       | Trenton, NJ 08618     | 609-777-3292   | 609-777-2974 |
| Edison Prep Residential Community Home  
Mercer County           | 24  | 1311 Sloatsburg Rd     | Ringwood, NJ 07456    | 973-648-6133   | 973-648-6133 |
| Essex Residential Community Home  
Essex County            | 30  | 3016 Route 563         | Chatsworth, NJ 08019  | 609-625-1842   | 609-625-8630 |
| Fresh Start Residential Community Home  
Monmouth County         | 28  | 3016 Route 563         | Chatsworth, NJ 08019  | 609-625-1842   | 609-625-8630 |
| Green Residential Community Home  
Passaic County          | 32  | 3016 Route 563         | Chatsworth, NJ 08019  | 609-625-1842   | 609-625-8630 |
| Pinelands Residential Community Home  
Burlington County       | 18  | 3016 Route 563         | Chatsworth, NJ 08019  | 609-625-1842   | 609-625-8630 |
| Southern Residential Community Home  
Atlantic County         | 34  | 3016 Route 563         | Chatsworth, NJ 08019  | 609-625-1842   | 609-625-8630 |
| Valentine Residential Community Home  
Burlington County       | 12  | 201 Route 513          | Glen Gardner, NJ 08826| 908-638-4670   | 908-638-4670 |
| Voorhees Residential Community Home  
Hunterdon County        | 27  | 201 Route 513          | Glen Gardner, NJ 08826| 908-638-4670   | 908-638-4670 |
| Warren Residential Community Home  

Previous delivery schedules are noted below, and are subject to change:
Deliveries to **Albert Elias Residential Community Home** require 24 hour notification and are available Monday/Friday from 7 AM until 12 Noon through the right side entrance.

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEPARTMENT OF CHILDREN & FAMILIES**

<table>
<thead>
<tr>
<th>State Agency &amp; County</th>
<th>Facility Address</th>
<th>Phone Number</th>
<th>Fax Number</th>
</tr>
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<tbody>
<tr>
<td>Dept of Children &amp; Families Regional School Essex County Campus</td>
<td>395-397 No. 5th St Newark, NJ 07101</td>
<td>973-648-4333</td>
<td>973-648-4254</td>
</tr>
<tr>
<td>Independence High School Essex County</td>
<td>15 Smalley Terrace Irvington, NJ 07111</td>
<td>973-372-4473</td>
<td>973-372-3324</td>
</tr>
<tr>
<td>Dept of Children &amp; Families Regional School Bergen County Campus</td>
<td>374 E. Ridgewood Ave. Paramus, NJ 07652</td>
<td>201-261-6231</td>
<td>201-261-2180</td>
</tr>
<tr>
<td>Dept of Children &amp; Families Regional School</td>
<td>Address</td>
<td>Phone 1</td>
<td>Phone 2</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>---------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Hudson County Campus</td>
<td>40 Millridge Rd Secaucus, NJ</td>
<td>201-865-4913</td>
<td>201-865-9434</td>
</tr>
<tr>
<td>Morris County Campus</td>
<td>15 Jean St. Morristown, NJ 07960</td>
<td>973-631-6410</td>
<td>973-631-6415</td>
</tr>
<tr>
<td>Passaic County Campus</td>
<td>160 Minnisink Rd. Totowa, NJ 07512</td>
<td>973-256-3337</td>
<td>973-256-7431</td>
</tr>
<tr>
<td>Passaic County—Wanaque Campus</td>
<td>1433 Ringwood Ave. Haskell, NJ 07420</td>
<td>973-839-1909</td>
<td>973-839-3889</td>
</tr>
<tr>
<td>Union County Campus</td>
<td>1524 Terrill Rd. Scotch Plains, NJ 07076</td>
<td>908-322-1641</td>
<td>908-322-9455</td>
</tr>
<tr>
<td>Warren County Campus</td>
<td>540 Rt. 57E Port Murray, NJ 07865</td>
<td>908-689-4650</td>
<td>908-689-1017</td>
</tr>
<tr>
<td>Lumberton Campus</td>
<td>20 Pioneer Blvd. Mount Holly, NJ 08060</td>
<td>609-953-5608</td>
<td>609-953-2416</td>
</tr>
<tr>
<td>Camden County Campus</td>
<td>210 Evesham Rd. Cherry Hill, NJ 08003</td>
<td>856-696-6830</td>
<td>856-696-6520</td>
</tr>
<tr>
<td>Virtua Hospital</td>
<td>1000 Atlantic Ave. Camden, NJ 08104</td>
<td>856-541-9212</td>
<td>856-541-5546</td>
</tr>
<tr>
<td>Mercer County Campus</td>
<td>1600 Stuyvesant Ave. Trenton, NJ 08618</td>
<td>609-530-4242</td>
<td>609-530-3393</td>
</tr>
<tr>
<td>Mercer County</td>
<td>6 Esther Ave. Trenton, NJ 08619</td>
<td>609-530-4142</td>
<td>609-530-4277</td>
</tr>
<tr>
<td>Burlington County</td>
<td>Stuyvesant Ave. West Trenton, NJ 08628</td>
<td>609-633-0883</td>
<td>609-633-2817</td>
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<tr>
<td>Middlesex County Campus</td>
<td>1377 Rahway Ave. Avenel, NJ 07001</td>
<td>732-499-5035</td>
<td>732-499-0294</td>
</tr>
<tr>
<td>Monmouth County Campus</td>
<td>1076 Wayside Rd Ocean, NJ 07712</td>
<td>732-493-4470</td>
<td>732-493-0944</td>
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<tr>
<td>Somerset County Campus</td>
<td>1600 Brooks Blvd. Hillsborough, NJ 08844</td>
<td>908-704-3060</td>
<td>908-704-3067</td>
</tr>
<tr>
<td>Burlington County</td>
<td>Route 72 New Lisbon, NJ 08064</td>
<td>609-726-0804</td>
<td>609-726-0896</td>
</tr>
<tr>
<td>108 Route 72 New Lisbon, NJ 08064</td>
<td>609-894-4856</td>
<td>609-894-4856</td>
<td></td>
</tr>
<tr>
<td>Atlantic County Campus</td>
<td>2582 Tinton Rd. Egg Harbor Twp., NJ 08234</td>
<td>609-645-6748</td>
<td>609-645-3773</td>
</tr>
<tr>
<td>Cape May County Campus</td>
<td>131 Crest Haven Rd. Cape May, NJ 08210</td>
<td>609-463-4870</td>
<td>609-465-4104</td>
</tr>
</tbody>
</table>
3.19.2 CHANGES TO DELIVERY METHOD

