



State of New Jersey

CHRIS CHRISTIE
Governor

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DIVISION OF PURCHASE AND PROPERTY
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MAURICE A. GRIFFIN
Acting Director

November 03, 2017

To: All Interested Vendors {Bidders}

Re: Bid Solicitation {RFP} #: 18DPP00157 - T1057–WIC Infant Formula Rebate: DOH

Quote {Proposal} Submission Due Date: November 30, 2017 (2:00 p.m. ET)

Bid Amendment {Addendum} #1

The following constitutes Bid Amendment {Addendum} #1 to the above referenced Bid Solicitation {RFP}:

- This Bid Amendment {Addendum} includes answers to questions; and
- Please note that for all additions, deletions, clarifications and modifications to the Bid Solicitation {RFP} # 18DPP00157, please refer to the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17", and the revised Infant Formula Rebate Tab Sheet (Price Schedule) titled, "T1057 Revised Price Schedule 11/03/17. "

It is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the New Jersey Standard Terms and Conditions (SSTC) relative to this Bid Solicitation {RFP} as set forth in all Bid Amendments {Addenda}.

All other instructions, terms, and conditions of the Bid Solicitation {RFP} shall remain the same.

**Bid Solicitation {RFP} # 18DPP00157
T1057 – WIC Infant Formula Rebate: DOH**

Answers to Questions

Each question is referenced by the appropriate Bid Solicitation {RFP} page number(s) and section where applicable.

#	RFP Section Reference	Question (Bolded) and Answer
1	General Question Cover Page	The Event table does not indicate when the intent to award, protest period, and award will take place. Please include on the timeline The State will not provide this information, as there is no specific timeline for these events at this time.
2	General Question Cover Page	Please confirm the State will fully cooperate with the Contractor when the Contractor is conducting an audit and please further confirm the State will comply with all reasonable requests for information necessary to conduct a proper audit. The State confirms that WIC Services will fully cooperate with the awarded Vendor {Contractor} when it conducts an audit, and that WIC Services will comply with all reasonable requests for information necessary to conduct a proper audit.
3	Section 1.1 Purpose and Intent	The third paragraph of this section states an award will be made to the Vendor offering "the lowest net price or, the highest rebate for Infant Formula"? If a State intends to evaluate WIC infant formula bids based on the highest rebate, Federal law and USDA regulations require the State to demonstrate to FNS satisfaction that it has performed a specified analysis before issuing the bid solicitation. Has the State performed this analysis and submitted such analysis to FNS? If no, we urge the State to delete "or, the highest rebate" in this section and delete all references to "highest rebate" in other parts of this solicitation. Please confirm these changes will be made if the State has not done the required analysis and received approval from FNS to evaluate bids based on the highest rebate. Please further confirm bids will be evaluated based on the lowest monthly net price. The State confirms that in accordance with 7 CFR 246.16a - <i>Infant Formula and Authorized Foods Cost Containment</i>, the awarded rebate will be based upon lowest total monthly net price for infant formula. Please reference pages 5 and 52 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
4	Section 1.1 Purpose and Intent	What is meant by the "State may award any and all price lines"? We request this phrase be deleted from this section. It is at the State's discretion if it will award a contract for all lines represented on its Price/Rebate Sheet. If the State determines that a Vendor {Bidder} is not responsive or responsible, it reserves the right not to award any and all price lines. The State does not accept the proposed modification to the Bid Solicitation {RFP}.
5	Section 1.1 Purpose and Intent	What is meant by the State "reserves the right to separately procure individual requirements that are the subject of the Blanket P.O."? We request this phrase be deleted from this section. Please reference page 5 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
6	Section 1.1 Purpose and Intent	Please confirm the state intends to award the entire contract to one manufacturer. Pursuant to Bid Solicitation {RFP} Section 1.1, Purpose and Intent, it is the State's intent to award a Master Blanket Purchase Order (Blanket P.O.) {Contract} to a sole responsive and responsible Vendor {Bidder}.

#	RFP Section Reference	Question (Bolded) and Answer
7	Section 1.2 Background	The existing infant formula contract has been extended by five months to February 28, 2018. Would the State provide a brief explanation of the reasons the current contract has been extended? The current contract awarded to Mead Johnson Nutritionals (contract # A82097), originally procured under Solicitation 13-X-22490, was extended to allow for the repurchase of the contract.
8	Section 1.2 Background	In order to better understand the provisions of this RFP and the resulting contract, please cite the specific provision(s) in the previous contract that was used to extend the current contract for five additional months. Section 5.3 of the previous contract stated: "In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 120 days beyond the expiration date of the contract." The current contract awarded to Mead Johnson Nutritionals (contract # A82097), originally procured under Solicitation 13-X-22490, was extended under the contract's accompanying New Jersey Standard Terms and Conditions (SSTC), which states, "Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey." Specifically, the contract was extended in accordance with Section 5.3, <i>Contract Term and Extension Option</i>, of the State Standard Terms & Conditions which states, "If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least thirty (30) days prior to the expiration date of the existing contract. The contractor shall have fifteen (15) calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated." It is noted that the requester has referenced Solicitation 13-X-22490 Section 5.3, <i>Contract Transition Period</i>, of the Bid Solicitation {RFP} which to date, has not been implemented by the State.
9	Section 1.2 Background	The Program participation and Rebate-Eligible Infant Formula Units tables only provide data through the end of 2016. With the significant declines in WIC participation in recent years, these data tables are inadequate for potential bidders (other than the current contract holder) to adequately evaluate this bid opportunity. To ensure all bidders have a level playing field prior to submitting bids, we strongly urge the State to update these tables with the most current information available. We also urge the State to provide all bidders with copies of the rebate invoices that have been sent to the current contract holder through August 2017. The State has updated the data tables demonstrated in the referenced section of the Bid Solicitation {RFP}. Please reference pages 5-8 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17," and the updated Attachment #1 - Sample Infant Formula Rebate Invoice as it provides rebate invoices up to September 2017.
10	Section 1.2 Background	Federal Regulations Section 246.16a(c)(3) requires State agencies to use the most recent available participation data and usage rates in evaluating bids, and section 246.16a(c)(4) requires that infant participation data include at least 6 months of the most recent average infant participation information. The information included is a year old. Please provide the most recent six months of data to ensure all bidders have access to the same information as the current contracted manufacturer to include: a. Six months of the most recent participation information b. Six months of the most recent formula redemption by brand, unit size, and c. Six months of the most recent formula redemption information for all formula to include contract, non-contract non-exempt, and non-contract exempt products by all manufacturers Please reference the answer to question #9, of this Bid Amendment {Addendum}.

#	RFP Section Reference	Question (Bolded) and Answer														
11	Section 1.2 Background	Please indicate what percentage of infants that are enrolled in the WIC program were enrolled with incomes higher than 185% of the Federal poverty level. The State cannot provide this information as current reporting mechanisms do not account for such. It is noted that the current reporting system utilized in the clinics, rejects the Participant's information unless clinic staff inputs that the individual participated in one (1) of the programs for adjunctive eligibility. Participants who are able to provide appropriate proof of their participation in Medicaid, Temporary Aid to Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) are adjunctively eligible (regardless of income) for the WIC Program. In these cases, WIC Services is not required to verify household income.														
12	Section 1.2 Background	Please indicate what percentage of infants that are enrolled in the WIC program were enrolled via adjunctive eligibility (i.e., they demonstrated active participation in SNAP, TANF, Medicaid or CHIP). Approximately 81% of WIC enrolled infants are adjunctively income eligible.														
13	Section 1.2 Background	The numbers provided in the column labeled Exempt Medically Necessary Formula include women, infants and children. Please provide a breakout for the number of infants only receiving medically necessary formula? The actual number of Infants that received and redeemed WIC checks for exempt medically necessary formula from February 2017 to July 2017 can be found below: <table><tr><th>Month</th><th>Received and Redeemed Checks</th></tr><tr><td>February</td><td>2,412</td></tr><tr><td>March</td><td>2,446</td></tr><tr><td>April</td><td>2,388</td></tr><tr><td>May</td><td>2,432</td></tr><tr><td>June</td><td>2,431</td></tr><tr><td>July</td><td>2,419</td></tr></table>	Month	Received and Redeemed Checks	February	2,412	March	2,446	April	2,388	May	2,432	June	2,431	July	2,419
Month	Received and Redeemed Checks															
February	2,412															
March	2,446															
April	2,388															
May	2,432															
June	2,431															
July	2,419															
14	Section 1.2 Background	Please explain the formula categories tied to this table. In accordance with Bid Solicitation {RFP} Section 2.3, <i>Blanket P.O. {Contract}-Specific Definitions/Acronyms</i>: Rebate-Eligible Formula - Standard Formulas (milk based and soy based) approved via a Bid Solicitation {RFP}/Blanket P.O. {Contract}. Non-Rebate-Eligible Formula - All standard milk based and soy based infant formula that is not covered by an infant formula cost containment Blanket P.O. {Contract} awarded by the State agency. Exempt Medically Necessary Formulas - Infant formula intended for commercial or charitable distribution which is represented and labeled for use by infants who have inborn errors of metabolism or low birth weight, or who otherwise have unusual medical or dietary problems (21CFR 107.3).														
15	Section 1.2.1 WIC ACCESS	Please provide the percentage of infants that are issued benefits 3 months at a time, 2 months at a time and 1 month at a time respectively. By default, Participants are issued three (3) months of benefits (checks) at a time. However, if a nutritionist or participant feels that it would be beneficial to increase the frequency of clinic visits (once a month or bimonthly) this can be accomplished manually by the clinic staff. Circumstances that may warrant this option include formula or food tolerance concerns, physician requests, home security issues; participant requires more frequent counseling, etc. Since the frequency of pick up, other than tri-monthly, is manually controlled, the State is unable														

