



Request for Proposal 08-X-39539

For: WIC Infant Formula Rebate, DHSS, WIC Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	June 5, 2007	5:00 PM Eastern Time
Mandatory Pre-bid Conference	Not Applicable	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	June 22, 2007	2:00 PM Eastern Time

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

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

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

Using Agency

State of New Jersey
Department of Health and Senior Services
WIC Services
Trenton, New Jersey 08625

Date: May 29, 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 the Department of Health and Senior Services (DHSS), WIC Services Program (WIC Services). The purpose of this RFP is to solicit bid proposals from qualified bidders to supply and provide a rebate for Infant Formula in accordance with federal requirements.

The intent of this RFP is to award a contract to that responsible and responsive bidder whose bid proposal, conforming to this RFP is most advantageous to the State, based upon **rebate** price.

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.

1.2 BACKGROUND

This is a reprocurement of the Infant Formula WIC Rebate Program term contract, presently due to expire on September 30, 2007. Bidders who are interested in the current contract specifications and pricing information may review the current contract (Enter T #1057) at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

WIC Services is a program administered by DHSS and 100 percent (%) funded by the United States Department of Agriculture (USDA).

WIC Services actively supports and promotes breastfeeding as the preferred choice for mothers and infants. WIC Services offers breastfeeding promotion, continuing education and a variety of programs and activities to encourage breastfeeding.

The program issues checks to certified eligible pregnant, breast-feeding and postpartum women and the parents/guardians of certified eligible infants and children up to the age of five (5) years (Participants). WIC Services currently serves approximately 167,000 Participants per month, just over 75 percent (%) of the estimated 222,667 eligible. This includes approximately 39,346 infants, 36,130 of which receive Infant Formula. The State presently has an average monthly requirement of 614,026 Units for the various sizes and forms (ready-to-feed, liquid concentrate and powdered) of the two (2) types (milk-based and soy-based) of iron-fortified Infant Formula. The average monthly requirement excludes Participants who are breast fed or who are issued exempt formula. Bidders should note that the present average monthly requirement volume has been provided for bidding purposes only and is not a guarantee of actual volume. The State does not guarantee a minimum or maximum volume of usage.

The maximum amount of Infant Formula allowed by USDA for issuance under WIC Services per infant per month is:

- a) 403 fluid ounces concentrate Infant Formula; or
- b) 806 fluid ounces ready-to-feed Infant Formula; or
- c) 128 ounces powdered Infant Formula.

WIC Services uses a Single Supplier system. WIC Services requires that the contractor, in accordance with federal regulation (7 CFR, Part 246.16a.) pay a rebate for Infant Formula it produces that WIC Services chooses to issue.

WIC Services has developed WIC ACCESS, an automated system that creates and manages WIC participant files, generates checks for use by Participants to obtain Infant Formula and is used by WIC Services to produce monthly Infant Formula reports that track the redemption of the checks. WIC Local Agencies may issue, prospectively, up to three (3) months worth of checks. Infant Formula product name, size, and product form of the contractor's formula are printed on the face of the check. The State shall not round up to the next whole can when issuing Infant Formula to ensure the full 128 ounces of powder Infant Formula is issued on a monthly basis.

Generally, an individual Participant is issued four (4) checks per month. A summary check attached to the final check in the series being issued is signed by the Participant as verification of check issuance. The summary check, bearing the Participant's signature, check numbers issued and date of receipt, is retained in accordance with the State's record retention requirements.

The summary stub represents up to three months worth of checks issued to all Participants of one family who are picking up checks. Participants will redeem their valid checks at approved WIC retailers purchasing allowable items of the participant's choice including all approved Infant Formula.

Checks are not WIC Retailer specific therefore each WIC Retailer is required to stamp its unique code onto each check. Check issuance data are received by WIC Services' data contractor, CMA, on a daily basis and transmitted each night to the State's contract bank, Financial Services Management Corporation, where payment information is captured and returned to the data contractor via next day transmission.

The system provides for floating maximum dollar amounts that are specific to the check type and to the WIC Retailer Peer Group. The maximum value does not appear on the face of the check. The maximum dollar amount, along with the average dollar amount, for each check will be calculated by the central processor and transmitted to the bank for editing against the checks when presented for payment. The banking system edits all checks presented for payment against the amount entered by the WIC Retailer. If the amount entered exceeds the maximum dollar amount, the bank pays only the check's own average dollar amount for the WIC Retailer Peer Group. This system eliminates the State's obligation to recoup any overcharge by the WIC Retailer after the fact. Reports generated by the bank provide the WIC Services with the record of WIC Retailer activity as it pertains to checks which exceeded the maximum.

WIC Services convened the "Infant Formula Task Force" (Task Force) composed of medical and nutrition experts to review WIC Services Infant Formula issues. The Task Force recommended and DHSS supports a program policy of issuing checks only for contracted Infant Formula for milk and soy based Infant Formula (except for religious reasons) and Exempt Infant Formulas for medical needs.

Each month DHSS, through its data contractor, produces Infant Formula reports (**Attachment 1 –Sample Infant Formula Rebate Report**) which specify the total number of Units of concentrated liquid, ready to feed, and powdered iron-fortified milk Infant Formula, and any nonexempt Infant Formula approved and issued by WIC Services, purchased by Participants during the preceding month. The Infant Formula Rebate Report documents the actual number of Units redeemed based on a determination of total check redemption. WIC Services provides the contractor with a chart that provides a minimum and maximum price for the number of Units of Infant Formula that may be purchased on a WIC check. The data contractor uses the table to calculate the number of Units redeemed per check. This method is used in lieu of "partial redemption" estimation when less than the full amount of Units is purchased.

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. The Purchase Bureau will not respond to substantive questions related to the RFP or any contract.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

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

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

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

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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

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

All bid proposals, with the exception of information determined by the State or the Court to be proprietary, are available for public inspection after the Letter of Intent to Award is issued. At such time, interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 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

Automated Clearing House (ACH) – Highly reliable and efficient nationwide batch-oriented electronic funds transfer system governed by the NACHA OPERATING RULES which provide for the interbank clearing of electronic payments for participating depository financial institutions. The Federal Reserve and Electronic Payments Network act as ACH Operators, central clearing facilities through which financial institutions transmit or receive ACH entries.

Code of Federal Regulations (CFR) –Compilation of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government of the United States of America. It is sometimes referred to as the "United States Code", "U.S. Code" or "USC".