Information regarding a permanent change in the delivery process must be provided to the Buyer of Record not less than thirty (30) days prior to the change date for approval by the Purchase Bureau and to allow the Agencies to be notified. For example,

The method of delivery is changing from Manufacturer direct truck delivery to Authorized Distributor truck delivery;

OR

The method of delivery is changing from Manufacturer's direct truck delivery to Manufacturer's Postal Delivery.

Regardless of the change to the delivery method, FOB/ARO shall not change. Price escalation shall not be incurred by the Using Agencies/Cooperative Members because of this change.

3.19.3 PROOF OF DELIVERY

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

3.20 PACKING REQUIREMENTS

Shipping containers/cases shall be constructed of eco-friendly, environmentally preferable and recyclable/recycled materials wherever feasible and where shipment within the recyclable/recycled container does not diminish the quality or sanitary requirements of the product.

Each shipping container shall be labeled legibly (in English) to show:

A) Name of product contained  
B) Item number  
C) NDC Format Number  
D) Net weight  
E) Plant number (manufacture)  
F) Name, address and date packed (month, day, year)  
G) FROZEN products shall be marked “Store at 0° F or Below.  
H) CHILLED products shall be marked “Keep Under Refrigeration”.  
I) USDA, USDC, USFDA, or applicable grading/inspection markings.  
J) Expiration or “best by/use by” date clearly marked: Month-Day-Year  
K) Country of Origin Label is required.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION
4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit one (1) full, complete and exact PHOTO-COPY of the original.

In addition, the bidder is encouraged to submit one (1) full, complete, and exact ELECTRONIC copies of their original net price lists in PDF file format to be viewable and “read only” by State evaluators and Agencies using Adobe Acrobat Reader software on compact disc (CD). However, the hard copy (paper) EXCLUSIVE NJ NET PRICE LIST must be included in the bid proposal.

The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL
### 4.4.1.1  BIDDER'S CHECK LIST

<table>
<thead>
<tr>
<th>ITEM &amp; RFP referenced Section</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)   Price Sheets (as attached)</td>
<td></td>
</tr>
<tr>
<td>2)   Nutritional Label Information per 3.8</td>
<td></td>
</tr>
<tr>
<td>3)   Equipment Information per 3.0, 3.11, 3.12, 4.4.4 &amp; 4.4.8.5</td>
<td></td>
</tr>
<tr>
<td>4)   “Attachment A” Training Coordinator info per 3.15</td>
<td></td>
</tr>
<tr>
<td>5)   Manufacturer Certification per 3.16</td>
<td></td>
</tr>
<tr>
<td>6)   Distributor information per 3.17</td>
<td></td>
</tr>
<tr>
<td>7)   Unique design/connector information per 3.0, 3.11, 3.12 &amp; 4.4.1.3</td>
<td></td>
</tr>
<tr>
<td>8)   EXCLUSIVE NJ Price List “H”, hardcopy per 4.4.1.2</td>
<td></td>
</tr>
<tr>
<td>9)   EXCLUSIVE NJ Price List “H”, on CD</td>
<td></td>
</tr>
<tr>
<td>10)  EXCLUSIVE NJ Price List “I”, hardcopy per 4.4.1.2</td>
<td></td>
</tr>
<tr>
<td>11)  EXCLUSIVE NJ Price List “I”, on CD</td>
<td></td>
</tr>
<tr>
<td>12)  EXCLUSIVE NJ Price List “J”, hardcopy per 4.4.1.2</td>
<td></td>
</tr>
<tr>
<td>13)  EXCLUSIVE NJ Price List “J”, on CD</td>
<td></td>
</tr>
<tr>
<td>14)  EXCLUSIVE NJ Price List “K”, hardcopy per 4.4.1.2</td>
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</tr>
<tr>
<td>15)  EXCLUSIVE NJ Price List “K”, on CD</td>
<td></td>
</tr>
<tr>
<td>16)  EXCLUSIVE NJ Price List “L”, hardcopy per 4.4.1.2</td>
<td></td>
</tr>
<tr>
<td>17)  EXCLUSIVE NJ Price List “L”, on CD</td>
<td></td>
</tr>
<tr>
<td>18)  Energy Star – if available</td>
<td></td>
</tr>
<tr>
<td>19)  ALL Forms as per 4.4.1.4, 4.4.1.5, 4.4.1.6, 4.4.2.1, 4.4.3.1, 4.4.3.2, 4.4.4.1, 4.4.6 and 4.4.7</td>
<td></td>
</tr>
</tbody>
</table>
4.4.1.2 MANUFACTURER’S PRICE LISTS ATTACHED TO SUBMISSIONS:

For the Groupings “H”, “I”, “J”, “K” & “L”, (Price Lines 00014 – 00018), The net price lists submitted shall display only one column of net prices and shall be in the format exampled below:

**MANUFACTURER ABC**
Amino Acid (PKU) Nutritional Items-NET PRICE LIST **Grouping “H” (Line 00014)**, or

**MANUFACTURER EFG**
Alternatives for Nutritional Components-NET PRICE LIST **Grouping “I” (Line 00015)**

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Product Code</th>
<th>Packaging/Case</th>
<th>Flavor/Style</th>
<th>NDC Format Code</th>
<th>Net Price/Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Calsure®</td>
<td>62095</td>
<td>24 ct 8 oz brik paks</td>
<td>Vanilla</td>
<td>70074-0500-41</td>
<td>$16.29</td>
</tr>
<tr>
<td>PUD’Ns®</td>
<td>12345</td>
<td>6- #10 cans/case</td>
<td>Chocolate</td>
<td>4169-0940-03</td>
<td>$38.20</td>
</tr>
<tr>
<td>Flav-r-it®</td>
<td>123456789</td>
<td>24 ct 3 g packets</td>
<td>Café</td>
<td>0065-9055-95</td>
<td>$6.90</td>
</tr>
</tbody>
</table>

**MANUFACTURER ABC**
Administration Sets with Conventional pumps- NET PRICE LIST **Grouping “J” (Line 00016)**, or

**MANUFACTURER ABC**
Administration Sets with Self-Flush pumps- NET PRICE LIST **Grouping “K” (Line 00017)**

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Product Code</th>
<th>Packaging/Case</th>
<th>Flavor/Style/Description</th>
<th>Matching Pump</th>
<th>Net Price/Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLO-RITE® pre-attached pump set</td>
<td>199999</td>
<td>30 administration sets/units per case</td>
<td>500 ml top fill rigid container</td>
<td>EZ Feed 38610 Traditional</td>
<td>$239.70</td>
</tr>
</tbody>
</table>

The Manufacturer will also list
**MANUFACTURER ABC**
Interchangeable Accessories, Purchase-Outright Pumps & Gravity Sets, **Grouping “L” (Line 00018)**

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Product Code</th>
<th>Packaging/Case</th>
<th>Flavor/Style/Description</th>
<th>Matching Pump</th>
<th># cases/tier</th>
<th>Net Price/Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRIP-IT® Pre-attached gravity set</td>
<td>122222</td>
<td>30 delivery systems/per case 500 ml Vinyl</td>
<td>N/A</td>
<td>1 cs</td>
<td>$49.30 ea</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 cs</td>
<td>$45.50 ea</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>10 cs</td>
<td>$40.25 ea</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>11+ cs</td>
<td>$38.00 ea</td>
</tr>
<tr>
<td>U-Tube® extension</td>
<td>00001</td>
<td>10 – tubes/case</td>
<td>8 ft polyurethane</td>
<td>Multiple</td>
<td>1 cs</td>
<td>$6.90 ea</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5 cs</td>
<td>$6.20 ea</td>
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<td></td>
<td></td>
<td>11+ cs</td>
<td>$4.75 ea</td>
</tr>
<tr>
<td>Pump-it-up®</td>
<td>HZ395y00</td>
<td>1 pump with accessories per case Conventional feeding-pump with carrying case and clamp</td>
<td>1 cs</td>
<td>$480 ea</td>
<td></td>
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</tr>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>10 cs</td>
<td>$420 ea</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>11+ cs</td>
<td>$415 ea</td>
</tr>
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</table>
4.4.1.3 UNIQUE DESIGN

Contractors providing pricing for administration sets should attach documentation regarding the unique design of their connectors so that items awarded with unique fittings will be differentiated from those that are compatible with IV connections.

4.4.1.4 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.5 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

4.4.1.6 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

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

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of Federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, then the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

4.4.4 SUBMITTALS

The bidder must provide the technical information for the tube feeding pumps affiliated with the Administration Sets proposed.

4.4.4.1 BIDDER EXPERIENCE - DATA SHEETS

The bidder must provide all of the information requested in the Bidder’s Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

4.4.4.2 SAMPLES/SAMPLE TESTING

A Qualified Product List (QPL) is being used in this procurement for pricing lines 00001-00018. The bidder shall only bid a product on the QPL for pricing lines 00001-00018. Any other submission will not be considered. A bidder offering a qualified brand may, at the State’s option, be required to submit a bid sample for evaluation and testing. The bidder must, within ten 10 working days following a request from the State, submit a bid sample to the Department of Human Services. A sample submitted will not be returned. The State, will test the sample to ensure that the sample conforms to the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Contractors seeking to add brands/models not on the current QPL for future contract repurchases can contact the buyer for this RFP after contract award. The State will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurement. Samples will not be returned. The testing results of the State are final. Only those products tested and approved after contract award and prior to issuance of the next RFP may be added to the QPL for the next reprocurement.

4.4.5 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

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

4.4.6 PRICING

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

4.4.6.1 MOST FAVORED NATION PRICING

Most Favored Nation Contract: Pricing bid by a bidder must be the best pricing offered within the past year - whether the current market price or that have been provided to similarly situated most favored customers having the same terms and conditions as listed herein. The State may compare pricing with other States, Quasi-State agencies, and cooperative purchasing organizations such as U.S. Communities. The State reserves the right to make a final determination as to comparable pricing for the State contracts. The State will not permit a contract award for any brand with submitted pricing that are determined as not being in the best interest of the State. Prices bid may be no higher than those costs charged to any other State or government entity for identical goods and services throughout New Jersey and the nation. The State will make the final determination of the suitability of all pricing.

4.4.7 COOPERATIVE PURCHASING

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

4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS

For Groupings “A” through “G”, bidders shall provided prices in dollars and/or cents. Bidders shall provide a single fixed price for each item they shall provide under contract.

For Groupings “H” through “L”, where manufacturers’ EXCLUSIVE NJ NET price lists are required, awards shall be made for each group. In addition, the bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for each group/line number being bid.
Grouping lines are also indicated in RFP Sections 1.2 and 3.0.

The bidder must bid according to the units of measure indicated on the pricing sheets (case, unless otherwise noted) and supply all requested information. The quantities under the “quantity column” are shown as one (1), so the bidder’s price should reflect the cost of one unit shown under the “unit” column. Grouping “L” allows for tiered pricing within the Exclusive NJ net price list submission.

4.4.8.1 BID ON ONE GROUP OR MORE

The bidder may bid/provide prices for one or more of the groupings. The bidder is not required to provide both nutrition products and equipment items (administration sets/feeding-pumps or accessories).