#	RFP Section Reference	Question (Bolded) and Answer
		to provide an accurate percentage of each pick up type. It is noted that the majority of Participants (over 90%) are issued checks on a tri-monthly basis.
16	Section 1.2.1 WIC ACCESS	Please confirm the following: A. The Contractor will not be required to pay rebates on quantities of infant formula in excess of the federal monthly maximums; and The State confirms this statement. The State's WIC Program issues benefits through its WIC Access computer system. As part of the system there are safeguards in the application that prevent providing infant formula in excess of the federal monthly maximums for each infant on the program. The Vendor {Contractor} would therefore not be required to pay rebates in excess, as the condition would not exist. B. If rebates for quantities in excess of the federal monthly maximums are billed and rebated in error, the amounts associated with the over issuance and redemption will be reimbursed to the Contractor upon discovery. If any portion of above is not confirmed, please provide a detailed explanation of why such portion was not confirmed. Please reference the answer to Part "A" of this question.
17	Section 1.2.1 WIC Access	Does the State issue its checks on a rolling basis to participants? For example, if a participant receives their three months' worth of checks on March 15, are the March checks prorated to cover the remainder of March with the other checks having a first day to use of April 1 and May 1 respectively? If the State does not prorate, do the three months of checks have a first day to use of March 15, April 15, and May 15? The WIC software application will prorate the checks; however, it keeps the "first date to use" listed as when the checks were supposed to be issued. Using the provided example, if a Participant was supposed to pick up checks on March 1 (for March, April, and May) but instead pick up the checks on March 15, the March check would be prorated for the remainder of March. The April and May checks would both demonstrate a start date of the 1st.
18	Section 1.2.1 WIC Access	Do participants receive four infant formula checks per month? If no, how many infant formula checks do participants receive each month? Does this depend on the form of infant formula provided? Please provide check images provided to participants receiving infant formula for each of the forms provided. Infant formula, regardless of the form and quantity prescribed by the nutritionist, is issued using a maximum of two (2) checks per month. If an infant is provided with half or less than half of the monthly allotment of formula the infant would receive the prescribed formula on one infant formula check for the month. Please reference Attachment #4, Sample NJ WIC Check.
19	Section 1.2.1 WIC Access	How does the State assess the price of infant formula and other foods during its semi-annual review? Would the State consider performing these reviews quarterly rather than semi-annually? Vendors throughout the State are divided into peer groups based upon size, the number of cash registers present at its stores, and the different regions of the State. WIC Services will assess the price of infant formula and other foods during its semiannual vendor review, where the price of food is averaged among the individual groups and again averaged by geographical region. At this time, the State does not accept the proposed modification to its review process.
20	Section 1.2.1 WIC Access	Have there been any disputes between the State and the current vendor regarding the partial redemption calculations? If yes, we request copies of correspondence or other documentation outlining the disputed issues regarding the State's calculation of partial redemptions.

#	RFP Section Reference	Question (Bolded) and Answer												
		To date, there have been no disputes between the State and the current contractor regarding partial redemption calculations.												
21	Section 1.2.1 WIC Access	When does NJ intend to fully transition to EBT? Does the state anticipate an impact to the systems or rebates as a part of this transition? In accordance with the United States Department of Agriculture's (USDA) mandate, the State's will be compliant with EBT requirements by October 2020. There is no anticipation of any changes to the state's systems or its rebates.												
22	Section 1.2.2 WIC Issuance of Infant Formula	It is imperative for a bidder to understand how the State will conduct its WIC Program and to be able to rely on the State's responses to the questions about the conduct of the WIC Program in submitting a bid. In conducting its WIC Program, will the State allow the issuance of any formulas that do not meet the minimum WIC requirements as specified in Table 4 at 246.10(e)(12)? Table 4 of this section states that infant formula must: (1) meet the definition for an infant formula in section 201(z) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321(z)) and meet the requirements for an infant formula under section 412 of the Federal Food, Drug and Cosmetic Act, as amended (21 U.S.C. 350a) and the regulations at 21 CFR parts 106 and 107; (2) be designed for enteral digestion via an oral or tube feeding; (3) provide at least 10 mg iron per liter at standard dilution; (4) provide at least 67 kilocalories per 100 milliliters (approximately 20 kcal/oz.) at standard dilution; and (5) not require the addition of any ingredients other than water prior to being served in a liquid state. In accordance with Bid Solicitation {RFP} Section 3.3.1, <i>Infant Formula Specification</i>, "The Vendor {Contractor} shall ensure that all Infant Formulas provided for issuance by WIC Services meet at a minimum, the requirements identified in: A. Federal Food, Drug, and Cosmetic Act (FD&C Act) at: https://www.fda.gov/RegulatoryInformation/LawsEnforcedbyFDA/FederalFoodDrugandCosmeticActFDCA/default.htm; B. Infant Formula requirements as determined by the United States Food and Drug Administration (FDA) at: https://www.fda.gov/Food/GuidanceRegulation; and C. Minimum Requirements and Specifications for Supplemental Foods, 7 CFR 246.10(e)(12) Table 4. The State will not allow for the issuance of any formula that does not meet the minimum requirements as already demonstrated in the Bid Solicitation {RFP} and further confirmed by 7 CFR 246.10(e)(12) Table 4.												
23	Section 1.2.2 WIC Issuance of Infant Formula	How many children are currently receiving rebated infant formula? Please provide this as a monthly average for the last 3-4 months. The actual number of children (ages one (1) through five (5)) that received and redeemed WIC checks for rebated eligible infant formula are: <table><tr><th>Month (2017)</th><th>Total Amount of Children</th></tr><tr><td>April</td><td>36</td></tr><tr><td>May</td><td>30</td></tr><tr><td>June</td><td>26</td></tr><tr><td>July</td><td>30</td></tr><tr><td>Average of four (4) Month total</td><td>30.5</td></tr></table> *Note: The above data does not include infants in age group 0 to 12 months.	Month (2017)	Total Amount of Children	April	36	May	30	June	26	July	30	Average of four (4) Month total	30.5
Month (2017)	Total Amount of Children													
April	36													
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Average of four (4) Month total	30.5													

#	RFP Section Reference	Question (Bolded) and Answer																								
24	Section 1.2.2 WIC Issuance of Infant Formula	What percentage (estimate) of participants require a Kosher or Halal infant formula? During the past year, Halal compliant Non-Rebate-Eligible formulas (milk and soy) were added to the NJ WIC approved formulas. Approximately 1,201 (3%) of WIC infants currently receive approved Halal formulas. Since the current standard Rebate-Eligible formulas currently provided to the WIC program meet Kosher standards, the State is unable to distinguish the percentage of Participants who specifically require Kosher formula. However, it is noted that there is a growing need for Participants in the State to have access to Halal and Kosher compliant formula.																								
25	Section 1.2.2 WIC Issuance of Infant Formula	What are the minimum stocking requirements for each infant formula product expected to be authorized (or currently authorized)? Please provide the minimum stocking requirements for all three forms of formula in each of the two types (milk and soy). Do these requirements vary by retail vendor categories? The current minimum stock requirement for all of NJ's WIC vendors is listed below: <table><tr><th>Food Item Requirements</th><th>Brand/ Variety</th><th>Container Size</th><th>Minimum Stock of Each Container Size</th></tr><tr><td>Infant Formula</td><td>Enfamil Premium Infant</td><td>13-ounce Concentrate</td><td>32 Each</td></tr><tr><td>Infant Formula</td><td>Enfamil Prosobee</td><td>13-ounce Concentrate</td><td>12 Each</td></tr><tr><td>Infant Formula</td><td>Enfamil Premium Infant</td><td>12.5-ounce Powder</td><td>24 Each</td></tr><tr><td>Infant Formula</td><td>Enfamil Gentlease</td><td>12.4-ounce Powder</td><td>18 Each</td></tr><tr><td>Infant Formula</td><td>Enfamil Prosobee</td><td>12.9-ounce Powder</td><td>12 Each</td></tr></table> Note: Minimum stock is per Retailer location.	Food Item Requirements	Brand/ Variety	Container Size	Minimum Stock of Each Container Size	Infant Formula	Enfamil Premium Infant	13-ounce Concentrate	32 Each	Infant Formula	Enfamil Prosobee	13-ounce Concentrate	12 Each	Infant Formula	Enfamil Premium Infant	12.5-ounce Powder	24 Each	Infant Formula	Enfamil Gentlease	12.4-ounce Powder	18 Each	Infant Formula	Enfamil Prosobee	12.9-ounce Powder	12 Each
Food Item Requirements	Brand/ Variety	Container Size	Minimum Stock of Each Container Size																							
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26	Section 1.2.2 WIC Issuance of Infant Formula	WIC Services cannot guarantee that all vouchers sent to program Participants will be Redeemed. Currently 10% of all WIC Services vouchers are not Redeemed by program Participants. A. Please explain the State's partial redemption process. Once a Participant receives their WIC checks and leaves the clinic, they have the freedom to use/cash all or none of their checks. For the period of February 1, 2017 through July 31, 2017 the percentage of WIC checks issued to participants in New Jersey and not redeemed was 14-15%. Please reference pages 5-8 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." B. Also, confirm that the contracted manufacturer will not be paying rebates on the vouchers that are not redeemed by participants. The State confirms that the Vendor {Contractor} will not pay rebates on checks that are not redeemed by Participants. Please reference page 10 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."																								
27	Section 1.2.3 Notification of Rebate Infant Formula	The transition period for a new contract is an important, material provision of this solicitation and the resulting contract. We therefore request the State outline the transition process it will utilize if there is a new supplier of infant formula. We request a response to the following questions: A. Will participants entering the WIC clinic (or certified) on or after January 2, 2018 receive Food Instruments for January, February, and March that include the existing Vendor's products, or will only the January and February Food Instruments cover the existing Vendor's products and the March Food Instrument cover the new Vendor's																								