Contract Brand Infant Formula –All Infant Formula (except Exempt Infant Formulas) that is approved by the State and produced by the manufacturer who is awarded the Infant Formula cost containment contract including all State approved Infant Formula introduced after the contract is awarded (i.e., non-exempt Infant Formulas).

DHSS – New Jersey Department of Health and Senior Services.

Exempt Infant Formula –An Infant Formula that meets the requirements for an Exempt Infant Formula under section 412(h) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a(h)) and the regulations at 21 CFR parts 106 and 107.

Federal Fiscal Year – Accounting period for the federal budget that begins on October 1 of each calendar year and ends on September 30 of the following calendar year. Federal fiscal years are identified by the year in which they end (eg, fiscal year 2007 begins in 2006 and ends in 2007).

Food Instrument – A voucher, check or electronic benefits transfer card, coupon or other document used by a Participant to obtain supplemental foods in accordance with WIC regulations.

Infant Formula – A food that meets the definition of an Infant Formula in section (201(z)) of the Federal Food, Drug, and Cosmetic Act (21U.S.C. 321(z)) and that meets the requirements for Infant Formula under section 412 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a) and the regulations at 21 CFR parts 106 and 107 and 7 CFR 246.10(c)(1)(i).

Infant Formula Act 1980 –<http://www.fda.gov/opacom/laws/>

Local Agency WIC Clinic – A private or public non-profit health or human service agency which receives a grant from DHSS to provide WIC services to Participants. Such services include the certification of Participants and issuance of food instruments to Participants.

Net Price per Unit – Defined in 7 CFR Section 246.2 as the difference in between an Infant Formula manufacturer's lowest National Wholesale Price per Unit for a full truckload of Infant Formula and the rebate level or discount offered or provided by the manufacturer under an Infant Formula cost containment contract.

Non-contract Brand Infant Formula – All Infant Formula, including Exempt Infant Formula, that is not covered by an Infant Formula cost containment contract awarded by that State agency.

Participant – Pregnant women, breastfeeding women, postpartum women, infants and children, and breastfed infants who receive supplemental foods or Food Instruments under WIC Services.

Primary Contract Brand Infant Formula –The specific Infant Formula for which a bidder has submitted a bid to the State in response to this RFP and for which a contract is awarded as a result of that bid. This will be designated by WIC Services as the Infant Formula of first choice for issuance.

Single Supplier System – Supply chain where the contractor manufactures iron-fortified milk-based infant Formula in the following forms: liquid ready-to-feed, liquid concentrate and powdered and either manufactures or provides iron-fortified soy-based Infant Formula in the same forms.

Unit – Container, generally a can, which holds liquid concentrate, powdered concentrate and/or ready-to-feed Infant Formula.

WIC Retailer – A retail grocery store authorized by WIC Services to provide authorized supplemental foods including infant formula to Participants through a retail food delivery system.

WIC Retailer Peer Group – Classification of authorized WIC Retailers into groups based on common characteristics or criteria that affect food prices, for the purpose of applying appropriate competitive price criteria to vendors at authorization and limiting payments for food to competitive levels.

WIC Services –A Service Unit within DHSS, Division of Family Health Services that receives grant funding from the USDA’s Food and Nutrition Services (FNS) to administer FNS’s Special Supplemental Nutrition Program for the Women, Infants and Children (WIC) of the State.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 DUTIES AND OBLIGATIONS WIC SERVICES

3.1.1 WIC ISSUANCE OF INFANT FORMULA

WIC Services is not obligated to issue all Infant Formulas that meet USDA standards. WIC Services shall require medical documentation from Participants prior to issuing any non-contract brands of Infant Formula including Exempt Infant Formula and WIC medical foods in accordance with 7 CFR Section 246.10(c)(1)(iii).

3.1.2 DATABASE OF WIC RETAILERS

The State Contract Manager shall provide the contractor with a database of State-authorized WIC Retailers. The database shall be in a format agreed upon between the State Contract Manager and the contractor.

3.1.3 REBATE INVOICE

WIC Services shall provide the contractor with a monthly invoice for rebates of Infant Formula in accordance with [Section 5.11](#) of this RFP (**Attachment 1 –Sample Infant Formula Rebate Report**).

3.1.4 NOTIFICATION OF REBATE INFANT FORMULA

WIC Services shall provide an official notification to health care providers, Local WIC Agencies, Participants and WIC Retailers of the Infant Formulas to be provided under the contract resulting from this RFP, along with official notification of any changes to the Infant Formulas being provided.

3.2 DUTIES AND OBLIGATIONS -CONTRACTOR

3.2.1 CONTRACT IMPLEMENTATION AND MONITORING MEETINGS

The contractor shall meet with the State Contract Manager within one (1) week of contract award to develop its implementation plan to provide all contracted Infant Formulas for purchase by Participants through WIC Retailers. The contractor shall also meet via telephone conference call with the State Contract Manager upon request by the State Contract Manager (generally quarterly) to review the contractor's performance.

3.2.2 INFANT FORMULA SPECIFICATIONS

The contractor shall provide Infant Formula to Participants through WIC Retailers. The contractor shall ensure that all Infant Formulas provided for issuance by WIC Services meet the following requirements:

- a) those specified in PL 96:359 Infant Formula Act 1980; and
- b) all requirements of an "Infant Formula" as determined by the United States Food and Drug Administration (FDA) <http://www.fda.gov>.

The contractor shall produce the iron-fortified, milk-based Primary Contract Brand Infant Formula one of the Infant Formula products that it shall provide for issuance by the WIC Services.

WIC Services uses a Single Supplier system, where if the contractor does not manufacture iron-fortified, soy-based Infant Formula, it shall subcontract with another manufacturer to procure the iron-fortified, soy-based Infant Formula in ready-to-feed, liquid concentrate and powdered forms for purchase by Participants.

3.2.2.1 PRODUCT SUBSTITUTION/CHANGES IN LABELLING

Should the contractor need to substitute its Primary Contract Brand Infant Formula, the contractor's substitute of first order shall be a different physical form of its Primary Contract Brand Infant Formula, e.g. liquid concentrate versus powder.

The contractor shall provide the State Contract Manager with 90 day advance written notification for all product substitutions, changes in formulation of the Infant Formulas, changes in size and changes in labeling.

If the contractor is unable to provide Infant Formula in quantities sufficient to meet the demand of Participants, it must provide the State Contract Manager with a 90 day advance written notification. The contractor shall send all notification letters to the State Contract Manager via United States Postal Service certified mail (return receipt) and e-mail.

