Request for Proposal  08-X-39518
For: Pharmaceutical Services: Consultant Pharmacist Services

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<td>5:00 PM</td>
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<td>(Refer to RFP Section 1.3.1 for more information.)</td>
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<td>Optional Pre-bid Conference</td>
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<td>2:00 PM</td>
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<td>(Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)</td>
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<td>(Refer to RFP Section 1.3.2 for more information.)</td>
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Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

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<td>☐ I</td>
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<tr>
<td></td>
<td>☐ Partial Contract</td>
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</tr>
<tr>
<td></td>
<td>☐ Subcontracting Only</td>
<td>☐ III</td>
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RFP Issued By
State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

July 6, 2007

Using Agencies
Department of Human Services
Department of Military and Veterans Affairs
Department of Children and Families
Trenton, New Jersey 08625
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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of Human Services (DHS), the Department of Military and Veterans Affairs (DMAVA), and the Department of Children and Families (DCF).

The purpose of this RFP is to solicit bid proposals for one (1) firm to provide consultant pharmacist services to State developmental center facilities, psychiatric hospitals, veterans memorial homes, and children’s residential facilities as required by federal and State laws, regulations, departmental policies, and currently accepted standards of practice.

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

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

1.2 BACKGROUND

This is a reprocurement of the Consultant Pharmacist Services for the Department of Human Services and DMAVA term contract, due to expire on September 30, 2007. Bidders interested in the current contract specifications and pricing information may review the current contract, T-0515, at http://www.state.nj.us/treasury/purchase/contracts.htm.

DHS provides consultant pharmacist services for fifteen (15) facilities: seven (7) developmental center facilities for the Division of Developmental Disabilities (DDD), five (5) psychiatric hospitals for the Division of Mental Health Services (DMHS), and three (3) veterans memorial homes for DMAVA. These fifteen (15) facilities have a combined client population of approximately six thousand three hundred (6,300) clients. Additionally, DCF operates three (3) children’s residential facilities with approximately one hundred (100) clients.

All pharmacy services for these clients are contracted through competitive bidding. Two (2) separate contracts, one (1) for pharmacy provider services and one (1) for consultant pharmacist services, are used to acquire these pharmacy services. Consultant pharmacist services for DDD, DMHS, and DMAVA are processed for payment by DHS while services for DCF are processed for payment by DCF.

The seven (7) DDD facilities and three (3) DMAVA facilities use a seven (7) day, unit dose, SlidePak® 7 system. The five (5) psychiatric hospitals use a twenty-four (24) hour unit dose system. The three (3) DCF facilities are transitioning to a seven (7) day, unit dose, SlidePak® 7 system.

The services of a consultant pharmacist include monitoring the pharmacy provider’s performance as well as monitoring pharmacy-related services provided by facility/hospital staff. The consultant pharmacist also regularly monitors client’s charts. The complete range of services to be provided by the consultant pharmacist is described in Section 3.0.
CENSUS by FACILITY/HOSPITAL
As of March 2007
Census numbers may not be consistent for the term of the contract.

<p>| | |</p>
<table>
<thead>
<tr>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>Developmental Center Facilities (DDD)</strong></td>
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<tr>
<td>Green Brook Regional Center</td>
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<tr>
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<td>Trenton Psychiatric Hospital</td>
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<td>Memorial Home at Paramus</td>
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<td>Memorial Home at Vineland</td>
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<tr>
<td>Woodbridge Child Diagnostic Treatment Center</td>
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</table>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept electronic questions and inquiries submitted via the Current Bid Opportunities webpage or through http://ebid.nj.gov/QA.aspx from all potential bidders.

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

Bidders shall not contact DHS, DMAVA, or DCF directly, in person, by telephone, or by e-mail concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date. Further information is in Section 1.4.1 of this RFP.
1.3.2 SUBMISSION OF BID PROPOSAL

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

BID RECEIVING ROOM - 9TH FLOOR  
PURCHASE BUREAU  
DIVISION OF PURCHASE AND PROPERTY  
DEPARTMENT OF THE TREASURY  
33 WEST STATE STREET  
P.O. BOX 230  
TRENTON, NJ 08625-02309

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

Bidders using USPS regular or express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

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

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

1.3.3 OPTIONAL PRE-BID CONFERENCE

The date and time of the Optional Pre-Bid Conference is indicated on the cover sheet. The location of the Optional Pre-Bid Conference will be as follows:

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

The purpose of the Optional Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from vendors relating to this RFP.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.
ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:


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

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

1.4.2 BIDDER RESPONSIBILITY

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

1.4.3 COST LIABILITY

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

1.4.4 CONTENTS OF BID PROPOSAL

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

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

To assist the State’s determination on a claim of confidentiality or protection under OPRA and/or the common law, a bidder must clearly identify such information and address the following points to substantiate the confidentiality claim on the information: (1) the extent to which the information is known outside the owner’s business, (2) the extent to which it is known by employees and others involved within the business, (3) the extent of the measures taken by your firm to guard the secrecy of the information, (4) the value of the information to your firm and your competitors, (5) the amount of effort or money expended by your firm in developing the information, and (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Also, the bidder must commit in writing to assist the State’s effort to protect the confidentiality of the documents and/or information should there be an OPRA request for disclosure or a challenge to the confidentiality of the documents/information determined to be confidential by the State. A claim for confidentiality should be separate from the bid proposal and should accompany the bidder’s submission of the bid proposal.
By signing the cover sheet of this RFP, the bidder waives any claims of copyright protection set forth within the manufacturer’s price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

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

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

**1.4.5 BID OPENING**

On the date and time bid proposals are due under the RFP, only the names of the bidders submitting bid proposals will be publicly announced. The contents of the bid proposals shall remain confidential until the Notice of Intent to Award is issued by the Director.

**1.4.6 PRICE ALTERATION**

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

**1.4.7 BID ERRORS**

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

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

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

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

If, during a bid evaluation process, an obvious pricing error made by a potential contract awardee is found, the Director shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given it.

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

1.4.8 JOINT VENTURE

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

2.1 GENERAL DEFINITIONS

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

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

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

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** – An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** – This RFP, any addendum to this RFP, and the bidder’s proposal submitted in response to this RFP, as accepted by the State.

**Contractor** – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

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

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**Firm, Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction, and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

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

**May** – Denotes that which is permissible, not mandatory.

**Project** – The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.
**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Section 8.0.

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

**State** – State of New Jersey.

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

**Task** – A discrete unit of work to be performed.

**Using Agency(ies)** – The entity(ies) for which the Division has issued this RFP and will enter into a contract.

### 2.2 CONTRACT SPECIFIC DEFINITIONS

**Capitation Rate Per Client Per Day** – A fixed rate based on the final rates bid and awarded that includes all services and administration required under this contract.

**Consultant Pharmacist** – A licensed pharmacist with certification as a consultant pharmacist to provide a broad spectrum of administrative and clinical services in a wide variety of care environments.

**Intermediate Care Facility (ICF)** – Applies to only some of the DDD population. The *Code of Federal Regulations* (4-1-93 edition) defines an ICF as "a proprietary facility or a facility of a private nonprofit corporation or association licensed or regulated by the State...for the accommodation of persons, who, because of incapacitating infirmities, require minimum but continuous care but are not in need of continuous medical or nursing services." The term also includes additional facilities for the nonresident care of elderly individuals and others who are able to live independently.

**Intermediate Care Facility for Persons with Mental Retardation (ICF/MR)** – Applies to only some of the DDD population. This type of facility is defined in 1905(d) of the *Social Security Act* and in 42 *Code of Federal Regulations* 435.1009.

**Unnecessary medication** – According to the Omnibus Budget Reconciliation Act of 1987, this is any drug when used:

- a) In excessive doses (including duplicate therapy)
- b) For excessive duration
- c) Without adequate monitoring
- d) Without adequate indications for its use
- e) In the presence of adverse consequences which indicate the dose should be reduced or discontinued
- f) Any combination of the reasons above.
3.0 SCOPE OF WORK

3.1 GENERAL

a) The contractor shall provide consultant pharmacists and shall provide consultant pharmacist services for each type of facility/hospital in accordance with all applicable laws and regulations, including, but not limited to:

1) Federal
2) State
3) The Joint Commission (formerly the Joint Commission for the Accreditation of Health Care Organizations (JCAHO))
4) Department of Health and Senior Services (DHSS)
5) Centers for Medicare and Medicaid Services (CMS)
6) Health Insurance Portability and Accountability Act (HIPAA) privacy regulations in a psychiatric hospital, intermediate care facility-mental retardation (ICF/MR) facility, skilled nursing facility, and other units within a facility/hospital
7) Medicaid

b) The contractor shall provide a minimum of one (1) full time consultant pharmacist seven (7) hours per day, five (5) days per week (thirty-five (35) hours per week) per three hundred (300) clients/residents. There are two (2) exceptions: for Green Brook Regional Center the contractor shall provide a consultant pharmacist twelve (12) hours per week, and for DCF the contractor shall provide a consultant pharmacist ten (10) hours per month per facility consisting of two (2) days of five (5) hours each with one (1) day coinciding with the delivery of the seven (7) day unit dose medication.