#	RFP Section Reference	Question (Bolded) and Answer
		products? Upon the successful award of the Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}, there will be a period of time where the State is contracted with the Vendor {Contractor} awarded under this Bid Solicitation {RFP}, but there are still active checks with the prior infant formula provider. WIC Services issues Participants benefit checks on a three (3) month basis. The new Vendor {Contractor} will in no way be responsible to rebate another manufacturer's product. Conversely, the outgoing infant formula provider will still provide a rebate on its own formula products that have already been issued. During this period of transition, the newly awarded Vendor's {Contractor's} products will be made available. B. Are participants required to visit the clinic in order to receive additional Food Instruments? Please provide general information on participant requirements for visiting the clinic during the first year in which an infant receives WIC benefits. c) Please provide more details on the Food Instrument issuance process to be used during the contract transition. Participants are required to visit the clinic to receive food instruments. DOH currently has a 6-month certification period for all WIC statuses, and most Participants receive three (3) months of checks at each visit. During the transition period, Participants will continue to receive the current contractor's formula until the new Blanket P.O. {Contract} goes into effect. For example, based on a Participant's check pick-up cycle, a Participant may receive two (2) months of current contract formula and receive the new Blanket P.O. {Contract} formula for the third month.
28	Section 1.2.3 Notification of Rebate Infant Formula	When does the State anticipate providing notification to health care providers, local WIC agencies, participants, and retailers? We request the State agree to provide such notification at least 75 days prior to the start of the new contract. Will the State agree to this notification requirement? The State will notify health care providers, local WIC agencies, Participants, and retailers of the Infant Formulas to be provided under the Blanket P.O. {Contract} after Blanket P.O. {Contract} award and prior to the transition period. Please reference the answer to question #27 of this Bid Amendment {Addendum} for additional information regarding the transition.
29	Section 1.2.3 Notification of Rebate Infant Formula	Will the State provide a timeline when it intends to notify the health care providers, Local WIC Agencies, Participants and WIC Retailers of the Infant Formulas to be provided under this Contract, along with official notification of any changes to the Infant Formulas being provided during the term of this Contract. a. If there is a change in the manufacturer, we request the State to notify its authorized vendors 90 days prior to the start date of the contract to ensure adequate time for vendors to place orders for the new contract formulas? Please reference the answer to questions #27 and 28, of this Bid Amendment {Addendum}.
30	Section 1.2.4 Database of WIC Retailers	A. How many WIC over 50% vendors are authorized in New Jersey? As specified in Bid Solicitation {RFP} Section 1.2.4, <i>Database of WIC Retailers</i>, "it is the policy of WIC Services to not allow into the WIC Program, retailers that would derive 50% or more of its business from WIC Participants." B. Please provide the WIC vendors' minimum stocking requirements per peer group. Please reference the answer to question #25, of this Bid Amendment {Addendum}. C. What are the top 5 retail chains within the State? In July 2017, data provided by the Department of Health (DOH) demonstrated that the top five (5) State retail chains that accept WIC checks are:

#	RFP Section Reference	Question (Bolded) and Answer												
		1. ShopRite; 2. Stop & Shop; 3. Acme; 4. Walmart; and 5. Target.												
31	Section 1.2.4 Database of WIC Retailers	What are the top five (5) WIC retailers measured by the percentage of WIC food volume (i.e., redeemed food instruments). In September 2017, data provided by the Department of Health (DOH) that the top five (5) WIC retailers, when measured by the percentage of WIC Food Volume are: 1. Kollel Food Store; 2. Fine Fare Supermarket; 3. SLG Store Inc.; 4. NPGS Jackson; and 5. Twin City Supermarket.												
32	Section 1.2.4 Database of WIC Retailers	How many authorized [retail] vendors have been disqualified for fraud or other serious violations of its retail agreement in each of the last five years? There were no Retailors disqualified for fraud in the past five (5) years. The number of Retailors disqualified for serious violations are listed below: <table><tr><th>Year</th><th># of Vendors Disqualified for Serious Violations</th></tr><tr><td>2013</td><td>9</td></tr><tr><td>2014</td><td>8</td></tr><tr><td>2015</td><td>3</td></tr><tr><td>2016</td><td>14</td></tr><tr><td>2017</td><td>14 (to date)</td></tr></table>	Year	# of Vendors Disqualified for Serious Violations	2013	9	2014	8	2015	3	2016	14	2017	14 (to date)
Year	# of Vendors Disqualified for Serious Violations													
2013	9													
2014	8													
2015	3													
2016	14													
2017	14 (to date)													
33	Section 1.2.4 Database of WIC Retailers	Have there been any documented instances of trafficking or other fraud involving infant formula, or instances in which fraudulent transactions involving authorized WIC vendors have been identified during the last five years? No, there have not been any documented instances of trafficking or other fraud involving infant formula, or instances in which fraudulent transactions involving authorized WIC vendors have been identified during the last five (5) years.												
34	Section 1.2.5 Monthly Infant Formula Rebate	Will the State include Issuance versus redemption data on the invoices broken into issuance months and redemption months? Infant Formula Rebate Invoices include the number of: A. Formula units sold; B. WIC checks redeemed; and C. WIC participants that received the formula for each type of rebated formula (see attached invoices) by issue month. Since rebates are only billed for units sold, and not issued, the State will not include issuance data on the invoices.												
35	Section 1.3.1 Electronic	Please confirm the questions and answers will be incorporated and made a part of the final contract resulting from this bid solicitation.												

#	RFP Section Reference	Question (Bolded) and Answer
	Question & Answer Period	Yes, answers to questions posed during the Electronic Question & Answer (eQ&A) period and any subsequent revisions to the Bid Solicitation {RFP} are made a part of the final Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.
36	Section 1.3.1 Electronic Question & Answer Period	Please provide the date when the State will provide or post answers to Bidder's questions. We would like to confirm that we may maintain contact during the bid period with the New Jersey WIC's Nutrition and/or Vendor staff for matters relating to infant cereal or baby food. Any communication would not involve the current infant formula bid. The State will post the answers to questions asked during the Electronic Question and Answer period at least seven (7) business days prior to bid opening. Additionally, WIC Services may maintain communication with Vendors regarding all matters not related to this Bid Solicitation {RFP}.
37	Section 1.3.1 Electronic Question & Answer Period	Because of the amount of analysis and approvals required for a contract of this size, please confirm the State will allow 10 business days between the day responses to questions are published and the bid due/opening date. If answers are not provided 10 business days prior to the scheduled bid due date, please revise the bid due date to be 10 business days after answers are posted. The State will allow at least seven (7) business days from the time of advertisement of the Bid Amendment addressing questions posed during the eQ&A period and the opening of the Bid Solicitation {RFP}.
38	Section 1.3.1 Electronic Question & Answer Period	A. Please confirm that all prospective bidders will receive all questions submitted, along with the responses from the State, from all bidders that have submitted questions. All prospective Vendors {Bidders} will have access to the Bid Amendment {Addendum} outlining all questions submitted and all answers via NJSTART. B. Please also confirm that the answers to the questions will be posted online via an addendum and will thus become part of the contract. Yes, answers to questions received will be posted via a Bid Amendment {Addendum}. Additionally, any Bid Amendment {Addendum} to this Bid Solicitation {RFP} will become part of this Bid Solicitation {RFP} and part of any Blanket P.O. {Contract} awarded as a result of this Bid Solicitation {RFP}. C. Also, what document takes precedence if there is a discrepancy between what is reflected in the IFB and Q&A responses? Answers to Q&A responses that require an amendment to the Bid Solicitation {RFP} are incorporated into the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." In the event that there is a discrepancy between the Bid Solicitation {RFP} and the Q&A responses, the response will take precedence. Additionally, please refer to Bid Solicitation {RFP} Section 5.1, <i>Precedence of Special Contractual Terms and Conditions</i>.
39	Section 1.3.1.1 Exceptions to the State of NJ Standard Terms and Conditions	What are the mandatory requirements referenced in this section? Please specify which provisions are considered mandatory requirements. In accordance with Bid Solicitation {RFP} Section 2.2, <i>General Definitions</i>, the State's use of the words "shall" and "must" in this Bid Solicitation {"RFP"}, denotes that which is a mandatory requirement. Additionally, please reference Bid Solicitation {RFP} Section 9.0, <i>State of NJ Standard Terms and Conditions</i>. Vendors {Bidders} are cautioned to review all parts of the Bid Solicitation {RFP} and its attachments to ensure compliance with all mandatory submissions and requirements.
40	Section 1.3.2 Submission of Quotes	This section states bid may be submitted electronically or via hard copy. According to the Federal Regulation §246.16a - "Infant formula and authorized foods cost containment" section (c)(ii) in a single-supplier competitive bid system for infant formula rebate

#	RFP Section Reference	Question (Bolded) and Answer
		contracts, the State Agency must "Publically open and read all bids aloud on the day the bids are due." Please advise how NJ WIC will comply with Federal Regulations and "publically open" electronic bid submissions. Also, please identify everyone who has access to bids once they have been submitted on-line, prior to the official bid submission deadline. Please explain the steps taken to restrict access to bids to those persons identified in response to the question above. Please be advised that the bid opening process is independently completed by the Department of the Treasury, Division of Purchase & Property (Division), Proposal Review Unit. It is noted that the State's eProcurement system, NJSTART, restricts access to submitted electronic Quotes {Proposals} until the actual Bid Opening date/time.
41	Section 1.3.2 Submission of Quotes	Please provide a name, phone number, and email address of an individual that will be contacted to be certain that a bid package has been received. Vendors {Bidders} submitting a hard copy Quote {Proposal} via an independent carrier should request a delivery confirmation from the carrier. In the event that the Vendor {Bidder} cannot confirm delivery via its selected carrier. Vendor {Bidder} can contact the Division's receptionist at 609.292.4700, Monday –Friday, between the hours of 9:00 am and 5:00 pm (ET). It is solely the Vendor's {Bidder's} responsibility to ensure Quotes {Proposals} are delivered at or prior to the deadline.
42	Section 1.4.1 Bid Amendment {Addenda}: Revisions to this Bid Solicitation {RFP}	If any addenda are issued, will they be required to be signed and submitted with a bid proposal? The Vendor {Bidder} will not be required to sign and/or submit any Bid Amendment {Addenda} posted as a result of this Bid Solicitation {RFP}. However, it is noted that it is the sole responsibility of the Vendor {Bidder} to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the Bid Solicitation {RFP} and/or the SSTC relative to this Bid Solicitation {RFP}, as set forth in all Bid Amendments {Addenda}.
43	Section 1.4.4 Contents of Proposal	In the last paragraph of this section it states the pricing information for this bid solicitation "must be made public to allow all eligible purchasing entities access to the pricing information." Please confirm NJ WIC Services is the only entity that will be seeking infant formula under the terms of this solicitation. Please further confirm the provision on page 19 of this RFP (Using Agency[ies]) is not applicable to this WIC rebate contract. By definition (Reference Section 2.2 of the Bid Solicitation {RFP} (p.19)), NJ WIC Services is a Using Agency and as such the term is applicable to this procurement. However, WIC Services will be the only Using Agency eligible to utilize the services provided under the terms of this Bid Solicitation {RFP} and its resulting Blanket P.O. {Contract}. Additionally, it is noted that submitted pricing will still be viewable by other Using Agencies.
44	Section 1.4.5 Announcement of Quote {Proposal} Information	This section states on the date and time Quotes are due all information submitted may be publically announced. According to the Federal Regulation §246.16a - "Infant formula and authorized foods cost containment" section (c)(ii) in a single-supplier competitive bid system for infant formula rebate contracts, the State Agency must "Publically open and read all bids aloud on the day the bids are due." A. Please confirm bids will be opened publically in front of representatives that are attending the public bid opening. Yes, submitted Quotes {Proposals} will be opened publically in front of representatives that are attending the public bid opening. Please reference page 14 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." B. Also, please provide the room location for the bid opening and a call-in number where bidders can call into listen to the public bid opening.