In cases where WIC Services must substitute iron-fortified Infant Formula of another manufacturer in place of the contractor's brands, the contractor shall pay rebates equal to the greater between what would have been paid on the corresponding covered Infant Formula or the difference between the lowest national wholesale price per unit for a full truckload of the substitute Infant Formula and the net price per unit specified for the corresponding Infant Formula under the contract resulting from this RFP.

If the contractor's soy based Infant Formula brand is not pareve (u), the contractor shall not be required to provide a rebate for substitute pareve soy based Infant Formula.

3.2.3 SAMPLES AND EMERGENCY SUPPLIES

The contractor shall provide an estimated annual minimum quantity of three (3) cans of liquid concentrate Infant Formula or two (2) cans of powdered Infant Formula for each infant WIC participant or an annual aggregate not to exceed 100,000 cans of all Infant Formula, specified under the contract resulting from this RFP, free of charge to Local Agency WIC Clinics for use in situations including, but not limited to:

- a) tolerance testing;
- b) distribution scheduling problems;
- c) use of Infant Formula as a substitution for breast-feeding in emergency situations;
- d) Infant Formula changes; and
- e) challenges by Participants to obtain non-contracted brands of Infant Formula.

The percentage of free, milk based, soy based and other Infant Formulas to be included in the sample and emergency supplies shall be determined by the State Contract Manager and may be adjusted along with the estimated overall minimum quantity when deemed necessary by the State Contract Manager.

3.2.4 INFANT FORMULA REBATE

The contractor shall provide a rebate for its Primary Contract Brand Infant Formula redeemed by Participants. If the contractor discontinues providing its Primary Contract Brand Infant Formula, the contractor shall provide a rebate for its new Primary Contract Brand Infant Formula that

yields the same net cost per ounce as the Primary Contract Brand Infant Formula specified in the contractor's bid proposal.

The contractor shall also provide a rebate on all Infant Formula including new Infant Formulas (except Exempt Infant Formulas that WIC Services chooses to issue) it produces or provides to the State for issuance through WIC Retailers. The rebate percentage (%) discount respective of physical form of the contractor's lowest national wholesale price per Unit, at the time the Infant Formula is approved for issuance by WIC Services, for a full truckload for each respective physical form of the contractor's milk-based iron-fortified Primary Contract Brand Infant Formula, shall apply to corresponding physical forms of all other Infant Formulas that WIC Services issues.

3.2.4.1 DISPERAL OF REBATE

The contractor shall develop, in conjunction with the State Contract Manager, a process for submitting rebate payments to the State through an Automated Clearing House (ACH) funds transfer system.

3.2.5 PRICE ADJUSTMENTS

The contractor shall provide a rebate increase, on a cent-for-cent basis, should it increase its national wholesale price per Unit for a full truckload of Infant Formula. The rebate amount per Unit shall increase effective on the first (1st) day of the month following the date of price increase. Conversely, a decrease in the lowest national wholesale price per Unit for a full truckload of Infant Formula shall result in a cent-for-cent decrease in the rebate per Unit. The rebate decrease will become effective on the first day of the month following the date of the price decrease.

Should the national wholesale price per can (Unit) for a full truckload of Infant Formula rise after the bid proposals are submitted, but before the contract is in effect, the contractor shall provide for the cent-for-cent rebate increase.

3.2.6 PRODUCT INFORMATION AND EDUCATIONAL MATERIALS

The contractor shall provide information on its products, labels and educational materials on the content of the Infant Formulas it provides. Such material shall include educational information on the preparation and use of Infant Formula and tolerance. The contractor shall provide these materials to the WIC Services free of charge.

3.2.7 USE OF WIC LOGO

The contractor shall ensure that any use of the WIC acronym and logo in its product labeling and informational, educational and promotional materials are in accordance with 42 U.S.C. 1786, 15 U.S.C. 1051 et seq., and 7 CFR Part 246. Guidelines for use of the WIC acronym and logo by retail stores, food manufacturers and distributors have been delegated by USDA to the State (FNS Instructions 800-2).

3.2.8 CONFIDENTIALITY

In accordance with federal requirements on confidentiality, the contractor shall not have access to actual or imaged copies of Food Instruments, records that may identify individual Participants, or information about a WIC Retailer that identifies, individually, the WIC Retailer, except for the WIC Retailer's name, address and WIC Authorization Status.

Should the contractor encounter a situation in which it has access to such information, the contractor shall provide written notification to the State Contract Manager within seven (7) business days of the encounter. The contractor shall send the notification letter to the State Contract Manager via United States Postal Service certified mail.

3.2.9 AUDIT COMPLIANCE

In accordance with 45 CFR, part 74.24 (a) (b) and (d), the contractor shall provide access to all authorized representatives of the State and the USDA to all of its financial records that pertain to service performed and determination of rebates payable under the contract resulting from this RFP. This includes access to appropriate contractor personnel with knowledge of financial records and full access to all additional records which pertain to services performed and determination of rebates payable under the contract permitting such authorized representatives to examine, audit and copy such records at the site at which they are located.

Access and audit capabilities shall include both announced and unannounced inspections. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and within established procedures and guidelines of the reviewing or audit agency(s). This right of access/audit clause applies to financial and other records pertaining to all contracts, all contract change orders, and all contract amendments resulting from this RFP.

The contractor shall provide such access and audit capability for the term of the contract resulting from this RFP plus an additional three (3) years. Should an audit, litigation, or other action involving records be started before the end of contract term plus three (3) years, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is the later.

Microfilm or imaged copies of any contract related documents may be substituted by the contractor for originals with the prior written approval of the auditing authority provided that the microfilming or imaging procedures are accepted by the auditing authority as reliable and are supported by an adequate retrieval system.

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/08x39539.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 **five (5) full, complete and exact copies** of the original. The copies requested are necessary in the evaluation of the bid proposal.

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

4.4 BID PROPOSAL CONTENT

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39539.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure

Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39539.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39539.shtml>.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

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

Refer to Section 1.1. of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/08x39539.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/08x39539.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/08x39539.shtml>.

4.4.4 SUBMITTALS

The bidder shall be registered with the Secretary of the United States Health and Human Services in accordance with the Federal Food, Drug, and Cosmetic Act (U.S.C. 321 et seq.) prior to submitting a bid in response to this RFP. Bidders shall also provide evidence that the Infant Formulas it shall provide, if awarded a contract resulting from this RFP, are in compliance with the aforementioned Act and all regulations issued pursuant to the Act.

4.4.4.1 CERTIFICATION FORM

Bidders shall also complete the Certification Form provided as [Attachment 2 –Certification Form](#).