Included in this calculation is the time that the consultant pharmacist devotes to preparation of reports, tabulating statistics, attending committee meetings, and all other services required in this contract. Not included in this calculation are travel time to and from facilities/hospitals, personal time, lunch time, vacation, and holidays, none of which shall be reimbursed.

c) State institutions shall provide the consultant pharmacist a working area, including at least one (1) desk, one (1) chair, one (1) phone, and adequate lighting and ventilation for each required consultant pharmacist on site.

d) The contractor shall supply each consultant pharmacist with a notebook/laptop computer. The use of notebook/laptop computers is a requirement in order to increase communication, follow-ups, and outcomes among physicians, nurses, the pharmacy provider, the State Contract Manager, and the Office of Program Improvement and Accountability within DHS. All electronic equipment shall be compatible with Microsoft Excel and Microsoft Access used by DHS, DMAVA, and DCF and also shall be compatible, at the contractor’s expense, with the software of the pharmacy services provider. This equipment must be virus protected at all times during the term of the contract. All equipment or supplies necessary to accomplish the requirements of the contract shall be at the contractor’s expense.

e) Implementation – Timing and Capitation

This contract provides time for the contractor to become fully staffed and operational. This time period is referred to as the implementation period, which varies by facility/hospital and is described below. During the implementation period, capitation payments shall be based on the number of clients reviewed by each consultant pharmacist.
The contractor shall have facilities/hospitals fully staffed with consultant pharmacists within the following maximum implementation periods:

1) Division of Developmental Disability (DDD)

   The seven (7) developmental center facilities shall be fully staffed and operational to provide consulting pharmacy services required under this RFP sixty (60) days after the award of contract.

2) Psychiatric Hospitals (DMHS)

   The five (5) psychiatric hospitals shall be fully staffed and operational to provide the consulting pharmacist services required under this RFP ninety (90) days after the award of the contract.

3) Veterans Memorial Homes (DMAVA)

   The three (3) memorial homes shall be fully staffed and operational to provide the consulting pharmacist services required under this RFP thirty (30) days after the award of the contract.

4) Children’s Residential Facilities (DCF)

   The three (3) children’s residential facilities shall be fully staffed and operational to provide the consulting pharmacist services required under this RFP thirty (30) days after the award of the contract.

f) During each facility/hospital’s implementation period, the contractor shall provide the State Contract Manager every Monday with a written progress report describing in detail the progress made regarding consulting services as well as any problems encountered and solutions to the problems encountered.

g) Following the implementation period at each facility/hospital, and for the term of the contract thereafter, written reports from the contractor to the State Contract Manager shall be required by the tenth (10th) day of each month and shall include:

   1) A narrative describing problems or opportunities encountered, the method used to solve these problems or initiate these opportunities, work accomplished, and any outcomes.

   2) A list of services under the contract that are required but not performed, with a full explanation of why the contractor failed to meet the schedule and the contractor’s detailed plans to overcome the problems as well as to preclude their recurrence.

Copies of the monthly reports shall be furnished via e-mail to the following:

1) Chief Executive Officer (CEO)
2) Medical Director
3) Director of Nursing
4) State Contract Manager
5) Director of Quality Improvement
6) Respective Directors of State departments and divisions
One summary report of no more than one thousand (1,000) words shall be furnished to the Director of DMAHS, Director of the Division of Youth and Family Services, and the State Contract Manager via e-mail every ninety (90) days following the contract initiation date.

3.2 CONTRACTOR PERSONNEL

3.2.1 CONSULTANT PHARMACIST

a) The contractor shall provide proof to the State Contract Manager that each consultant pharmacist is a registered pharmacist possessing a current, valid license from the State Board of Pharmacy.

b) The contractor shall provide proof to the State Contract Manager within six (6) months of contract award that each consultant pharmacist is a certified consultant pharmacist by the State Academy of Consultant Pharmacists and is an affiliate of the State Pharmacists Association.

c) The contractor shall submit all personnel changes to the State Contract Manager and the facility/hospital medical director at least twenty-four (24) hours before a new employee reports for work at a State facility/hospital.

d) The contractor shall provide an identification badge for each consultant pharmacist showing the consultant pharmacist's photograph, signature, and the name of the contractor's firm. The badge shall be sealed in plastic and be able to be attached to outside clothing worn by the consultant pharmacist, in accordance with each facility/hospital's policy.

e) The consultant pharmacist shall perform all services primarily between the hours of 7 AM to 7 PM daily, Monday through Friday. Any changes must be approved by the State Contract Manager before they occur. Some night and/or weekend work may be required on an as needed basis and will be established at each facility/hospital with the approval of the State Contract Manager.