#	RFP Section Reference	Question (Bolded) and Answer
		The Bid Opening will be held at: Bid Opening Room – 9TH FLOOR DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 It is noted that a call-in number is not available. Prospective Vendors {Bidders} may attend the public bid opening in person.
45	Section 1.4.5 Announcement of Quote {Proposal} Information	Please provide the address and room number for the bid opening. Would the State be willing to provide a call-in number for those bidders who are unable to attend the bid opening in person? Lastly, please confirm the State will read aloud the relevant information from the bid sheets, including the product name being bid, unit size, Reconstituted ounce per unit, wholesale price per unit, rebate per unit, net cost per unit, percentage rebate (discount), the Total Net Cost for each product form, and the Total Net Cost per Month. Please reference the answer to question #44 of this Bid Amendment {Addendum}. Additionally, all information provided on the Vendor's {Bidder's} submitted Infant Formula Rebate Tabulation Sheet (Price Schedule) will be read during the bid opening.
46	Section 1.4.5 Announcement of Quote {Proposal} Information	Please confirm the following information will be read from the Price Schedule at the public bid opening: Vendor Name, Product Name Being Bid, Unit Size, Reconstituted Ounce per Unit, Lowest Wholesale Full Truckload Price Per Unit, Rebate Bid Per Unit, Net Cost, Percent Rebate and Total Net Cost Per Month (from page 2 of 2). Please reference the answer to question #45 of this Bid Amendment {Addendum}.
47	Section 1.4.5 Announcement of Quote {Proposal} Information	A. Per Federal Regulations, "The State agency must publicly open and read all bids aloud on the day the bids are due." Please confirm that there will be a public opening. Please supply the date, time, and location of the public opening. Yes, the State will open and publically read the submitted Quotes {Proposals} on the day they are due. As referenced on the cover page of the Bid Solicitation {RFP}, the Quote {Proposal} Submission Date (bid opening) is November 30, 2017, at 2:00 pm (ET). B. Please confirm the state will read aloud company name, product brand name, unit size, reconstituted ounces per unit, wholesale price per unit, rebate bid per unit, net cost per unit, percent rebate, and total monthly net cost. Please reference the answer to question # 44 for additional information. C. In the event of a tie, how will the state determine the RFP winner? In the event of a tie, the State will first rely on the provisions set forth in the Bid Solicitation {RFP}. Additionally, please reference the answers to questions 119-120 of this Bid Amendment. It is noted that the <i>Infant Formula Rebate Tab Sheet (Price Schedule)</i> is formatted to three (3) decimal places decreasing, if not eliminating the chance of a tie. D. In case of a protest, what is the procedure and the appropriate timeframe for submitting a protest? Also, please confirm that all bidders will be notified in the event of a bid protest. In the event that an individual would like to challenge the intended award of a Blanket P.O. {Contract}, it should submit a formal request in accordance with the Division's Administrative Regulations, N.J.A.C. 17:12-3.3., within the allotted protest period, as demonstrated within the Bid Solicitation's {RFP's} Notice of Intent to Award. Letters of Protest must be received by the protest period end date and may be submitted to the following three (3) addresses

#	RFP Section Reference	Question (Bolded) and Answer
		ONLY: (1) email at dpp.protest@treas.nj.gov; (2) facsimile at 609-984-2575; or (3) mail or courier to: Attn: Hearing Unit, Division of Purchase and Property 33 West State St. P.O. Box 039, Trenton, NJ 08625-0039. The Bureau does not notify all Vendors {Bidders} when a protest is submitted.
48	Section 1.4.5 Announcement of Quote {Proposal} Information	This section states "all information concerning the proposals submitted may be publicly announced and shall be available for inspection and copying." Please describe the process required to inspect and /or copy proposal information. In the event that a Vendor {Bidder} would like to inspect and /or copy Quote {Proposal} information, it would be able to do so after the issuance of the Notice of Intent to Award (Notice). Upon receipt of the Notice, the Vendor {Bidder} could submit a written/email request to the Bureau utilizing the instructions included in the Notice.
49	Section 1.4.5(B) Announcement of Quote {Proposal} Information	A. Please confirm negotiation is not being contemplated for this WIC Infant Formula Bid. If unable to confirm, please explain what is meant by "negotiation." What terms and conditions might be negotiated? The State confirms that negotiation is not applicable to this procurement. Please reference page 14 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." B. Please confirm rebate pricing will not be negotiated after bids are submitted. Please reference the answer to Part "A" of this question. C. Please confirm that the contract award will go to the manufacturer providing the state the lowest total monthly net cost as indicated on the price schedule. Please reference the answer to question #3 of this Bid Amendment {Addendum}.
50	Section 3.1 Essential Requirements	Does the State intend to continue issuing non-contract, non-exempt formulas during the duration of this contract? The State intends to continue issuing non-rebate, non-exempt formulas if there is a child tolerance issue (with medical justification) or religious practice.
51	Section 3.3 Infant Formula	Would the State consider limiting authorized products to powder and ready-to-feed forms? Powdered infant formula is more cost-effective and the RTF form is available to those who have issues with water quality. The State does not accept the proposed modification to the Bid Solicitation {RFP}.
52	Section 3.3.1 Infant Formula Specifications	A. Please confirm that the State is aware that the USDA has made a correction to regulations that provides for non-exempt formulas that are less than 20 kcal fl. oz. to be provided and rebated through the WIC program with a prescriber's authorization. The State is aware of the USDA's modification. B. Abbott produces several non-exempt alternates to the primary contracted formulas that are ~19 kcal/fl. oz. that are widely used and rebated in states where Abbott holds the contract. Should Abbott be the successful bidder on this contract, please confirm that these ~19 kcal/fl. oz. formulas would be allowable and utilized ahead of non-contract non-exempt, or exempt formulas.

#	RFP Section Reference	Question (Bolded) and Answer
		The State confirms that the referenced formula would be allowable and would be considered ahead of non-contract, non-exempt, or exempt formulas.
53	Section 3.3.1 Infant Formula Specifications	Please confirm the State will only issue infant formulas that meet all the requirements specified in this section. There are currently several infant formulas on the market that do not meet the minimum WIC requirements specified in Table 4 at 7 CFR 246.10(e). The State confirms. Additionally, please reference the answer to question #22, of this Bid Amendment {Addendum}.
54	Section 3.5 Reformulation/ Product Substitutions/ Changes in Labeling and Packing	A. Under what circumstances might WIC Services withhold approval of a Vendor's new primary contract infant formula or other infant formula products? Infant formula is the most heavily regulated product on the market and must meet stringent nutrition and manufacturing requirements. If the new Rebate-Eligible Infant formula (primary) or other infant formula products are USDA and FDA approved and meet the definition of Rebate-Eligible formula, WIC Services does not anticipate any circumstances where it would withhold approval, if notified in a timely manner. However, the time frame necessary to implement the new formula distribution (revise in computer system, retailer notification, revising and printing forms and Participant flyers, clinic training, etc.) may cause a delay. The State emphasizes the importance of the awarded Vendor {Contractor} communicating new product launches in a timely manner to prevent these delays. B. Please confirm the State will not unreasonably withhold approval of any new primary contract brand infant formula that meets all of USDA's minimum WIC requirements, including the requirements specified in Table 4 of USDA's regulations at 7 CFR 246.10(e). Please reference the answer to Part "A" of this question.
55	Section 3.5 Reformulation/ Product Substitutions/ Changes in Labeling and Packing	On what basis would the State deny an infant formula that was reformulated? Since manufacturers are not making product solely for the State, to allow the State to have "sole right to make final determination of what constitutes an acceptable change, replacement, substitution, or alternative" is not practical. Manufacturing a product formulated for and distributed only in the State could dramatically affect a manufacturer's ability to execute the requirements of this contract. Please remove this provision. If not removed, please provide the reasons that the State feels that this provision is in the best interest of the Department, the State, WIC infant participants and the contractor. The State would deny a reformulation if it failed to meet the minimum requirements set forth by the USDA WIC program. The provision of the 90 calendar days advance written notification prior to implementation of any product substitutions, changes in formulation of Infant Formulas, as well as changes in packaging, unit size, and labeling is in the best interest of all involved as it provides an opportunity for the State and the Vendor {Contractor} to discuss the proposed changes and ensure that they are in accordance with USDA regulations. The State recognizes customary industry practice; however, WIC Services has the responsibility of providing benefits to its Participants and needs to be involved in the decision making process. Although the State has the "sole right to make final determination....," if it will offer the Vendor's {Contractor's} awarded product, that determination is made in collaboration with the awarded Vendor {Contractor}.
56	Section 3.5 Reformulation/ Product Substitutions/ Changes in Labeling and Packing	A. Please increase the notification period to 120 days. The awarded Vendor {Contractor} may provide an increased notification period of 120 calendar days. The Bid Solicitation {RFP} has been modified to demonstrate, "at least 90 calendar days". Please reference the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." B. Since manufacturers are not making product solely for the State, to have "sole right to make final determination of what constitutes an acceptable change, replacement,