4.4.4.2 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/08x39539.shtml>.

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 complete the Price Schedule at the end of this document. On the Price Schedule, the bidder shall identify the name of the milk based Infant Formula products bid along with the unit size and physical form and provide the lowest national wholesale price per unit for a full truckload of iron-fortified, milk-based Infant Formula and corresponding rebate bid per unit per Infant Formula product bid carried to at least **four (4)** decimal places. The bidder shall also submit bids only on the sizes and forms of Infant Formulas that it provides that are suitable for the routine issuance to the majority of generally healthy, full-term infants.

A bidder shall include with its bid proposal, its national wholesale price list or price catalog that clearly indicates the full truckload tier effective on the date of issuance of this RFP.

If a bidder proposes to subcontract for the provision of iron-fortified, soy-based Infant Formula, the bidder must also include the lowest national wholesale price per unit for a full truckload of all forms of iron-fortified, soy-based Infant Formulas in all forms in effect on the date of issuance of this RFP.

Failure to submit all information required may result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

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/08x39539.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/08x39539.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.

Should the contract be extended, the contractor shall provide the Infant Formula rebates specified in the contractor's bid proposal.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

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

5.5 CONTRACTOR'S WARRANTY

- a) The Contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the Contractor under the Contract. The Contractor agrees to perform in a good, skillful and timely manner all services set forth in the Contract.
- b) The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the Contract. The approval of interim deliverables furnished under the Contract shall not in

any way relieve the Contractor of fulfilling all of its obligations under the Contract. The acceptance or payment for any of the services rendered under the Contract shall not be construed as a waiver by the State or Agency, of any rights under the agreement or of any cause of action arising out of the Contractor's performance of the Contract.

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

5.6 ITEMS ORDERED AND DELIVERED

Not applicable to this procurement.

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.

The contractor shall ensure that all Infant Formulas provided for issuance by WIC Services meet the following requirements:

- c) those specified in PL 96:359 Infant Formula Act 1980; and
- d) all requirements of an "Infant Formula" as determined by the FDA.

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 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

Not applicable to this procurement.

5.11 SCHEDULING AND PAYMENT OF REBATE TO WIC SERVICES

The contractor shall electronically transmit the rebate due the State via an ACH into the designated account for WIC Services on a monthly basis. The payment due date shall be the fifteenth (15th) business day of the second month following the month in which the Infant Formula was purchased, e.g., Units of Infant Formula purchased during October shall be invoiced to the contractor by November fifteenth (15th) and the rebate shall be credited to the State on December fifteenth (15th).

Any exceptions to the payment scheduling shall be at the discretion of the State Contract Manager and the amended payment due date shall be printed on the original monthly invoice. Rebate payment by the contractor shall be due on the amended due date as noted on the original monthly invoice.

WIC Services shall provide the contractor with monthly invoices (**Attachment 3 -NJ WIC Services Invoice**) that specifies the following:

- a) Food Instrument issue month;
- b) Infant Formula type;
- c) Infant Formula manufacturer;
- d) rebate amount;
- e) actual number of Units (cans/bottles, by type and size) purchased during the preceding month by Participants;
- f) invoice amount; and
- g) rebate invoice date.

WIC Services shall provide the monthly invoice to the contractor via facsimile, email and United States Postal Service registered mail return receipt requested, no later than the fifteenth (15th) day of the month following the month in which the Infant Formula was purchased by Participants.

If the monthly invoice is disputed by the contractor, the contractor shall notify the State Contract Manager via United States Postal Service registered mail, return receipt requested, within sixty (60) calendar days from its receipt of the monthly invoice. Contract disputes shall not be considered by WIC Services if the contractor does not comply with the sixty (60) calendar day dispute period. All disputes should be settled by the close-out date of the Federal Fiscal Year in which the invoice dispute occurs. The contractor shall not withhold rebate payments to the State under any circumstances. Upon resolution of the dispute, WIC Services shall promptly disburse all amounts due to the contractor. Should the dispute be the result of an over-billing, WIC Services shall perform due diligence in validating the error. WIC Services may also request an independent audit of records.

The contractor shall provide advance payment to WIC Services upon written request by the State Contract Manager. The State Contract Manager may make up to two (2) such advance payment requests per contract year. The contractor shall provide the advance payment with thirty (30) calendar days of receipt of the written request. The advance payment amount shall be calculated as the number of Infant Formula units purchased by Participants in the preceding month report multiplied by the rebate amount. When the actual number of units purchased during the month for which advance payment is requested, is known, WIC Services shall adjust subsequent billings accordingly.

5.12 MODIFICATIONS TO STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

In accordance with policies of USDA and at the request of USDA, the following sections of the State of New Jersey Standard Terms and Conditions shall not apply to the contract resulting from this RFP:

- a) Section 3.7 Extension of Contract Quasi-State Agencies;
- b) Section 3.8 Extension of Contracts to Political Subdivisions, Volunteer Fire Departments and First Aid Squads, and Independent Institutions of Higher Education –N.J.S.A. 52:25-16.1;
- c) Section 3.9 Extensions of Contracts to County Colleges –N.J.S.A. 18A:64A-60;
and
- d) Section 3.10 Extensions of Contracts to State Colleges –N.J.S.A. 18A:64-60.

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:

- Lowest total monthly net price for Infant Formula. Bidders should refer to the definition of Net Price per Unit provided in Section 2.2 of the RFP and the Sample Evaluation Methodology Spreadsheet provided as Attachment 4.

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.

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

The purpose of such communication with a 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 Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee 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.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State shall, pursuant to N.J.S.A. 52:34-12(f), negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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

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

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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State,

price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

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.

PRICE SCHEDULE

WIC INFANT FORMULA REBATE, DHSS, WIC SERVICES

Bid Number 08-X-39539

Line Number	Name and Unit Size of Infant Formula	Lowest National Wholesale Cost per Unit for a Full Truckload of Infant Formula	Rebate per Unit (Carried to FOUR (4) Decimal Places)
1- Milk based Concentrate		\$	\$
2 -Milk based Powdered		\$	\$
3- Milk based Ready to Feed		\$	\$

The bidder must provide the Lowest National Wholesale Cost per Unit for a Full Truckload of Infant Formula and corresponding Rebate per Unit carried to **FOUR (4)** decimal places for each bid item that it proposes to provide or the bid proposal may be considered non-responsive.

A bidder shall also include with its bid proposal, its national wholesale price list or price catalog that clearly indicates the full truckload tier effective on the date of issuance of this RFP.