The bidder is required to provide the information requested in order for their “bid” to be considered valid for any grouping.

4.4.8.2 GROUPING “A” THROUGH “G” INCLUSIVE

The bidder must provide NET pricing for all items within these nutritional formula/product groupings. For the edible/consumable items, the pricing for evaluation purposes will be made on the lowest cost per ounce for line items when necessary. A single award shall be made for groups “A” – “G”. In addition, Groupings “A”, “D” and “E” have multiple lines within their groupings.

The State will evaluate these Groupings using these additional methods:

GROUPING “A”
“A” (Price Lines 00001, 00002 and 00003): Adult 1.0, 1.5 and 2.0 enteral formulas.
To determine whether bids offered have under-priced one item in favor of price elevations of other items, the price comparison for Grouping “A” (Lines 00001 – 00003) will be based upon a market basket (consumption model). Additional information regarding the price evaluation is referenced in Section 6.1.1. The market basket for Grouping “A” will be made available after receipt of sealed bids, at the bid opening. Failure to provide pricing for any one or more of the products in the consumption model for Grouping “A” will result in rejection of the bid proposal for Grouping “A” (all three lines: Lines 00001 – 00003).

GROUPINGS “D” & “E”
“D” (Price Lines 00006, 00007 and 00008), 5 oz puddings;
“E” (Price Lines 00009, 00010 and 00011), 4 oz puddings;

Each of the above, will be awarded based on NET (sum) price of each grouping Groupings “D” and “E” require pricing for all of the three lines within the grouping, Failure to provide pricing for any one or more price lines within these Groupings will result in the rejection of all three lines of the incomplete grouping.

GROUPINGS “B”, “C”, “F” & “G”
“B” (Price Line 00004), pediatric 1.0 formula;
“C” (Price Lines 00005), diabetic formula;
“F” (Price Line 00012), high nitrogen density formula;
“G” (Price Line 00013), isotonic fiber rich formula;

The NET price will determine the award for each of these groupings. Wherever feasible, a Primary, Secondary and Tertiary Contractor will be designated.
4.4.8.3 GROUPING “H” - NUTRITION FORMULAS, SNACKS & ADDITIVES FOR PKU

“H” (Price Line 00014), Amino Acid Nutritional Items- The bidder shall provide a NET price list for Amino Acid (PKU) Nutritional Items- NET PRICE LIST in table format (example in Section above 4.4.1.2 of the RFP above). The bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for Price Line 00014.

4.4.8.4 GROUPING “I” - NUTRITION FORMULAS, SNACKS, ADDITIVES & ALTERNATIVES

“I” (Price Line 00015), nutrition components not meeting specifications for Groupings “A” - “H”

The bidder shall provide a NET price list for formulas, additives, flavorings and snacks from their regular catalogue of products. The “Alternatives for Nutrition Components Net Price List” shall be provided in table format (example in Section above 4.4.1.2 of the RFP above). The bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for Price Line 00015.

4.4.8.5 “J-K”- ADMINISTRATION SETS, AFFILITED PUMP DEVICES & OPERATIONAL ACCESSORIES

“J” (Price Line 00016), administration sets with Conventional pumps;
“K” (Price Line 00017), administration sets with Self-flush pumps;

The bidder shall provide a NET price sheet for multiple Administration sets and affiliated pumps, in the categories as listed on the price sheet. The bidder shall provide feeding pump equipment information proposed in each grouping. Bidder shall provide technical information only for the feeding pumps that are to be paired with the Administration Sets described in the grouping. Pump equipment and its rechargeable battery/clamp/multi-caster pole/AC adaptor (a.k.a., operational accessories) as well as equipment servicing are NO COST items.

Pricing for Grouping “J” and “K” respectively, shall be provided in table format (example in Section above 4.4.1.2 of the RFP above). “Grouping “J” and “Grouping “K” will be awarded by brand/manufacturer. The bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for Price Line 00016 and/or Price Line 00017.

4.4.8.6 GROUPING “L” - ADMINISTRATION SETS, GRAVITY & INTERCHANGEABLE SUPPLIES

“L” (Price Line 00018), interchangeable administration sets and supplies and purchased pumps;

Pricing for Grouping “L”, shall be provided in table format (example in Section above 4.4.1.2 of the RFP above). The bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for Price Line 00018.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and the NJ Standard Terms and Conditions version 05 09 06, and any Addendum to this RFP, the Addendum shall govern.
In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP: http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of two (2), one-year periods, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.

b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

c) The acceptance of, approval of or payment for any of the services performed by the Contractor under the Contract shall not constitute a release or waiver of any claim the State or Agency, has or may have for latent defects or errors or other breaches of warranty or negligence.

5.6 ITEMS ORDERED AND DELIVERED

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

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

5.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.8 MANUFACTURING/PACKAGING REQUIREMENTS

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

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

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

5.9 CLAIMS

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

5.10 CONTRACT ACTIVITY REPORT

In conjunction with the standard record keeping requirements of this contract, as required by in paragraph 3.19 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39564.shtml, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other
such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

5.11 DISTRIBUTOR’S CONTRACT ACTIVITY AND MANDATORY REPORT

DISTRIBUTORS SHALL PROVIDE USAGE REPORTS TO THE CONTRACTOR on a quarterly basis and the Contractor shall send a compiled usage summary report within four weeks of the completion of each quarter. DISTRIBUTORS THAT FAIL TO PROVIDE THIS INFORMATION may be removed from the distribution list.

6.0 PROPOSAL EVALUATION

6.1 EVALUATION CRITERIA

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

6.1.1 Price - For purposes of determining cost, the Purchase Bureau will be utilizing a consumption model for Grouping “A”. The consumption model will be made available at the public bid opening. Information will not be available prior to the public bid opening.

An award per grouping will be made to those bidders offering prices which will result in the lowest net prices to the State for each manufacturer's brand line within a category for product groupings “A” through “G”.