#	RFP Section Reference	Question (Bolded) and Answer
		substitution, or alternative Infant Formula as part of the WIC Program," is not practical. Manufacturing a product formulated for and distributed only in the State could dramatically affect a manufacturer's ability to execute the requirements of this contract. Please remove this section. Please reference the answer to question # 55 of this Bid Amendment {Addendum}. C. Please provide the reasons that the State feels that this provision is needed. Infant formulas sold in the US must meet the requirements of the Infant Formula Act as outlined and managed by the FDA. Please reference the answer to question # 55 of this Bid Amendment {Addendum}. Additionally, the State is aware that Infant formula must meet the requirements of the Infant Formula Act as outlined and managed by the FDA; however, the State, as the vehicle in which the WIC Program is administered in NJ, has additional requirements that take into account the needs and concerns of the Participants in the NJ WIC Program.
57	Section 3.5.1 Product Substitution	Will the State agree to first substitute an alternate brand or product of the Vendor's formula in instances of potential product shortages prior to substituting with a non-contract brand? In accordance with Bid Solicitation {RFP} Section 3.5.1, <i>Product Substitution</i>, in the event that the Vendor {Contractor} needs to substitute a formula due to a shortage or mandatory/voluntary recall, the Vendor's {Contractor's} substitute of first order shall be a different physical form of its unavailable formula (e.g. powder versus liquid concentrate). The Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP} requires that specific formulas be available, if the contractor does not have an alternate physical form of the recalled, discontinued, or formula currently in shortage, it is the State's right to seek a non -contract brand. Due to the nutritional requirements of the WIC Program in NJ, the State cannot and will not substitute an alternate brand or product in the Vendor's {Contractor's} lineup of products, and will seek another manufacturer to provide the specific formula needed. All provisions set forth within the Bid Solicitation {RFP} will stand. Please review the above referenced section for additional information.
58	Section 3.5.1 Product Substitution	Please confirm that the State would substitute an appropriate alternate brand of the Contractor's product line prior to issuing a non-contract brand. Please reference the answer to question #57 of this Bid Amendment {Addendum}. If not confirmed, please list all of the reasons why the state will not substitute an appropriate alternate brand of the contracted infant formula prior to issuing a non-contract brand. Please reference the answer to question #57 of this Bid Amendment {Addendum}.
59	Section 3.5.1 Product Substitution	Please confirm that should there be a shortage or recall of products, the state will first issue a different physical form of the contractor's formula, secondly, consider issuing another sub brand of rebate eligible formula of the contracted manufacturer prior to issuing another manufacturer's formula and seeking a rebate from the contractor. Please reference the answer to question #57 of this Bid Amendment {Addendum}.
60	Section 3.5.1 Product Substitution	On what basis would the State deny approval for a replacement for the primary brand? Since manufacturers are not making product solely for the State, to allow the State to have approval a replacement product is not practical. Manufacturing a product formulated for and distributed only in the State could dramatically affect a manufacturer's ability to execute the requirements of this contract. Please remove this provision. If not removed, please provide the reasons that the State feels that this provision is in the best interest of the Department, the State, WIC infant participants and the contractor. Please reference the answer to questions #55-57 of this Bid Amendment {Addendum}.

#	RFP Section Reference	Question (Bolded) and Answer
61	Section 3.6.1 Price Adjustments	Price Adjustments - This section states: "All price adjustments must be submitted to the SCM and subsequently the Director for final approval prior to the implementation of the price adjustment." We request this provision be amended to be consistent with requirements of WIC infant formula rebate contracts. Upon notification to the State of a price increase, the infant formula Vendor cannot wait for approval from the State prior to implementing price changes. These products and the pricing are provided throughout the country and all price increases must be implemented consistently throughout the country. Therefore, we urge the State to remove "for final approval" in the phrase quoted above. The State accepts the proposed modification to the Bid Solicitation {RFP}. Please reference page 25 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
62	Section 3.6.1 Price Adjustments	Pricing actions by a manufacturer are done at a national level. Obtaining approvals by an individual state are not realistic and not material to a WIC Infant Formula Rebate contract since the net cost per unit remains the same throughout the term of the contract regardless of pricing actions. Please confirm the State is not requesting to have approval before a price change by a manufacturer that affects the entire country could be implemented. If confirmed, please remove this provision. If not confirmed, please provide the reasoning for an approval process when the State is not materially impacted for a price change since the net cost to the state stays the same. Please reference the answer to question #61 of this Bid Amendment {Addendum}.
63	Section 3.6.2 Rebate Payment Scheduling & Submission to WIC Services	Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier. This is a request for legal advice and should be discussed with the requestors legal counsel. Additionally, please reference page 26 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
64	Section 3.6.2 Rebate Payment Scheduling & Submission to WIC Services	A. Please confirm that if the State is late in submitting the rebate invoice, the 30-day clock countdown will start when the invoice has been received by the contractor In the event that WIC Services is late submitting the rebate invoice to the Vendor {Contractor}, the Vendor {Contractor} shall be allowed a grace period of the same amount of days in which the invoice was late to remit the rebate payment. Please reference page 26 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." B. Also, confirm that the ninety (90) calendar day dispute period does not include disputes which may arise due to fraud or other illegal activities. The 90-calendar day dispute period shall not apply to disputes which may arise due to fraud or other illegal activities of Participants or WIC Retailers. C. Confirm that the State will provide vendor redemption data to the Contractor when issues of fraud arise. Confirmed, the State will provide Retailer redemption data to the Vendor {Contractor} when issues of fraud arise. D. Please confirm the State will work with the Contractor to provide such data in instances in which rebates have been paid for contracted products based on fraudulent transactions that involve infant formula. In the event of fraud or other illegal activities involving Participants or WIC Retailers and not involving the Vendor {Contractor}, the State would apply to the U.S.D.A for guidance on how to address the situation and would be guided accordingly.

#	RFP Section Reference	Question (Bolded) and Answer
		E. Please confirm the State agrees to discuss with the Contractor appropriate means for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer. Confirmed, the State will discuss with the Vendor {Contractor} the appropriate means for addressing payment issues. F. Please confirm the State will partner with the Contractor on recovery in instances where fraud has been discovered, and it has been further determined the manufacturer was overbilled for infant formula. Confirmed, the State will take reasonable steps to assist the Vendor {Contractor} in occurrences where it has been determined that the Vendor {Contractor} was overbilled. However, please reference the answer to question #64(D) of this Bid Amendment {Addendum}.
65	Section 3.6.2 Rebate Payment Scheduling & Submission to WIC Services	We have the following questions regarding this section: A. Please confirm these provisions apply only to disputes involving mathematical or other obvious errors on the invoice. Please reference the answer to question #64(A) of this Bid Amendment {Addendum}. B. Please confirm the State will only bill the Vendor for rebates on containers of infant formula lawfully purchased at authorized retail vendors by WIC participants. It is the State's intent to only bill the Vendor {Contractor} for rebates on units of infant formula lawfully purchased at authorized retailers, by WIC participants. C. We request the State agree to discuss with the Vendor awarded this contract appropriate contract language for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer. Please confirm the State Agencies will work with the Vendor to address this issue. In the event of fraud or other illegal activities involving Participants or WIC Retailers and not involving the Vendor {Contractor}, the State would apply to the U.S.D.A for guidance on how to address the situation and would be guided accordingly. D. Please confirm this provision applies to the State as well i.e., if the State does not notify the Vendor of any dispute or error in the rebate invoice within 90 days, the State waives its right to receive additional funds resulting from a dispute or under billing error. The State does not agree to a waive its rights under Section 3.6.2 of the Bid Solicitation {RFP}. We request the State amend the language in this section regarding settling disputes by closeout of the Federal Fiscal Year. We request the phrase "Rebate was earned" be replaced with "dispute relates." There may be instances in which disputes do not become known until after a fiscal year has closed out. We urge the State to make this change. The State does not accept the proposed modification to the Bid Solicitation {RFP}. Additionally, please reference the answer to question #63 of this Bid Amendment {Addendum}. E. Please confirm these dispute provisions do not apply to instances in which fraud has been uncovered that directly affects the rebates paid by the Vendor for infant formula. Bid Solicitation {RFP} Section 3.6.2 governs disputes arising from invoices of rebate

#	RFP Section Reference	Question (Bolded) and Answer
		payments. Additionally, please reference the answer to question #634(A) of this Bid Amendment {Addendum}.
66	Section 3.6.2 Rebate Payment Scheduling & Submission to WIC Services	A. How many vendors have been disqualified due to fraud issues in the last three years? Please reference the answer to question #32, of this Bid Amendment {Addendum}. B. Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing. If not confirmed, please explain why such a time limit is appropriate. Please reference the answer to question #63 of this Bid Amendment {Addendum}. C. Please explain the State's processes to identify and curb fraud to include employee fraud and vendor fraud, like that which occurred in Newark from 2005-2007. In this instance, the state unknowingly sought rebates on infant formula that was not sold. The state sought restitution from the vendors and former WIC employees who committed this fraud. However, the state did not attempt to inform or make restitution to their harmed contractor. Please explain how this large-scale fraud in Newark changed the oversight of both employees and vendors of the NJ WIC program. The State has implemented the following oversight procedures: 1. Each check is reconciled to a Participant on a monthly basis; 2. Check stock is required to be placed in a locked location and handled by a designated individual within the WIC clinic; 3. Retailer compliance guidelines for participation in the program were modified; 4. Retailers are subject to frequent Compliance buys to make sure they are within the program's rules and regulations; and 5. The WIC Services banking institution also assists in identifying and preventing potential issues that may occur. D. Can the State confirm that it conducts compliance buys to ensure that formula is handled correctly at the retail level? Please reference the answer to part "C" of this question. E. How many stores receive compliance buys each year? The Number of compliance buys each year varies. F. Please provide details of the State's fiscal year. The State's fiscal year begins on July 1st and ends on June 30th of the following year.
67	Section 3.6.3 Rebate Invoice Scheduling & Payment to Vendor {Contractor}	Please confirm the State will only bill the Vendor and request payment for infant formula that is lawfully purchased by WIC participants at authorized retail vendors. Please further confirm the State will not bill the Vendor and request payment for infant formula fraudulently redeemed by retailers participating in trafficking schemes with participants or other fraudulent activities. The State does not intend to bill or request a rebate payment for infant formula that is fraudulently redeemed by retailers. However, there can be no guarantee that the State will discover fraudulent activities of Participants or WIC Retailers before it bills the Vendor {Contractor}. As previously referenced in the answer question #66, the State has implemented oversight procedures.
68	Section 3.6.3 Rebate Invoice Scheduling &	As this RFP will result in a rebate contract, please confirm that the State will never issue a P.O and any mention of a P.O does not apply.