ATTACHMENT 1

Sample Infant Formula Rebate Report

REPORT XXXXX
 RUN DATE XX/XX/XXXX

NEW JERSEY STATE DEPARTMENT OF HEALTH & SENIOR SERVICES

FORMULA REBATES

RUN TIME XX:XX:XX

FOR MONTH OF MARCH

PAGE: XXX

STATE TOTALS

DESCRIPTION		# OF CANS REDEEMED	# OF FI REDEEMED	# OF PARTICIPANTS	DOLLARS REDEEMED	AVG # REDEEMED CANS PER PARTICIPANT
VENDOR XXXXX						
___ MILK BASED _____	WITH IRON 13-OZ CONCENTRATE CANS					
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
___ MILK BASED _____	WITH IRON ___-OZ POWDERED CANS					
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
___ MILK BASED _____	32-OZ READY-TO-FEED CANS					
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
___ SOY BASED _____	13-OZ CONCENTRATE CANS					
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
___ SOY BASED _____	___-OZ POWDERED CANS					
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
___ SOY BASED _____	32-OZ READY-TO-FEED CANS					
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
VENDOR XXXXX TOTALS						
ISSUE MONTH	MARCH	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
30-DAY MONTH	FEBRUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX
CLOSEOUT MONTH	JANUARY	XXX,XXX	XXX,XXX	XXX,XXX	X,XXX,XXX.XX	XX

ATTACHMENT 2

Certification

The bidder certifies that it is registered with the U.S. Secretary of Health and Human Services under the Federal Food, Drugs and Cosmetic Act (21 U.S.C. 321 et seq.) and further certifies that the infant formula as offered in this Request for Proposal complies with the Act and regulations issued pursuant to the Act, and conforms to the updated nutrient requirements for infant formula as described in the Act; as well as any applicable law or regulation of the State of New Jersey.

The bidder further certifies that it is in compliance with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L.94-163).

The bidder further certifies that it is in compliance with all applicable standard orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); Section 508 of the Clean Water Act (33 U.S.C. 1368), and the Environmental Protection Agency regulations.

(Corporate Seal) _____ (Signature) _____ (Date)

(Name)
(Print or Type)

(Name)
(Print or Type)

Attested sworn and subscribed to before me on the _____ day of _____, 200____.

(Signature)

(Notary Public, not officer of the firm.)

ATTACHMENT 3

INVOICE NO: 000004	Invoice Date: 02/09/2007
REDEMPTION MONTH:	JANUARY
Send to:	Payments are to be Wired to:
Ross Products Division, Abbott Laboratories,	Bank Name Address For Credit to State of New Jersey, General Treasury - WIC Account Number Contact Telephone No.
SIMILAC ADVANCE 13 OZ CONCENTRATE CANS TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	254,696 \$3.5060 \$892,964.1760
SIMILAC W/IRON 13 OZ. CONCENTRATE TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	437 \$3.2603 \$1,424.7511
SIMILAC ADVANCE 12.9 OZ POWDERED TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	154,239 \$10.9000 \$1,681,205.1000
SIMILAC WITH IRON 12.9 POWDERED TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	168 \$10.3259 \$1,734.7512
SIMILAC ADVANCE 32 OZ RTU TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	675 \$1.9500 \$1,316.2500
SIMILAC WITH IRON 32 OZ RTU TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	50 \$1.7017 \$85.0850

INVOICE NO: 000004	Invoice Date: 02/09/2007
REDEMPTION MONTH:	JANUARY
ISOMIL ADVANCE 13 OZ CONCENTRATE	
TOTAL NUMBER OF CANS	79,033
REBATE PRICE PER CAN	\$3.8560
TOTAL REBATE	\$304,751.2480
ISOMIL W/IRON 13 OZ CONCENTRATE	
TOTAL NUMBER OF CANS	72
REBATE PRICE PER CAN	\$3.5726
TOTAL REBATE	\$257.2272
ISOMIL ADVANCE 12.9 OZ POWDERED	
TOTAL NUMBER OF CANS	34,079
REBATE PRICE PER CAN	\$11.7555
TOTAL REBATE	\$400,615.6845
ISOMIL WITH IRON 12.9 OZ POWDERED	
TOTAL NUMBER OF CANS	55
REBATE PRICE PER CAN	\$10.8337
TOTAL REBATE	\$595.8535
ISOMIL ADVANCE 32 OZ RTU 13 OZ CONCENTRATE CANS	
TOTAL NUMBER OF CANS	136
REBATE PRICE PER CAN	\$1.8605
TOTAL REBATE	\$253.0280
NJ WIC PROGRAM TOTAL REBATE	\$3,285,203.1545

INVOICE NO: 000005	Invoice Date: 03/09/2007
REDEMPTION MONTH:	FEBRUARY
Send to:	Payments are to be Wired to:
Ross Products Division, Abbott Laboratories,	Bank Name Address For Credit to State of New Jersey, General Treasury - WIC Account Number Contact Telephone No.
SIMILAC ADVANCE 13 OZ CONCENTRATE CANS TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	201,643 \$3.5060 \$706,960.3580
SIMILAC W/IRON 13 OZ. CONCENTRATE TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	275 \$3.2603 \$896.5825
SIMILAC ADVANCE 12.9 OZ POWDERED TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	127,997 \$10.9000 \$1,395,167.3000
SIMILAC WITH IRON 12.9 POWDERED TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	139 \$10.3259 \$1,435.3001
SIMILAC ADVANCE 32 OZ RTU TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	456 \$1.9500 \$889.2000
SIMILAC WITH IRON 32 OZ RTU TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	62 \$1.7017 \$105.5054

INVOICE NO: 000005	Invoice Date: 03/09/2007
REDEMPTION MONTH:	FEBRUARY
ISOMIL ADVANCE 13 OZ CONCENTRATE	
TOTAL NUMBER OF CANS	61,471
REBATE PRICE PER CAN	\$3.8560
TOTAL REBATE	\$237,032.1760
ISOMIL W/IRON 13 OZ CONCENTRATE	
TOTAL NUMBER OF CANS	31
REBATE PRICE PER CAN	\$3.5726
TOTAL REBATE	\$110.7506
ISOMIL ADVANCE 12.9 OZ POWDERED	
TOTAL NUMBER OF CANS	28,031
REBATE PRICE PER CAN	\$11.7555
TOTAL REBATE	\$329,518.4205
ISOMIL WITH IRON 12.9 OZ POWDERED	
TOTAL NUMBER OF CANS	26
REBATE PRICE PER CAN	\$10.8337
TOTAL REBATE	\$281.6762
ISOMIL ADVANCE 32 OZ RTU 13 OZ CONCENTRATE CANS	
TOTAL NUMBER OF CANS	84
REBATE PRICE PER CAN	\$1.8605
TOTAL REBATE	\$156.2820
NJ WIC PROGRAM TOTAL REBATE	\$2,672,553.5513