6.1.2 Experience of the bidder.

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

6.1.4 Delivery Terms (not to exceed seven (7) calendar days).

6.1.5 Completeness of Brand Offerings for manufacturer’s EXCLUSIVE NJ NET PRICE LIST submissions for Groupings “H” through “L”. Coverage of an entire brand line may be a factor in making an award if it is not in the State’s best interest to award a contract for an incomplete price list or brand line. The State will make the final determination for product groupings “H” through “L”.

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Note: Only those brands that have been deemed as standardized manufacturers can be bid. These manufacturers are listed within the commodity descriptions on the applicable price lines. No brand is guaranteed a contract. A brand that has qualified under the terms of the State has gained the right to be eligible for a contract with the State of New Jersey, not the right to be awarded a contract.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

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

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

6.3 BID DISCREPANCIES

In evaluating bids:

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

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Contract awards, per grouping shall be made with reasonable promptness by written notice to the responsible bidders, whose bid proposals, conforming to this RFP, are most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.
Request for Proposal  08-X-39564

For: Nutritional Formulas, Therapeutic: Enteral
Oral & Feeding-Pump Administration Sets

BID DUE DATE:  August 29, 2007  -  2:00 P.M.

BIDDER’S COMPANY NAME:_______________________________________________

TRAINING COORDINATOR NAME:__________________________________________

COORDINATOR’S PUBLISHABLE PHONE NUMBER:_______________________________

COORDINATOR’S PUBLISHABLE E-MAIL ADDRESS:______________________________

MANUFACTURER’S SUPPLEMENTAL
ON-LINE RESOURCE WEB LINK: _____________________________________________
August 2, 2007

To: All Interested Bidders

Re: RFP # 08-X-39564
NUTRITIONAL FORMULAS-Therapeutic: Enteral
Oral & Feeding-Pump Administration Sets

Bid Due Date: August 29, 2007 (2:00 p.m.)

ADDENDUM 01

The following constitutes Addendum #01 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

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

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

PART 1

NUTRITIONAL FORMULAS-Therapeutic: Enteral
Oral & Feeding-Pump Administration Sets
RFP # 08-X-39564

Answers to Questions

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

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<td>RFP Text Section 3.20 Packing Requirements</td>
<td>&quot;Each shipping container shall be labeled legibly (in English) to show: Items A-K. Please define shipping container (only shipping containers only, cases, outer cartons?).&quot;</td>
<td>Shipping containers/cases shall be constructed of eco-friendly, environmentally preferable and recyclable/recycled materials wherever feasible and where shipment within the recyclable/recycled container does not diminish the quality or sanitary requirements of the product. Each shipping container shall be labeled legibly (in English) to show: Name of product contained Item number NDC Format Number Net weight Plant number (manufacture)</td>
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Name, address and date packed (month, day, year)
FROZEN products shall be marked “Store at 0° F or Below.
CHILLED products shall be marked “Keep Under Refrigeration”.
USDA, USDC, USFDA, or applicable grading/inspection markings.
Expiration or “best by/use by” date clearly marked: Month-Day-Year
Country of Origin Label is required.

Please read Part 2 for more information.

Part 2

NUTRITIONAL FORMULAS-Therapeutic: Enteral
Oral & Feeding-Pump Administration Sets
RFP # 08-X-39564

Additions, Deletions, Clarifications and Modifications to the RFP

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|   |      |                        | Shipping Containers-(and/or cases)-
|   |      |                        | A shipping container may be a case, crate, box, carton, pail, drum, pillow pack, or other suitable materiel, etc. Containers that hold product may be used for shipping and transporting the product if the container is sturdy enough for that purpose and method of delivery…NOTE: determination of this may be contingent upon the product to be delivered and the method of delivery, i.e. through the postal service(s) or instead, via a vehicle driven directly on-site to the individual Using Agency facility(ies) by an authorized distributor or manufacturer’s representative. |

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All consumable nutritional products (Groupings “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, and “I”, (Price Lines 00001 through 00015) shall be provided in full cases and each case shall be labeled legibly (in English) to show: Name of product contained, Item number, NDC Format Number, Net weight, Plant number (manufacture), Name, address and date packed (month, day, year), FROZEN products shall be marked “Store at 0° F or Below, CHILLED products shall be marked “Keep Under Refrigeration”, USDA, USDC, USFDA, or applicable grading/inspection markings, Expiration or “best by/use by” date clearly marked: Month-Day-Year and a Country of Origin Label is required.

All administration sets (Groupings “J” (Price Line 00016) and “K” (Price Line 00017) shall be provided in full cases.

The feeding-pump operational set-ups (Groupings “J” (Price Line 00016) and “K” (Price Line 00017 ) that are tied to the purchase of the administration sets shall be packed for delivery and shipped in a manner conducive to protecting the equipment from damage. The outside carton must be marked with 1) labels, English language, (such as Manufacturer ABC Equipment or Pump-it-up® HZ395y00 and 2) marked with instructions, in English (such as “Do not stack”, “Breakable”, etc.) Packing slips (English) must accompany and be placed on the exterior surface of the shipping container(s). Multiple feeding-pump set-ups may be shipped together in a larger container if feasible. However, then each interior package must be labeled, (English) to reflect its respective make and model number(s). The outside carton shall be marked with 1) labels, in English language, (such as Pump-it-up® HZ395y00 or Manufacturer ABC Equipment and 2) marked with instructions, in English, (such as “Do not stack”, “Breakable”, etc.) Packing slips (English) must accompany and be placed on the exterior surface of the shipping container(s). All interior packages must be accounted for on the packing list (in English).