f) A daily sign in time log shall be maintained at each facility/hospital indicating the actual hours each consultant pharmacist works on-site at each facility/hospital. The consultant pharmacist shall list time in and time out on a daily basis, including time in and out for lunch breaks. If a lunch break is taken, this break must be stated on each day's record. Time sheets shall be submitted to the State Contract Manager within fifteen (15) business days after the end of each calendar month.

g) Neither the contractor nor consultant pharmacist shall publish, permit to be published, distribute for public consumption, or discuss with any unauthorized person or persons any information, oral or written, concerning a client/resident and/or a facility/hospital regarding health conditions, treatments, methods or procedures, or any other information derived as a result of the contract services, unless a written release is provided by the State Contract Manager, a facility/hospital's departmental medical director, the legal department of DHS and/or DCF, and the Director. All reports, database documents, studies, and other information shall remain the property of the State.

h) All consultant pharmacists shall carry a cell phone while in a State facility/hospital, so that they can immediately respond to inquiries. Cell phone numbers shall be provided by the contractor to the State Contract Manager and the following staff of the facility/hospital: CEO, Medical Director, and Director of Nursing.
3.2.2 ALL PERSONNEL

a) All the contractor's personnel shall be physically able to do their assigned work and shall, to the best of the contractor's knowledge, be free from any communicable disease and/or substance dependence. The contractor shall perform substance abuse testing and communicable disease testing, such as for tuberculosis, of its employees, and the results shall be sent to the State Contract Manager within thirty (30) days.

b) All the contractor's personnel must observe all regulations in effect at each facility/hospital. While on State property, the contractor's personnel shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. The contractor or its personnel shall not represent themselves as employees of the State. Wearing a badge required by the facility/hospital shall not be construed to be representation as an employee of the State.

c) The State Contract Manager may request the contractor to remove from a State facility/hospital any employee who is determined to be incompetent, is prone to excessive tardiness, exhibits excessive absenteeism, is convicted of theft, or for any other reason that is deemed necessary and appropriate for the protection of the clients/residents.

d) The entire contractor’s staff at each facility/hospital shall be fingerprinted, and the results of the fingerprinting shall be sent to the respective Director of the department or division. If any security violations are reported that involve the contractor's personnel, the individual involved must be approved by the State Contract Manager prior to being allowed to work. The State Contract Manager retains the right to deny access to any facility/hospital to any of the consultant’s personnel whose credentials and experiences do not meet the requirements of this contract. The contractor shall bear all expenses for fingerprinting (approximately $37.25 per applicant) and annual record review of fingerprinted employees.

e) The contractor shall require all its employees to dress professionally during the time they are at the facility/hospital.

f) The contractor shall require its employees to comply with all instructions issued by DHS, DMAVA, and DCF pertaining to conduct and building regulations including reporting abuse, neglect, mistreatment, and misconduct.

g) For each facility/hospital, the contractor shall provide the name and home (or cell) phone number for at least one (1) consultant pharmacist and one (1) supervisor to the CEO and the medical director of each respective facility/hospital and to the State Contract Manager.

3.3 CONSULTANT PHARMACIST DUTIES

During the performance of the contract, the consultant pharmacist shall furnish and/or perform the following:

a) Recommend and/or monitor the implementation of written policies and procedures as required and approved by the facility/hospital’s Pharmacy and Therapeutics (P&T) Committee and Central P&T Committee to ensure the safety, storage, administration, control, and accountability of medication. The consultant pharmacist shall participate in the total review on at least an annual basis.
b) Monitor facility/hospital personnel in removing unusable and non-returnable drugs from the facility/hospital’s nursing stations to the medical waste department. The consultant pharmacist shall have an active role in identifying excessive waste/destruction of drugs and make recommendations for improving the present system.

c) Develop and implement effective monitoring procedures for reporting and investigating drug discrepancies dispensed by provider pharmacists. The consultant pharmacist shall continue to follow up any specific drug discrepancy issue until the issue is resolved to the satisfaction of the State Contract Manager.

d) Furnish a monthly written report to Director of Nursing, CEO, Medical Director, the DCF Contract Manager (for DCF facilities), State Contract Manager and any other designated person in the respective facility/hospital concerning the status of the facility/hospital’s pharmaceutical services including, but not limited to:

1) An evaluation of the nursing staff's performance in the transcription, administration, and charting of medications, including a nursing station review that encompasses the monitoring of unnecessary use of backup medication.