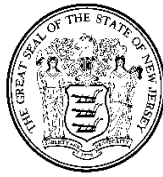
INVOICE NO: 000006	Invoice Date: 04/13/2007
REDEMPTION MONTH:	MARCH
Send to:	Payments are to be Wired to:
Ross Products Division, Abbott Laboratories,	Bank Name Address For Credit to State of New Jersey, General Treasury - WIC Account Number Contact Telephone No.
SIMILAC ADVANCE 13 OZ CONCENTRATE CANS TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	225,864 \$3.5060 \$791,879.1840
SIMILAC W/IRON 13 OZ. CONCENTRATE TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	266 \$3.2603 \$867.2398
SIMILAC ADVANCE 12.9 OZ POWDERED TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	149,560 \$10.9000 \$1,630,204.0000
SIMILAC WITH IRON 12.9 POWDERED TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	134 \$10.3259 \$1,383.6706
SIMILAC ADVANCE 32 OZ RTU TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	524 \$1.9500 \$1,021.8000
SIMILAC WITH IRON 32 OZ RTU TOTAL NUMBER OF CANS REBATE PRICE PER CAN TOTAL REBATE	37 \$1.7017 \$62.9629

INVOICE NO: 000006	Invoice Date: 04/10/2007
REDEMPTION MONTH:	MARCH
ISOMIL ADVANCE 13 OZ CONCENTRATE	
TOTAL NUMBER OF CANS	70,945
REBATE PRICE PER CAN	\$3.8560
TOTAL REBATE	\$273,563.9200
ISOMIL W/IRON 13 OZ CONCENTRATE	
TOTAL NUMBER OF CANS	109
REBATE PRICE PER CAN	\$3.5726
TOTAL REBATE	\$389.4134
ISOMIL ADVANCE 12.9 OZ POWDERED	
TOTAL NUMBER OF CANS	33,710
REBATE PRICE PER CAN	\$11.7555
TOTAL REBATE	\$396,277.9050
ISOMIL WITH IRON 12.9 OZ POWDERED	
TOTAL NUMBER OF CANS	18
REBATE PRICE PER CAN	\$10.8337
TOTAL REBATE	\$195.0066
ISOMIL ADVANCE 32 OZ RTU 13 OZ CONCENTRATE CANS	
TOTAL NUMBER OF CANS	202
REBATE PRICE PER CAN	\$1.8605
TOTAL REBATE	\$375.8210
NJ WIC PROGRAM TOTAL REBATE	\$3,096,220.9233

ATTACHMENT 4

**Sample Evaluation Methodology Spreadsheet
Calculated Using Amount of Infant Formula on a Monthly Basis:**

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Unit Size & Physical Form	Maximum Issuance per Infant (ounces) ¹	Average Monthly Infant Participation by Form ²	Total Ounces for Bid (B) * (C)	Standardized Number of Units (D) / (A)	Wholesale Cost ³	Rebate per Unit	Net Cost per Unit (F) - (G)	Standardized Number of Units (E)	Net Cost (H) * (I)
12 ounce -Powder	128	23,996	3,071,488	255,957	\$xxxxxxxx	\$0.0000	\$	255,957	\$xxxxx
14.1 ounce -Powder	128	23,996	3,071,488	217,836	\$xxxxxxxx	\$0.0000	\$	217,836	\$xxxxx
14.3 ounce -Powder	128	23,996	3,071,488	214,789	\$xxxxxxxx	\$0.0000	\$	214,789	\$xxxxx
12.9 ounce -Powder	128	23,996	3,071,488	238,099	\$xxxxxxxx	\$0.0000	\$	238,099	\$xxxxx
13 ounce -Liquid Concentrate	403	12,095	4,874,285	374,945	\$xxxxxxxx	\$0.0000	\$	374,945	\$xxxxx
32 ounce -Ready to Feed	806	39	31,434	982	\$xxxxxxxx	\$0.0000	\$	982	\$xxxxx
Total Monthly Cost									\$xxxxx
¹ Allowed in Accordance with 7 CFR Section 246.10 (c)(1)(i) ² Figures derived from actual number of Participants using Infant Formula from 09/2006 through 02/2007. Excludes infants exclusively breastfed (N = 1,900) and infants issued Exempt Infant Formula (N = 1,700) ³ Lowest National Wholesale Cost per Unit for a Full Truckload of Infant Formula									



State of New Jersey

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

JON S. CORZINE
Governor

BRADLEY I. ABELOW
State Treasurer

To: All Interested Bidders
Date: June 11, 2007

Re: RFP #: 08-X-39539
WIC Infant Formula Rebate, DHSS, WIC Services
Bid Due Date: June 22, 2007 (2:00 p.m.)

ADDENDUM #1

The following constitutes Addendum #1 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
WIC Infant Formula Rebate, DHSS, WIC Services
RFP Number 08-X-39539
Answers to Questions

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

#	Page #	RFP Section Reference	Question	Answer
1.		Signatory Page	Of the 23 items listed on the Signatory Page, please specify which items are applicable to this solicitation and must be completed for a bid to be considered responsive.	Bidders are encouraged to read the RFP and ensure that bid proposals meet the requirements set forth within the RFP and supporting documents.
2.		Signatory Page	Please verify the number that is to be used when referring to this RFP: Bid number 08-X-39539 or Requisition#1034468	Bidders may use the following: Solicitation #2008-X-39539 or RFP 2008-X-39539.
3.		Signatory Page	Please confirm an address for bid delivery if a bidder uses an overnight courier such as Federal Express or if a bid is hand delivered.	Please refer to Section 1.3.2 of the RFP.
4.		Signatory Page	The bid details listed here does not include any information on the public bid opening. Please provide these details such as when it will be held, specific location including address and room number, and what exactly will be read aloud at the opening. Also, please describe how a bidder can obtain copies of other bids submitted and when those copies will be available.	Bid opening shall occur on the date and time provided on the Cover page of the RFP at the location provided in Section 1.3.2 of the RFP. Upon opening of all bids received, only the bidder's name and location shall be announced. Please also refer to Section 1.4.4 of the RFP. Information on obtaining copies of bid proposals shall be included within the Letter of Intent to Award.
5.		Signatory Page	Since no purchases or deliveries are made for this contract, please confirm that these sections 17 and 18 on this page may be completed with N/A or left blank for bid submission.	Numbers 17 and 18 may be left blank or completed with N/A.
6.		General	Please confirm that the Affirmative Action Information, including the Employee Information Record, can be completed by the contractor once the contract is awarded and is not a requirement of a bid submission.	Please refer to Section 4.4.3 of the RFP.
7.		General	Please provide a list of items, in order of how they should be compiled in a bid, of all items required for a bid submission to be considered responsive. Please do not include those items that can be completed upon contract award by the contractor.	Bidders are encouraged to read the RFP and ensure that bid proposals meet the requirements set forth within the RFP and supporting documents.
8.		General	Please clearly indicate if the State intends to round up to the next whole can of powdered infant formula.	The State shall not "round up" to the next can.