For feeding-pumps which are not tied to the administration-set purchases as listed in Grouping “L” (Price Line 00018): These pumps may be packaged and then packed as individual items (or also packaged individually and then packed in a larger container as long as the product will not be damaged if multiple quantities are packed together. Multiple pumps that are packed together in a larger shipping container are required to have a packing slip and carton markings (all in English) that provide other relevant information, i.e. “Do not drop”, “Keep from Heat” and labels, in English, (such as Pump-it-up® HZ395y00 or Manufacturer ABC Equipment. Where a contractor packs unlike products together in a larger container, as feasible, for purchased-out-right products from Grouping “L” (Price Line 00018): Each interior package must be labeled (English), to reflect its respective make and model number(s) or part name and part number(s), etc. The outside carton shall be marked with 1) labels, in English, (such as Pump-it-up® HZ395y00, Flav-r-it® 123456789, U-Tube® Extension 00001, or Manufacturer ABC Equipment and 2) marked with instructions, in English, (such as “Do not stack”, “Breakable”, etc.) Packing slips (English) must accompany and be placed on the exterior surface of the shipping container(s). All interior packages must be accounted for on the packing list (in English).

**Part 2 is continued on the next page**
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<tr>
<td>3</td>
<td>39</td>
<td>4.4.8 Method Of Bidding/Price Sheet Instructions</td>
<td>Deletion, Clarification,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>And therefore, also:</td>
<td>For Groupings “H” through “L”, where manufacturers’ EXCLUSIVE NJ NET price lists are required, awards shall be made for each group. In addition, the bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for each group/line number being bid.</td>
</tr>
<tr>
<td></td>
<td>41</td>
<td>4.4.8.3 Grouping “H” - Nutrition Formulas, Snacks &amp; Additives For PKU</td>
<td>This partial DELETION is repeated in Sections 4.4.8.3, 4.4.8.4, 4.4.8.5 and 4.4.8.6:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.4.8.4 Grouping “I” - Nutrition Formulas, Snacks, Additives &amp; Alternatives</td>
<td>…. the bidder is to indicate “NET” in the first column (NET column) on the attached price sheets ……..</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.4.8.5 “J-K”- Administration Sets, Affiliated Pump Devices &amp; Operational Accessories</td>
<td>This ADDITION is repeated in Sections 4.4.8.3, 4.4.8.4, 4.4.8.5 and 4.4.8.6:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4.4.8.6 Grouping “L” - Administration Sets, Gravity &amp; Interchangeable Supplies</td>
<td>…..the bidder is to indicate “NET” in the only pricing column provided (NET column) on the attached price sheets …..</td>
</tr>
</tbody>
</table>
August 15, 2007

To: All Interested Bidders

Re: RFP # 08-X-39564

NUTRITIONAL FORMULAS-Therapeutic: Enteral Oral & Feeding-Pump Administration Sets

Bid Due Date: **August 29, 2007** (2:00 p.m.)

**ADDENDUM 02**

The following constitutes Addendum #02 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

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

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

**PART 1**

NUTRITIONAL FORMULAS-Therapeutic: Enteral Oral & Feeding-Pump Administration Sets

RFP # 08-X-39564

**ANSWERS TO QUESTIONS**

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

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<th>Answer</th>
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<td></td>
<td>Price Sheets</td>
<td>The State specifies formulas that are palm and coconut oil free. Can the nutritional formulas/products include Medium Chain Triglyceride (MCT) oils derived from fractionated palm oil and/or fractionated coconut oil?</td>
<td>YES, MCT oils derived from fractionated palm oil or fractionated coconut oil are permissible ingredients in the formulas/products sought through this RFP.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Price Lines 00001-00011</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
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<td>RFP Section Reference</td>
<td>Question</td>
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<tr>
<td>2</td>
<td>14</td>
<td>Cited From : RFP Text 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK</td>
<td>If you have alternative formulations, packaging types or sizes, then the bidder will not get the award for Groupings “A”, “B”, “C”, etc… but the bidder will have the price available for a state institution to use if needed to serve a client?</td>
<td>YES, if there is a medical, functional or nutritional requirement: Grouping “I” (Line 00015) requires an EXCLUSIVE N.J. net price list attachment provided by each manufacturer for nutrition products, flavorings, fortifiers and nutritional additives that will be consumed/utilized when medically or functionally necessitated as an alternative and/or in addition to those items in Groupings “A” through “G” inclusive that have primary, secondary and possibly tertiary designation (where available).</td>
</tr>
<tr>
<td>3</td>
<td>13-14</td>
<td>Cited From : RFP Text 3.0 COMMODITY DESCRIPTION/SCOPE OF WORK</td>
<td>If you have a nutritional product that is packaged in cans in the Groupings “A-G”, are you limited to submitting pricing under Grouping “I” only?</td>
<td>Due to the medical necessity of the products sought in this RFP, the State of New Jersey intends to award one primary contractor, one secondary contractor and one tertiary contractor (where available) or multiple contractors for those items described in each grouping. Qualified Product List items (QPLs) shall be delivered to various Using Agencies, statewide and to the Cooperative Purchasing Members statewide. Note: Using Agencies must purchase products based upon best offerings (price and other factors.) Grouping “A” – Grouping “E” (Lines 00001 – 00011), inclusive, are for specific nutritional formulations to be orally consumed that are to be provided to the agencies in specific types of packaging. Grouping “F” (Line 00012) is for an Enteral- high nitrogen density nutritional product. Grouping “G” (Line 00013) is for an Enteral- isotonic fiber formula. Grouping “H” (Line 00014) requires an EXCLUSIVE N.J. net price list attachment for various amino acid therapy- consumed products/additives that are specific to PKU diets. “I” (Price Line 00015), nutrition components not meeting specifications for Groupings “A” - “H” The bidder shall provide a NET price list for formulas, additives, flavorings and snacks from their regular catalogue of products. The “Alternatives for Nutrition Components Net Price List” shall be provided in table format (example in Section above 4.4.1.2 of the RFP above). The bidder is to indicate “NET” in the first column (NET column) on the attached price sheets for Price Line 00015. Please read Part 2, on the next two pages, for more information.</td>
</tr>
<tr>
<td>#</td>
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<td>RFP Section Reference</td>
<td>Additions, Deletions, Clarifications and Modifications</td>
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| 1 | 39-41 | 4.4.8 METHOD OF BIDDING/PRICE SHEET INSTRUCTIONS AND MISC. | **Clarifications and Examples**

Bidders shall submit pricing on the price line(s) where their product meets all of:

a) the packaging requirements, if there are any packaging size or packaging style requirements noted in the commodity description for that price line,

b) the nutritional formulation criteria noted for that particular price line

c) the QPL (Qualified Product List) noted for that particular price line.