#	RFP Section Reference	Question (Bolded) and Answer
	Payment to Vendor {Contractor}	This is correct, the State will not issue a purchase order as a result of this Bid Solicitation {RFP} and any reference to the issuance of a purchase order, does not apply.
69	Section 4.3.2 Hard Copy Submission	Please confirm the State is requesting a manufacturer to submit three separate CD, DVD or USB drives with their bid proposal - 2 disks/drives that each include a complete and exact copy of the original Quote saved as a PDF and 1 disk/drive that includes one (1) complete and exact copy of the original price schedule in Excel. Yes, If the Vendor {Bidder} chooses to submit a hard copy quote, the Vendor {Bidder} must submit the following: A. One (1) complete Quote {Proposal}, comprising all volumes and including original, physical signature, clearly marked as the "ORIGINAL" Quote {Proposal}; B. Two (2) complete and exact ELECTRONIC copies of the original Quote {Proposal} in PDF file format on CD, DVD, or USB Drive. These should be cover to cover copies, and should not be password protected. THE PRICE SCHEDULE (VOLUME 3) SHALL NOT BE INCLUDED ON THIS ELECTRONIC COPY; and C. One (1) complete and exact ELECTRONIC copy of the original price schedule (Volume 3) in Microsoft Excel file format on CD, DVD, or USB Drive. This should be a cover to cover copy, and should not be password protected.
70	Section 4.3.2 Hard Copy Submission	Please provide the address and room number for bids that will be hand delivered and not mailed through the USPS or other private carriers. In accordance with Bid Solicitation {RFP} Section 4.3.2, <i>Hard Copy</i>, "Hard copy Quote {Proposal} must be submitted to the physical location noted below: PROPOSAL RECEIVING ROOM – 9TH FLOOR DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Division are available on the web at http://www.state.nj.us/treasury/purchase/directions.shtml." Please reference the aforementioned Section of the Bid Solicitation {RFP} for additional information.
71	Section 4.3.2 Hard Copy Submission	Will the state consider having manufacturers submit paper copies of the original instead of electronic copies? If not considered, please confirm that the bidder must submit the following proposal: a. 1 complete paper original (marked original) b. 2 electronic copies of the original (marked as copies) c. 1 Electronic Price Schedule? (also marked as a copy) Please reference the answer to question #69 of this Bid Amendment {Addendum}.
72	Section 4.3.2 Hard Copy Submission	Please provide a checklist of all documents that must be included for the submission to be deemed responsive. Please reference Bid Solicitation {RFP} Sections 4.0, Quote {Proposal} Preparation & Submission and the Vendor {Bidder} Procurement Checklist attached to the Bid Solicitation {RFP}.
73	Section 4.3.2 Hard Copy Submission	Please specify how much additional time is required for direct delivery to the procurement office if a bid package would be arriving via UPS or FedEx. The State cannot provide a time span/frame for the delivery of a Vendor's {Bidder's} submission. If using a carrier service, it should be addressed as demonstrated in Section 4.3.2, <i>Hard Copy of the Bid Solicitation {RFP}</i>, to ensure that it is delivered directly to the Proposal Receiving Room.

#	RFP Section Reference	Question (Bolded) and Answer
		Vendors {Bidders} submitting hard copy Quotes {Proposals} are cautioned to allow adequate delivery time to ensure timely delivery of Quotes {Proposals}.
74	Section 4.4 Organizational Support & Experience	This section requests a bidder to include in Volume 2, Section 3 Organizational Support and Experience. Section 4.4.4 on Page 40, states Organizational Support and Experience is not applicable to this procurement. Please confirm a bid proposal does not require this information. In accordance with the Bid Solicitation {RFP} Section 4.4.4, <i>Organizational Support & Experience</i>, is not applicable to this procurement.
75	Section 4.4.1. Offer and Acceptance Page {Signatory Page}	Is a Certificate of Incumbency required to show that the person signing is an authorized representative of the bidder? In accordance with Section 4.4.1.1, the Offer and Acceptance Page {Signatory Page} must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page {Signatory Page} must be signed by a general partner. If the Vendor {Bidder} is a joint venture, the Offer and Acceptance Page {Signatory Page} must be signed by a principal of each party to the joint venture. No additional information is required by the State to show authenticity.
76	Section 4.4.1.3 Subcontractor Utilization Plan	Please confirm that the subcontractor utilization plan form is not required in a bid proposal if no subcontractors will be utilized specific to this contract. If the Vendor {Bidder} is not intending to use a Subcontractor it does not need to submit a Subcontractor Utilization Plan form.
77	Section 4.4.3. Submittals	Please advise if the bidder's entire price list is required or just the products that are bid. The Vendor {Bidder} must submit a Wholesale Price list for the proposed Infant Formula products that it proposed to offer as part of the Blanket P.O. {Contract} resulting from this Bid Solicitation {RFP}.
78	Section 4.4.3. Submittals	Please confirm that signature on the Offer & Acceptance page and Price Schedule is sufficient to certify that all proposed infant formula listed on the Wholesale Price list are in compliance with items D.1 and D.2 of this section. By signing the Infant Formula Rebate Tabulation Sheet (Price Schedule), the Vendor {Bidder} is certifying that the products that it has proposed to offer meet the requirements of Bid Solicitation {RFP} Section 4.4.3 (D)."
79	Section 4.4.3. Submittals	Please confirm that by submitting a proposal with a signed Signatory Page, the bidder is certifying that they are registered with the Secretary of the United States Health and Human Services in accordance with the Federal Food, Drug, and Cosmetic Act. If not confirmed, please provide a detailed list of any documents that would be required to fulfill the requirements of this section. Please also confirm that a product description will suffice as compliance with the aforementioned Act regarding the manufacturers Infant Formulas. Please reference the answer to question #78.
80	Section 4.4.3.3.2 Mobilization Plan	The Vendor {Bidder} must provide a description of the distribution network in place that would allow for the Vendor {Bidder} to provide Infant Formula, directly or via wholesalers and distributors, to all WIC Retailers throughout the State (Reference Attachment #2, State WIC Retailers). Please confirm that the following will meet this requirement: a. Contractor's Distributor list; and b. Contractor's employees' contact information: names, email addresses and phone numbers, who will work directly with the state to help with the transition.

#	RFP Section Reference	Question (Bolded) and Answer
		Please reference page 39 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
81	Section 4.4.4.6 Financial Capability	Is it permissible to provide a copy of the annual report on CD Rom or other electronic device? Yes, this request is permissible.
82	Section 4.4.5 Price Schedule	Please confirm the Vendor {Bidder} is only required to enter \$1.00 unit cost on each price line item on the Items Tab if submitting an electronic bid and that a hardcopy bid does not require submission for this element. Yes, this is correct.
83	Section 4.4.5.3 Use of "No Bid" Versus "No Charge" in the price Sheet/Schedule	This language may not be consistent with historical bidding on WIC infant formula rebate contracts. The language in this section states the Vendor must indicate "No Charge" on the State-supplied price sheet if an item is being supplied free of charge. The next sentence then states: "The use of any other identifier may result in the Vendor's {Bidder's} Quote {Proposal} being deemed non-responsive." There have been recent instances in which bidders have offered infant formula at a 100% or greater discount (i.e. No Charge). However, the method for specifying these bids has been to supply a rebate amount per unit that then calculates the net rebate (discount). The language in this section calls into question whether these types of bids might be deemed non-responsive. Therefore, we request the State remove the references to "No Charge" in this section and delete the second to last sentence in its entirety. The State does not accept this proposed modification to the Bid Solicitation {RFP}. If the Vendor {Bidder} is offering a 100% or greater ("No Charge") rebate, it must enter its Rebate percentage bid per Unit in the attached Price schedule. Please reference page 41 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
84	Section 4.4.5.3 Use of "No Bid" Versus "No Charge" in the price Sheet/Schedule	Per the Federal Regulations, please confirm that bidders must bid on ALL forms (Concentrated liquid, powdered, and ready-to-feed) and that "No Bid" is not a responsive option. Yes, Vendors {Bidders} must bid on all forms listed on the Infant Formula Rebate Tabulation Sheet (Price Schedule). The option of "No Bid" is not applicable to this Bid Solicitation {RFP}.
85	Section 5.2 Blanket P.O. {Contract} Term and Extension Options	We request the State require written mutual consent for contract extensions under this provision. Would the State agree to amend this section accordingly? Bid Solicitation {RFP} Section 5.2, <i>Blanket P.O. {Contract} Term and Extension Options</i>, indicates "This Blanket P.O. {Contract} may be extended up to two (2) years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State."
86	Section 5.2 Blanket P.O. {Contract} Term and Extension Options	A. Please provide additional information regarding the transition from the current Contractor to a potential new contractor. Please reference the answer to question #27 of this Bid Amendment {Addendum}. B. If a participant visits a local WIC agency on February 25, 2018, what will be the "first day to use" date for the food instrument issued to this participant? In the provided example, the "first day to use" date would be February 25, 2018. Additionally, please reference the answer to question #17, of this Bid Amendment {Addendum}. C. Will this participant receive a food instrument for the existing contractor's formula or the new contractor's formula?