#	Page #	RFP Section Reference	Question	Answer
9.	1	Cover Page	The timetable does not note a time when the contract award will be announced. Please provide a deadline date when bidders can expect to be notified of intent to award.	There is no "deadline" date for the State to issue a Letter of Intent to Award.
10.	4	1.2	Please provide the number of infants that are supplementing infant formula and the average number of cans a supplementing infant receives in a monthly package.	Please refer to #1, Part 2 of this Addendum.
11.	5	1.2	Please provide the percentage of infant participants that receive 3 months worth of checks and what percentage receives 2 months and 1 month of checks.	Exact percentages (%) are unavailable however WIC Services estimates that 98 percent (%) of infant participants receive a full three (3) months allotment of checks.
12.	5	1.2	Will the State send a summary of the data contractor's calculation on a monthly basis with the monthly invoice showing which products were reduced and by how much?	WIC Services shall provide the contractor with two (2) data files. The first is a file of all rebate formula food instruments (FI) and for each FI the following data: FI Number, participant ID, participant date, paid date, paid amount, quantity of formula, FI Distribution code, and partial redemption quantity adjusted. The second file provides the pricing per unit to calculate the number of units purchased per each FI.
13.	6	1.3.1	Please confirm that all prospective bidders will receive ALL questions submitted along with the respective responses from the state, from all potential bidders that have submitted questions.	Please refer to Sections 1.3.1 and 1.4.1 of the RFP.
14.	6	1.3.2	Please provide a name, phone number, and e-mail address of an individual that can be contacted by a bidder to be certain that a bid package has been received.	Bidders may telephone the receptionist at the Bid Room at 609-292-4700.
15.	13	3.1.1	Please confirm the only non-contract, non-exempt formula that would be issued would be for religious reasons.	Confirmed.
16.	14	3.2.1	For product substitutions please indicate that another product of the manufacturer will first be substituted prior to moving to another manufacturer's products.	Please refer to Section 3.2.2.1 of the RFP.
17.	14	3.2.2.1	As contractors may not always know about supply problems 90 days in advance, please revise this provision to read "...90 day advance written notice, or as soon as practicable after discovery of the supply problem."	No, the RFP language shall stand.

#	Page #	RFP Section Reference	Question	Answer
18.	14	3.2.2.1	Please confirm that WIC services will substitute iron-fortified Infant Formula of another manufacturer in place of the contractor's brand (as provided in the 4th paragraph of this Section) only when the contractor's brand is not available in any physical form.	Confirmed.
19.	14	3.2.2.1	Please confirm that in the event that WIC services has to substitute another manufacturer's formula in place of the contractor's brand that the contractor will only have to pay a rebate amount that yields the same net cost per ounce for the non-contracted formulas until the contracted formula can be supplied. If not confirmed, please state all the reasons that the contractor is required to pay a higher amount.	As provided in Section 3.2.2.1 of the RFP: <i>"In cases where WIC Services must substitute iron-fortified Infant Formula of another manufacturer in place of the contractor's brands, the contractor shall pay rebates equal to the greater between what would have been paid on the corresponding covered Infant Formula or the difference between the lowest national wholesale price per unit for a full truckload of the substitute Infant Formula and the net price per unit specified for the corresponding Infant Formula under the contract resulting from this RFP"</i> . The purpose of the Infant Formula rebate program is a cost containment measure.
20.	14	3.2.3	Please remove the requirement to provide free formula as it violates USDA regulations which will become final in September 2007 and prohibit State agencies from requiring formula manufacturers to provide free formula. See Semiannual Regulatory Agenda, Spring 2007, 72 Federal Register 22243 (April 30, 2007). If not removed, please explain all the reasons why this section is not removed along with the State's protocols for issuance of free formula.	Please refer to #2, Part 2 of this Addendum.
21.	14	3.2.3	WIC services should note that this requirement for free samples is a costly requirement and may result in a reduced infant formula rebate amount offered to the state. Please confirm that the state understands that specifications that require an expense from the bidder are factored into any bid submitted.	Please refer to #2, Part 2 of this Addendum.
22.	14 15	3.2.4	Please change the calculation to be the same percentage discount if the primary contract formula is discontinued to be consistent with the way a rebate for a new or existing product would be calculated.	No.

#	Page #	RFP Section Reference	Question	Answer
23.	15	3.2.5	This Section is in conflict with Section 4.1 of the Standard Terms and Conditions. Please confirm that this Section of the RFP will govern price adjustments and not the Standard Terms and Conditions.	Please refer to Section 5.1 of the RFP. Section 3.2.5 of the RFP supersedes Section 4.1 of the Standard Terms and Conditions
24.	15	3.2.6	<p>Please remove the requirement to provide product information, labels and education materials. USDA regulations which will become final in September 2007 prohibit States from requiring infant formula manufacturers to provide free formula or other items as part of their infant formula rebate solicitations and contracts. See Semiannual Regulatory Agenda, Spring 2007, 72 Federal Register 22243 (April 30, 2007).</p> <p>If not removed, please explain all the reasons why this section is not removed and provide the required quantities of each of the items listed that the manufacturer would have to provide.</p>	Please refer to #3, Part 2 of this Addendum.
25.	15	3.2.8	<p>Will the State grant the Contractor audit rights in order to verify the monthly invoice amounts on a periodic basis and to review the system controls that are in place? Within a normal audit with a State, a random selection of redacted vouchers is requested. Will the State agree to supply redacted copies of vouchers on request with the participant name blackened out?</p> <p>Will the State send monthly electronic data files to the Contractor in order to verify can quantities and product type with the following information: Voucher Number, Can Quantity, Redeemed Amount, Issue Date, Redeemed Date, and Vendor ID Number?</p>	<p>Please refer to #12.</p> <p>WIC Services will provide the contractor with a limited number of redacted food instruments. This number shall be determined by the State Contract Manager and the contractor.</p>
26.	17	4.4.1.1	Is a Certificate of Incumbency required for proof that the person signing is an authorized signature?	No.
27.	17	4.4.1.1	Is it necessary to submit proof of authority for the individual signing the bid documents, such as a copy of a Certificate of Corporate Resolution?	No.