For Grouping “A”; (1.0, 1.5 and 2.0 calorie adult formulas), Grouping “B”, (1.0 calorie pediatric formula), and Grouping “C”, (1.0 calorie adult glucose tolerance formula), the State specifically requires the smaller 8 ounce packages that are constructed of plastic or “brik pak” softer aseptic materials, that have minimal laceration potential. These single serving packages may be used directly by clients who can autonomously partake in their oral nutrition program.

**Bids for ALL OTHER packaging types (cans, etc), ALL OTHER package sizes (other than 8 ounce) AND ALL OTHER NUTRITIONAL FORMULATIONS, for Grouping “A” – Grouping “C” inclusive (are alternative options that) must be itemized on the Price List in Grouping “I” in the manner illustrated in Section 4.4.1.2 (on page 36) of the RFP text.

Grouping “D” (Price Lines 00006- 00008) is for 5 ounce pudding thickness products, with specific nutritional criteria and Grouping “E” (Price Lines 00009-00011) is for 4 ounce pudding thickness products, with specific nutritional criteria. The products sought under these groupings do not specify the type of package material, rather they specify nutritional ranges and individual package size.

Grouping “F”, found on Price Line 00012, (1.2 calorie adult Hi-Nitrogen formula) is required to be in re-sealable plastic bottles. The omitted package size information is provided within this Addendum 02, on the next page.

Grouping “G”, found on Price Line 00013, (1.0 calorie adult Isotonic Fiber-Rich formula) is required to be in re-sealable plastic bottles. The omitted package size information is provided within this Addendum 02, on the next page.

Grouping “H”, Price Line 00014, (Nutritional Components for PKU patients) specifies nutritional items compatible for use with for PKU patients in its commodity description. Grouping “H” does not cite specific packaging size or type of packaging material. These are Price List products that must be itemized on the Exclusive NJ NET Price List for Grouping “H” in the manner illustrated in Section 4.4.1.2 (on page 36) of the RFP text.

**Part 2 is continued on the next Page.**
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<td>2</td>
<td>12</td>
<td>Edit: Price Sheets</td>
<td><strong>Additions, Deletions, Clarifications and Modifications.</strong></td>
</tr>
<tr>
<td>AND</td>
<td></td>
<td>Price Line 00012</td>
<td><strong>Grouping “F”, found on Price Line 00012, (1.2 calorie adult Hi-Nitrogen formula)</strong></td>
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<td>AND</td>
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<td><strong>CORRECTION:</strong></td>
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<td></td>
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<td></td>
<td>Please <strong>DELETE</strong> the reference to Brik Paks under the “Bidder to Provide Info” lines (below the commodity description for Price Line 00012).</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Please <strong>ADD</strong>: 1500 ml plastic containers to the commodity description for Price Line 00012.</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>Price Line 00013</td>
<td><strong>Grouping “G”, found on Price Line 00013, (1.0 calorie adult Isotonic Fiber-Rich formula)</strong></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td><strong>CORRECTION:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Please <strong>DELETE</strong> the reference to Brik Paks under the “Bidder to Provide Info” lines (below the commodity description for Price Line 00013).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Please <strong>ADD</strong>: 1500 ml plastic containers to the commodity description for Price Line 00013</td>
</tr>
</tbody>
</table>
August 16, 2007

To: All Interested Bidders

Re: RFP # 08-X-39564
   NUTRITIONAL FORMULAS-Therapeutic: Enteral
   Oral & Feeding-Pump Administration Sets

Bid Due Date: **August 29, 2007** (2:00 p.m.)

**ADDENDUM 03**

The following constitutes Addendum #03 to the above referenced solicitation. This addendum is divided into the following parts:

Part 1: Answers to questions.
Part 2: Additions, deletions, clarifications and modifications to the RFP

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

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

**PART 1**

NUTRITIONAL FORMULAS-Therapeutic: Enteral
Oral & Feeding-Pump Administration Sets
RFP # 08-X-39564

**ANSWERS TO QUESTIONS**

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

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<th>Answer</th>
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<tr>
<td>1</td>
<td>1-18</td>
<td>Price Sheets</td>
<td>Is the Qualified Product List available to the vendors, listed by “qualified” product?</td>
<td>QPL is broadly defined in the RFP as: QPL- Qualified Product List: QPL is a list of products that, (because of the length of time required for analysis and evaluation), have been researched and/or tested in advance of procurement to determine which suppliers, model number or brand names [of goods or products] comply with the specification needs. Contractors may submit products for consideration for inclusion as a QPL item for future bidding opportunities.</td>
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<td>Page #</td>
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<td>Question</td>
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<tr>
<td>2</td>
<td>26-27</td>
<td>Cited From : RFP Text 3.17 Manufacturer-Dealer/Distributor Responsibility</td>
<td>Should the bidder limit the distributor list to only those distributors the State of NJ is currently using for nutritional and feeding-equipment products, with a notation that the State is not limited to the distributors that the State currently uses?</td>
<td>NO</td>
</tr>
</tbody>
</table>

A) Manufacturer’s List of Authorized Dealers/Distributors:

Manufacturers submitting a bid proposal must enclose a copy of their dealer/distributor list which must include the complete name, address, telephone number, fax number, contact person, e-mail address and Federal Identification Number for all dealers/distributors who will be authorized to act on the manufacturer’s behalf. Dealers/distributors should be listed in alphabetical order by dealer name in order to facilitate ease of ordering and payment by the Using Agencies.

The State will not accept a bid proposal from any dealer/distributor for brands listed in this RFP, if the manufacturer provides a dealer/distributor list.