#	RFP Section Reference	Question (Bolded) and Answer
		The issued check would depend on the date of the new Blanket P.O. {Contract} award, the completion of the transition, and the subsequent implementation date of the awarded Vendor's {Contractor's} rebate. Please reference the answer to question #27 of this Bid Amendment {Addendum} for additional information. D. Will all participants visiting a local agency in February 2018 receive one food instrument for the current contractor's infant formula and two food instruments for the new contractor's formulas? Please reference the answer to part "C" of this question.
87	Section 5.3 Blanket P.O. {Contract} Transition	Please describe the circumstances in which the state would not have a new contract in place requiring the current Manufacturer to continue a contract under the same terms and conditions. In the event that the repurchase process for this Bid Solicitation {RFP} is not completed or if an individual challenges the notice of intent to award and the protest is upheld, if agreed upon by the incumbent Vendor {Contractor}, the incumbent Vendor {Contractor} would continue the contract under the same terms and conditions until the protest was resolved. Also, please explain why the extension period that the state is currently in with the current manufacturer is 180 days as opposed to the 120 days permissible in federal regulations. Please reference the answer to question #8 of this Bid Amendment {Addendum}.
88	Section 5.3 Blanket P.O. {Contract} Transition	Please confirm this provision is superseded by Sections 5.2 and 5.3 of the RFP. Bid Solicitation {RFP} Sections 5.2, <i>Blanket P.O. {Contract} Term and Extension Options</i> and 5.3, <i>Blanket P.O. {Contract} Transition</i> are independent of each other and invoked for different purposes. These provisions are also independent of Section 5.3 of the State Standard Terms and Conditions.
89	Section 5.13.3 Remedies for Failure to Comply with Material Blanket P.O. {Contract} Requirements	Please confirm the phrase "or the portion thereof on the unpaid Rebate balance" means the State will prorate the interest amount due by the number of days the payment is late? For example, if payment is received 10 days late, will the interest be calculated as one-third of the 1% additional payment? We request the State amend the solicitation to clarify the interest will be prorated. Doing so will encourage prompt payment by the Vendor once it has discovered the payment is overdue. The State confirms that WIC Services will prorate the interest amount due by the number of days the payment is late. Per the provided example, the interest on a ten (10) day late payment would be calculated as one-third of the additional one percent (1%) payment.
90	Section 5.17.1 Indemnification	Please delete this section as this is a Rebate contract and the State will not be remitting P.O.s. The State does not accept the proposed modification to the Bid Solicitation {RFP} or the SSTC. It is noted that Section 5.17.1 does not reference purchase order remittance, but includes language regarding the awarded Blanket P.O. {Contract}.
91	Section 5.17.2 Insurance - Automobile Liability & Worker's Compensation	Please delete the Automobile section as it is not applicable to this solicitation. The State does not accept the proposed modification to the Bid Solicitation {RFP}. Please reference Bid Solicitation {RFP} 5.17.2, <i>Insurance - Automobile Liability & Worker's Compensation</i>, as it currently demonstrates that Section 4.2 of the SSTC regarding insurance is modified with the deletion of the sections regarding Automobile Liability and Worker's Compensation Insurance. Please reference the aforementioned section for additional information.

#	RFP Section Reference	Question (Bolded) and Answer
92	Section 6.2 Director's Right of Final Quote {Proposal} Acceptance	Tie Quotes - this section states tie quotes will be awarded in accordance with <u>N.J.A.C. 17:12-2.10</u>. We urge the State to include a separate tie bid provision in this bid solicitation. The provisions of 17:12-2.10. are not appropriate for a WIC infant formula contract. Therefore, we urge the State to include a more objective tie-breaking provision, such as a coin toss or equivalent objective method for breaking a tie. Please reference the answer to question #47 of this Bid Amendment {Addendum}.
93	Section 6.4 Clarification of Quote {Proposal}/State's Right to Request Further information	Further, the Director reserves the right to request a bidder to explain, in detail, how the proposal price was determined? Please remove this language from this section as the process of arriving at a price is a confidential and proprietary to each manufacturer. The State does not accept the proposed modification to the Bid Solicitation {RFP}.
94	Section 6.6 Oral Presentation	Please delete this section as it is not applicable to this solicitation. Please reference page 51 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17.
95	Section 6.7.2 Director's Right of Final Quote {Proposal} Acceptance	Please clarify and confirm what additional information could be requested in the event of tie bids. How would the State determine the winner if there is a tie bid? Please reference the answer to question #47 of this Bid Amendment {Addendum}.
96	Section 6.7.2 Director's Right of Final Quote {Proposal} Acceptance	Please confirm sealed bid proposal packages will remain unopened until the public bid opening and that any date-stamp would be on the exterior of the sealed package. Yes, this is correct.
97	Section 6.7.2 Director's Right of Final Quote {Proposal} Acceptance	Please describe in detail if and when a proposal would be rejected or awarded in part. A Vendor {Bidder}/Quote {Proposal} deemed as not responsive and/or responsible could be rejected for failing to comply with mandatory requirements including those contained in Section 4.0, <i>Quote {Proposal} Preparation and Submission</i>, of this Bid Solicitation {RFP}. For the purpose of this Bid Solicitation {RFP}, the option to award in part is not applicable.
98	Section 6.7.3 Quote {Proposal} Discrepancies	"Highest Rebate" see our question #37 (Page 5, Section 1.1) - We urge the State to remove the reference to highest rebate. Please reference the answer to question #3, of this Bid Amendment {Addendum}.
99	6.7.4 Evaluation of Quotes {Proposals}	Please provide a date for when the State anticipates awarding this contract. Please confirm all bidders will be notified of the award via email or, if not confirmed, please advise how all bidders will be notified of the award. The State does not have an anticipated date of award or of the notice of intent to award. All Vendors {Bidders} will be notified of the State's intent to award, in writing (via email).
100	Section 6.8 Negotiation & Best & Final Offer (BAFO)	Federal law requires both that a contract be awarded to the responsive and responsible bidder offering the lowest monthly net price for infant formula and that all bids be opened and read aloud at a public proceeding. Given these federal law requirements, the process of negotiation and best and final offers is inappropriate for an infant formula rebate contract and this provision should be removed. Because the law requires that all bids be opened and read aloud at a public proceeding, it would be unfair to allow bidders to submit best and final pricing after being made aware of all other prices submitted by other bidders. Please confirm that this section will be removed. This section has been removed, please reference page 53 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."

#	RFP Section Reference	Question (Bolded) and Answer
101	Section 6.8 Negotiation & Best & Final Offer (BAFO) & Section 6.9 Request for Revision within NJSTART	Please confirm these sections are not applicable to this WIC infant formula rebate contract. Negotiating pricing, submitting best and final offers, and Request for Revision allowing bidders to reduce pricing is not consistent with USDA regulations governing WIC infant formula rebate solicitations. With regard to Section 6.8, please reference the answer to question #100 of this Bid Amendment {Addendum}. With regard to Section 6.9, please reference page 54 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
102	Section 6.8 Negotiation & Best & Final Offer (BAFO) & Section 6.9 Request for Revision within NJSTART	Federal law requires that a contract be awarded to the responsive and responsible bidder offering the lowest monthly net price for infant formula and that all bids be opened and read aloud at a public proceeding. Given these federal law requirements, the process of negotiation and best and final offers is inappropriate here and this provision should be removed. It would be unfair to allow bidders to submit best and final pricing after being made aware of all other prices submitted by other bidders. a. Please confirm that this section will be removed. b. If this section is not removed, please explain the steps the State will take to prevent this unfairness and comply with the federal law. Please reference the answer to question #101 of this Bid Amendment {Addendum}.
103	Section 6.9 Request for Revision within NJSTART	Please delete this section as it does not make the bidding process fair and is not in compliance with federal regulations. The State does not accept the proposed modification to the Bid Solicitation {RFP}. However, it is noted that pursuant to the answer provided in question #100 and the revised Bid Solicitation {RFP}, the State will not request a BAFO or other price negotiation revision. Please reference page 53 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17." This section also allows the State to clarify the meaning of provisions within a Vendor's {Bidder's} Quote {Proposal}.
104	Section 7.2 Final Blanket P.O. {Contract} Award	A. Will the State agree to provide notification of intent to award to each bidder via email? Please reference question #99 of this Bid Amendment {Addendum}. B. When does the State anticipate making a formal award of this contract? Please reference question #99 of this Bid Amendment {Addendum}. C. How will bidders be notified of the award? How soon after the notification of award will the State forward the contract to the Contractor? Will a separate contract be signed after an award has been made? Please reference the answer to question #99 of this Bid Amendment {Addendum}. Additionally, following the receipt of all mandatory forms, registrations, and certifications required prior to Blanket P.O. {Contract} award the awarded Vendor {Contractor} will receive a copy of the Blanket P.O. {Contract} within NJSTART. Additionally, a countersigned Offer & Acceptance page will be forwarded to the awarded Vendor {Bidder}. Time frames for delivery are dependent upon the awarded Vendor's {Contractor's} submission of required documents.
105	Section 9.0 New Jersey Standard Terms & Conditions (SSTC), 5.7 Termination of Contract	Please allow termination rights for contractors with a one (1) year notification. If not allowed, please describe all the reasons why the State is allowed to terminate the contract, but the contractor is not afforded the same rights. The State does not accept the proposed modification to the SSTC.
106	Section 9.0 New Jersey	Please confirm these pages labeled "State of New Jersey Standard Terms and Conditions" is what is being referred to when references to "SSTC" are included in the RFP. Please further confirm the RFP shall govern when specific issues are addressed in