#	Page #	RFP Section Reference	Question	Answer
28.	18	4.4.1.3	As this Section is extremely broad, may bidders limit responses to actions with the State? In addition, may such disclosure only be required with regard to cases or investigations related to the performance of services that are contemplated by this RFP?	No.
29.	19	4.4.5	Please confirm that a company's annual report will fulfill this requirement and that submission of the latest published annual report will confirm financial capability of a bidder and render a submission responsive.	Provision of the latest published annual report will suffice.
30.	21	5.3	This specification implies that the state could allow the current contract to run 90 days past the September 30, 2007 expiration date and therefore have a new contract not begin on the October 1, 2007 date specified in this RFP. Please specify the circumstances by which the state could not have a new contract in place in time for an October 1, start.	This specification applies to the contract resulting from this RFP, therefore any invocation of this specification would come at the end of the contract period.
31.	23	5.11	<p>Please confirm that under no circumstances would the State Contract Manager request that an invoice be paid in fewer than 30 days from the receipt of an invoice.</p> <p>Please increase the time from sixty (60) days to ninety (90) days for a contractor to dispute an invoice.</p> <p>Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevent the contractor from being able to identify an incorrect billing.</p> <p>Please limit the number of advance payments to 1 per contract year.</p> <p>In addition, most advance payment provisions include a discount of 1%. Please incorporate the discount percent if an advance payment is required.</p> <p>How many advance payment requests have been issued during the term of the current contract?</p>	<p>Confirmed.</p> <p>No.</p> <p>WIC Services maintains records for seven (7) years and therefore will not agree to the proposed unrestrained time limit for such claims.</p> <p>Yes.</p> <p>No.</p> <p>Zero (0).</p>

#	Page #	RFP Section Reference	Question	Answer
32.	25	6.4	If prices bid are disclosed at a public bid opening, and a subsequent BAFO is pursued, all bidders (an even non-bidders) would now what price it had to beat if it were interested in this contract. Please confirm here that this provision does not apply. If the state will not strike this provision, please confirm if the state will or will not pursue a BAFO.	No pricing or rebate information shall be read aloud or available for public review at the bid opening. The State shall reserve its right to request a BAFO in accordance with Section 6.4 of the RFP.
33.	26	6.4	Please confirm that in no event will the State award a contract to a bidder other than the responsive and responsible bidder offering the lowest monthly net price for infant formula for a standardized number of units of infant formula.	The intent of this RFP is to award a contract to that responsible and responsive bidder whose bid proposal, conforming to this RFP is most advantageous to the State, based upon rebate price.
34.	28	7.2	Please define, in number of business days, what "reasonable promptness" is in regards to contract award notification.	Determining a date for issuance of the Letter of Intent to Award is predicated upon a host of variables that does not lend to defining "reasonable promptness" by a number of business days.
35.	28	7.2	When will the award be issued and also how will all bidders be notified?	There is no predetermined date for issuance of a Letter of Intent to Award that is faxed and mailed to all responsive bidders.
36.		Standard Terms and Conditions 1-10	Many of the terms and conditions listed in this section are not applicable to an infant formula rebate contract and some conflict with the RFP. Please specify which of the terms and conditions are applicable to this solicitation and which are not.	Please refer to the RFP in its entirety, specifically to Section 5.12 of the RFP, this Addendum and the Standards Terms and Conditions. The New Jersey Standard Terms and Conditions are, as the name applies, standard. While some may not be germane to a contract resulting from this RFP, they are still included.
37.		Standard Terms and Conditions 1.1 and 1.6	In particular, please confirm that these specifications, (Business Registration and Ownership Disclosure) are not relevant nor applicable to this solicitation and are not a requirement of the bid submission in order to remain responsive.	Standard Terms and Conditions Sections 1.1 and 1.6 are relevant and required for a bid submission to be considered responsive.
38.		Standard Terms and Conditions 3.3	Please confirm that this Section is not applicable to this RFP.	Bidders should note that neither Bid Security nor Performance Security is required within the RFP.
39.		Standard Terms and Conditions 3.5	Please describe the manufacturer's termination rights.	There are none.

#	Page #	RFP Section Reference	Question	Answer
40.		Standard Terms and Conditions 3.14	<p>Please confirm that this section is not applicable as the only goods and services to be delivered to the using agency are samples and invoice payments which are dealt with separately and specifically in other portions of the solicitation.</p> <p>If not confirmed, please state all goods and services that this section applies to and please state the order of precedence between this section and the other specific sections of the solicitation.</p>	Confirmed.
41.		Standard Terms and Conditions 3.15	Please confirm the contract will be awarded in whole to one contractor.	The State intends to award a single contract as the result of this RFP.
42.		Ownership Disclosure Form	Please confirm that if a bidder includes a letter which states the company has a policy in place to not disclose any employee's home address that the corporate address will suffice for the purposes of completing the form.	Confirmed.
43.		Attachment 4	Please confirm that this page is not required to be completed by the bidder and submitted with their bid proposal.	Bidders should not complete this page, it is provided for sample purposes only.

PART 2
WIC Infant Formula Rebate, DHSS, WIC Services
RFP Number 08-X-39539

Additions, Deletions, Clarifications and Modifications to the RFP

#	Page #	RFP Section Reference	Additions, Deletions, Clarifications and Modifications
1.	4	1.2	<p>The fifth (5th) sentence in paragraph four (4) of this Section shall be modified as follows:</p> <p><i>The average monthly requirement excludes Participants exclusively breast fed.</i></p> <p>The following sentence is also added:</p> <p><i>There are approximately 6,500 breast fed infants who receive Infant Formula supplementations, approximately 80 percent (%) of these infants receive one-half or more of the maximum amount of Infant Formula allowable each month.</i></p>
2.	14	3.2.3	Section 3.2.3 of the RFP has been deleted.
3.	15	3.2.6	Section 3.2.6 of the RFP has been deleted.