If the manufacturer bids and will be providing product/service directly to the Using Agencies, then a dealer/distributor list is not required with the bid proposal.

B) The Manufacturer bidding directly will be assigned a contract award number which its dealer(s) or
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<td>3</td>
<td>4-6</td>
<td>NJ Standard RFP Forms: AA302 Form &amp; Affirmative Action Supplement</td>
<td>On the AA302 Affirmative Action Report Form, can the bidder mark the selection “Employee Data” stating/directing the Purchase Bureau to “SEE ATTACHED REPORT” and provide the company’s report?</td>
<td>The bidder or company representative thereof: MUST check off the appropriate box on the bottom of Page 4 of the NJ Standard RFP Forms (Affirmative Action Supplement) and A) Provide a current New Jersey Affirmative Action Certificate OR B) Provide a copy of a valid Federal Affirmative Action Plan Approval Letter OR C) Provide the Affirmative Action information as requested on Page 6 of the NJ Standard RFP Forms (Form AA302) in the prescribed format.</td>
</tr>
<tr>
<td>4</td>
<td>2-4</td>
<td>Addendum 02, Parts 1 &amp; 2</td>
<td>If the product does not exactly meet the specifications of a Price Line can the bidder bid that Price Line and explain why it is not an exact match?</td>
<td>NO, this is not permitted. Items bid that do not meet all specifications of a given price line shall be disqualified for that price line. ➢ Please refer to Addendum 02. ➢ In brief: A) Nutritional items: the Bidder SHALL follow the information and directions in the RFP Text and any ADDENDUMS, issued. Those nutritional items that do not meet ALL of the criteria for that Price Line SHALL NOT be bid in Groupings “A” – “H” (Price Lines 00001 – 00014 respectively) and MUST be offered by the bidder as part of the EXCLUSIVE NJ NET PRICE LIST -Grouping “I” (Price Line 00015) ONLY.</td>
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<td>16</td>
<td>16</td>
<td>And</td>
<td>Furthermore, nutritional products <strong>shall not</strong> be offered by the bidder in both Groupings “A” – “H” and Grouping “I”.</td>
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<tr>
<td>16</td>
<td>16</td>
<td>And</td>
<td>Furthermore, equipment products <strong>shall not</strong> be offered by the bidder in both Groupings “J” – “K” and Grouping “L”.</td>
<td></td>
</tr>
<tr>
<td>Cited From :</td>
<td>RFP Text 3.2.2 EXCLUSIVE N.J. Price Lists for Equipment Groupings “J” and “K”</td>
<td></td>
<td>B) Feeding-equipment items: the Bidder <strong>SHALL</strong> follow the information and directions in the RFP Text, reiterated below. Those equipment items that do not meet ALL the criteria for that Price Line <strong>SHALL NOT</strong> be bid in Groupings “J” – “K” (Price Lines 00016 and 00017 respectively) and <strong>MUST</strong> be offered by the bidder as part of the EXCLUSIVE NJ NET PRICE LIST -Grouping “L” (Price Line 00018) <strong>ONLY</strong>.</td>
<td>Furthermore, equipment products <strong>shall not</strong> be offered by the bidder in both Groupings “J” – “K” and Grouping “L”. For feeding-equipment items- These purchases are tied to the “installation” of feeding-pumps (into Using Agency facilities.) The pricing set forth in the manufacturers’ EXCLUSIVE NJ NET PRICE LIST shall remain constant for all products in Groupings “J” and “K” (Lines 00016 – 00017). All administration sets (operational) shall include the price of the pump, rechargeable batteries, AC adaptor, pole with casters and clamp, and follow four (4) year amortization pricing. “Installation” of the feeding-pumps with their affiliated administration sets (operational) is not to exceed the term of this contract (three years), or any extension thereof. Upon the cessation of this term contract (three years), the Contractor is required to remove any feeding-pumps purchased from EXCLUSIVE N.J. net price list “J” or “K”, and the Using Agency is to refer to the latest contract in force at that time to select administration sets with no-cost feeding-pumps that are covered under the new contract. Ownership of the equipment remains with the Contractor for the entire period. Grouping “L” (Line 00018) is reserved for the outright purchase of non-nutritional, non-edible, not consumed products including accessories and feeding-pumps. The State of New Jersey seeks reductions brought about by bulk purchases. Therefore, the EXCLUSIVE N.J. pricing for this grouping should be in a tiered format for quantities of 1, 5, 10 or 11+ as reflected in Section 4.4.1.2 below. The pricing shall remain constant for all products in Grouping “L” for the three-year contract term, or any extension thereof. Bidder should also <strong>review the illustration within the RFP Section 4.4.1.2</strong>.</td>
</tr>
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<td>16</td>
<td>16</td>
<td>And</td>
<td>3.2.3 EXCLUSIVE N.J. Price List for Equipment Grouping “L”</td>
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<td>RFP Section Reference</td>
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<td>If the packaging does not exactly meet the specifications of a Price Line can the bidder bid that Price Line and explain why it is not an exact match?</td>
<td>NO, this is not permitted. Items bid that do not meet all specifications of a given price line shall be disqualified for that price line. Please refer to Addendum #02 and the information in Answer #4 above of this Addendum (#03).</td>
</tr>
</tbody>
</table>

Part 2

**NUTRITIONAL FORMULAS-Therapeutic: Enteral Oral & Feeding-Pump Administration Sets**

**RFP # 08-X-39564**

ADDITIONS, DELETIONS, CLARIFICATIONS AND MODIFICATIONS TO THE RFP

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<td>3.17 Manufacturer-Dealer/Distributor Responsibility</td>
<td>Clarifications and Examples</td>
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<tr>
<td></td>
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<td>The Manufacturer shall submit a list of ACTIVE authorized dealers/distributors that shall service the NJ contract awarded and provide the items awarded to the Using Agencies (and cooperative members, if accepted), A) in compliance with the terms and conditions cited within this RFP, the resulting contract and all Addendum, and B) abide by all prices contracted.</td>
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</table>