#	RFP Section Reference	Question (Bolded) and Answer
	Standard Terms & Conditions,	the RFP but also referenced or included in the SSTC (see Section 5.1 of RFP). In accordance with the State of New Jersey Standard Terms and Conditions, also referenced as "SSTC", "Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise." Additionally, please reference Bid Solicitation {RFP} Section 5.17, Modifications & changes to the SSTC. Also, please reference Bid Solicitation {RFP} Section 5.1, <i>Precedence of Special Contractual Terms and Conditions</i>.
107	Section 9.0 New Jersey Standard Terms & Conditions, 3.7 Buy American	As the Federal requirements contemplate that the contract award go to the manufacturer who offers the lowest total monthly net cost and do not contemplate that the contract award go to manufacturers with Domestic ties, will the state please strike the provisions regarding the Buy American Preference from the RFP? If not stricken, please explain how this provision aligns with the Federal requirements that govern this bidding process. The State accepts the proposed modification to the SSTC. Please reference page 49 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
108	Section 9.0 New Jersey Standard Terms & Conditions, 5.4 State's Option to Reduce Scope of Work	State's Option to Reduce Scope of Work? Please confirm this provision is not applicable to this WIC infant formula rebate contract. The State confirms that this provision is not applicable to the procurement. Please reference page 49 of the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17."
109	Section 9.0 New Jersey Standard Terms & Conditions, 5.5 Change in Law	Change in Law - Please confirm that under no circumstances, other than specified provisions governing wholesale price increases and cent-for-cent adjustments in rebates, will the State agree to a change in pricing terms during the entire term of this contract, including all options to extend. Under no circumstance, other than specified provisions governing wholesale price increases and cent-for-cent adjustments in rebates during the base term of the Blanket P.O. {Contract} will the State agree to a change in pricing terms. In accordance with Bid Solicitation {RFP} Section 5.2, the "Blanket P.O. {Contract} may be extended up to two (2) years at the same terms, conditions, and rebate rates in effect in the last year of this Blanket P.O. {Contract} or rates more favorable to the State. Additionally, please reference Section 5.3, <i>Contract Term and Extension Option</i>, of the State Standard Terms and Conditions.
110	Section 9.0 New Jersey Standard Terms & Conditions, 5.7 Termination of Contract	Termination of Contract - Paragraph A of this section permits the State to terminate this contract for convenience with only 30 days' notice. We urge the State to amend this section by providing both parties with the right to terminate the contract for convenience, upon a 12-month notice. In the alternative, we urge the State to require a minimum of 180-days' notice to the Vendor by the State if this provision is exercised. We note the State will need at least this amount of time to rebid a new contract as acknowledged by the State in Section 5.2 of the RFP. The state does not accept the proposed modification to the Bid Solicitation {RFP}.
111	Section 9.0 New Jersey Standard Terms & Conditions, 5.7 Termination of Contract	Please change the termination for convenience notice period to 6 months as a 30-day conversion will not be easily executed by the new manufacturer. The state does not accept your proposed modification.
112	Section 9.0 New Jersey Standard Terms & Conditions,	Is the state able to accept rebate payments via a P-Card payment from contractors? Are there additional processing fees for P-Card transactions? The State will not accept rebate payments via a P-Card payment.

#	RFP Section Reference	Question (Bolded) and Answer
	6.4 Optional Payment Method: P-Card	
113	Section 9.0 New Jersey Standard Terms & Conditions, 6.5 New Jersey Prompt Payment Act	The New Jersey Prompt Payment Act, <u>N.J.S.A. 52:32-32 et seq.</u>, requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Please make this clause reciprocal and allow Manufacturer's 60 days to make rebate payments following the receipt of the monthly invoice. The State does not accept the proposed modification to the SSTC.
114	Infant Formula Rebate Tab Sheet (Price Schedule) Page 1	The column labeled "Total Monthly Reconstituted Ounces" Estimated Volumes seems more applicable for the State to populate and seems to be unnecessary given page 2 calculates required quantities. Please remove this column or provide additional information as to what information the State is requesting. The State has removed the reference column. Please reference the revised Infant Formula Rebate Tab Sheet (Price Schedule) titled, "T1057 Revised Infant Formula Rebate Tab Sheet (Price Schedule) 11/3/17."
115	Infant Formula Rebate Tab Sheet (Price Schedule) Page 1	The Percent Rebate column is not formatted to reflect a percentage. Please revise the Price Schedule to reflect the numbers as a percent that carries to three decimals. The column is currently formatted properly and automatically populates when the Vendor {Bidder} enters information into the designated columns.
116	Infant Formula Rebate Tab Sheet (Price Schedule) Page 2	The Estimated Average # Infants shown on this sheet does not match the infant numbers provided on page 6 of the RFP. Please provide clarification as to the differences or revise the Price Schedule to reflect the correct number of infants. The number of infants, as reported on page six (6) of the Bid Solicitation {RFP}, is the actual number of all unduplicated infants that participated in WIC, based on feeding type, for a reported month. This figure includes exclusively breastfed infants, and infants receiving checks for standard rebate-eligible, standard non- rebate eligible and exempt medically necessary formula. The estimated average number of infants used in the Infant Formula Rebate Tabulation Sheet (Price Schedule) sheet is based on the average number of infants, by each of the three (3) age groups that received at least one (1) check for rebate-eligible and non-rebate eligible standard formulas. Infants that were issued checks for exempt medically necessary formula are not included in this average. Additionally, in accordance with USDA regulations, the partially breastfed count provided on page six (6) includes all infants that are breastfed at least once per day. However, for the data used to determine the estimated number of infants for the Infant Formula Rebate Tabulation Sheet (Price Schedule), a partially breastfed infant is defined as those babies receiving up to the federally allowed amount of formula allowed by the USDA for partially breastfed infants. Many of NJ's partially breastfed infants, that breastfeed only a few times a day, are prescribed a full formula infant food package. In an attempt to show the potential amount of formula to be rebated, the DOH has included the partially breastfed infants who receive a full formula package (or any formula amount that exceeds the USDA allowance for this subcategory) as a fully formula fed infant. This number is significant and explains the discrepancy between the two (2) data sets.
117	Infant Formula Rebate Tab Sheet (Price Schedule)	Column E on the Bid Sheet (first tab) is labeled "Total Monthly Reconstituted Ounces - Estimated Volumes." This data cell has never been included as bidder-entered data in other State WIC Bid Sheets. Is this cell data intended to be the same data provided in column I on the Evaluation Model (second tab)? If no, please explain the difference. How are bidders expected to make the calculation for this entry? We respectfully request the State consider removing this column from the Bid Sheet. Please reference the answer to question #114, of this Bid Amendment {Addendum}.

#	RFP Section Reference	Question (Bolded) and Answer
118	Infant Formula Rebate Tab Sheet (Price Schedule)	The number of infant participants included in WIC infant formula bid solicitations was the subject of numerous bid protests in 2016. Therefore, these numbers and the associated calculations are critical to ensuring the integrity of the bidding process. Therefore, we have the following questions: A. Please confirm the State has included all infants receiving non-exempt infant formula when preparing this table and the Bid Sheet. Confirmed, the State has included all infants who receive contract and non-contract infant formula. It does not include infants that are exclusively breastfed and those receiving exempt medically necessary formula. B. We request the State provide detailed spreadsheets on infant participation for each separate product currently provided by NJ WIC. Please reference the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP 11/3/17," which has been amended to include Attachment #6 – Infant Participation by Product. C. We request this data be provided by infant feeding category, age, type, form, and size, similar to the data provided on the Bid Sheet. Please reference the answer to Part "B" of this question. D. Please specify the dates of the six months of data used to calculate the number of infants provided on this table. The dates used to calculate the data presented range from February 01, 2017 to July 31, 2017, as this is the latest close out data available as of October 2017. E. Please confirm the Bid Sheet will be updated as appropriate to reflect any additional data provided to prospective bidders. The State confirms that the Infant Formula Rebate Tab Sheet (Price Schedule) will be updated to reflect any revised data.
119	Vendor {Bidder} Data Sheet	Please confirm the information the State is requesting for Part I and II is only applicable to WIC Infant Formula Rebate contracts. Pursuant to the instructions demonstrated on the Vendor {Bidder} Data Sheet, the Vendor {Bidder} should "List prior contracts performed by the Vendor/Bidder. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation." As noted on the sheet, the form will be used in assessing a Vendor's {Bidder's} qualification and capability to perform the Blanket P.O. {contract} scope of work.
120	Vendor {Bidder} Data Sheet	Please confirm the State is not requesting a complete history of WIC contracts and that four reference contracts would be acceptable for this form. Pursuant to the instructions demonstrated on the Vendor {Bidder} Data Sheet, the Vendor {Bidder} should "List prior contracts performed by the Vendor/Bidder. Emphasis should be placed on contracts that are similar in size and scope to the work required by this Bid Solicitation." As noted on the sheet, the form will be used in assessing a Vendor's {Bidder's} qualification and capability to perform the Blanket P.O. {contract} scope of work. The number of referenced contracts is at the discretion of the Vendor {Bidder}.
121	Attachment #3 WIC Services Policy and Procedure Manual	Attachment #3 includes the WIC Services Policy and Procedure Manual and includes a listing of authorized exempt infant formulas and WIC-Eligible Nutritionals. Has the authorized formula list been updated since November 2014? If yes, please provide the most current version of this document. Please reference the revised Bid Solicitation {RFP} titled, "T1057 WIC Rebate Revised RFP

#	RFP Section Reference	Question (Bolded) and Answer
		11/3/17," which has been amended to include Attachment #5 – Updated New Jersey WIC Services Authorized Exempt Infant Formulas and WIC-Eligible Nutritionals (Dated 11/3/17).
122	Procurement Program checklist	Please confirm the Disclosure of Investigations and Other Actions Involving Bidder, Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions and the Affirmative Action Employee Information Report forms are NOT required as part of a bid proposal (referenced as should be submitted in the Quick Reference Guide) and can be submitted prior to Blanket PO (contract) award if manufacturer is identified as potential winner of the contract. If not confirmed, please identify the forms that are REQUIRED as part of a bid proposal package. Yes, this is correct. In addition, please reference the Bid Solicitation {RFP} and the accompanying Checklist for the required documents relevant to this procurement
123	Procurement Program checklist	Please confirm that the "Source Disclosure" form listed on the Vendor Checklist is not required to be submitted with the bid proposal per Sections 4.4.2.3 and 7.1.2 of the RFP. Please reference the answer to question #122 of this Bid Amendment {Addendum}.
124	Procurement Program checklist	Please confirm that the "Chapter 51/Executive Order" form listed on the Vendor Checklist is not required to be submitted with the bid proposal per Sections 7.1.1 of the RFP. Please reference the answer to question #122 of this Bid Amendment {Addendum}.
125	Procurement Program checklist	Please confirm that the "Affirmative Action Employee Information Report (Form AA302)" form listed on the Vendor Checklist is not required to be submitted with the bid proposal per Section 7.1.3 of the RFP. Please reference the answer to question #122 of this Bid Amendment {Addendum}.