2) An evaluation of the provider pharmacy's performance with respect to the dispensing of medications and the overall quality of the drug distribution system including:

   a. Recommending generic substitutions where possible and permitted by law
   b. Identifying waste of medications, excessive filling of orders, and outdated medication
   c. Performing medication audits when requested under the direct supervision of the State Contract Manager
   d. Using child-proof caps in leave-of-absence prescriptions
   e. Ensuring timely delivery of medications

3) An evaluation of the medical staff with respect to appropriate prescribing, such as:

   a. Prescribing of generics and brand name medications
   b. Recommending alternative dosage forms for clients when appropriate
   c. In-service training in pharmacoeconomics
   d. Identifying the use of unnecessary medications
   e. Recommending therapeutic interchange of medications when appropriate
   f. Monitoring proper writing of complete medication orders
   g. Ensuring the rational and appropriate prescribing and monitoring of drug therapy
   h. Identifying duplicate drug therapy
   i. Ensuring that pre-printed physician order sheets are updated for all current orders prior to signing
   j. Ensuring that medication doses/dosing schedule does not exceed the manufacturer’s recommended dose/dosing schedule without justification

4) A list of the outcomes of the problems identified in 1), 2), and 3) above, including the specific actions, policy changes, and cost savings that were initiated by the facilities resulting from the consultant pharmacist’s input.

e) Submit a monthly report upon request to the facility/hospital’s medical director, the facility/hospital's Director of Nursing, the DCF Contract Manager (for DCF facilities), and State Contract Manager summarizing drug utilization review activities during the preceding month.

f) Participate in establishing and monitoring policies and procedures as well as quality indicators for a comprehensive quality improvement/assurance program.
g) Conduct a monthly inspection of each nursing station and submit a report of the findings to the Director of Nursing, CEO, Medical Director, the DCF Contract Manager (for DCF facilities), State Contract Manager and any other designated person in the respective facility/hospital. This inspection shall ensure, but not be limited to, that the:

1) Room temperature is between 59-86°F
2) Medication refrigerator is between 36-46°F
3) Contents of the emergency kit are current
4) Security is sufficient to prevent unauthorized access to medication
5) Room is neat and clean
6) Drug cart, cassettes, and client medication bins are clean and have no mechanical defect
7) No outdated medication is available
8) Internal, external, otic, and ophthalmic medications are each stored separately
9) Controlled dangerous substances are under double lock and declining inventory sheets are correct and complete
10) Only thermolabile medications and liquid medications are stored in a refrigerator
11) Medication labels are up-to-date, clean, and legible
12) Hypodermic syringe and needle inventories are accurate and the declining inventory sheets are signed by two (2) nurses at every shift change or as stated by facility/hospital policy and procedure directive
13) Availability of reference material includes, but is not limited to:
   a. Current facility/hospital pharmacy policies and procedure manuals
   b. Current Physicians’ Desk Reference or other acceptable references as the facility/hospital chooses
   c. Metric - Apothecary Equivalency Chart
   d. Poison Control Center telephone number
   e. Chart of approved abbreviations and acronyms
   f. A list of “Do Not Use” abbreviations
   g. Copy of poison antidote chart
   h. Posted chart with look-alike and sound-alike drug names
   i. A list of authorized prescribers
   j. Any other reference material the facility/hospital may choose to use or that the pharmacy laws and/or regulations require

h) Develop a standardized monitoring and reporting procedure for quality assurance indicators for pharmacy services including standard definitions and evaluation procedures in concert with the DCF Contract Manager (for DCF facilities), State Contract Manager, and the facility/hospital's P&T Committees. The consultant pharmacist shall attend every local P&T meeting.

i) Prepare an individual pharmacy habilitation plan for developmentally disabled clients who are on anti-psychotic and/or mood stabilizer medications in ICF/MR State facilities.

j) Attend psychotropic medication review committee meetings, treatment team reviews (DMHS and DCF), or team review meetings (DDD), when necessary, as requested by the team leader at each facility/hospital.

k) Complete a Suspected Adverse Drug Reaction Form, forward it to the prescribing physician and provider pharmacy, and take the Form to the next local P&T meeting if the consultant pharmacist identifies a suspected adverse drug reaction during the monthly medication review.
l) Review every new client admission within forty-eight (48) hours except in DCF facilities.

m) Identify unusual issues or incidents relating to drug therapy in all facilities/hospitals and forward them to the DCF Contract Manager (for DCF facilities) and the State Contract Manager.

3.4 ADMINISTRATION OF MEDICATION

Specific points shall be reviewed by the consultant pharmacist during the monitoring of records and performance. The consultant pharmacist shall ensure that, at a minimum:

a) Medications are administered only by authorized personnel.

b) Medications are prepared as they are administered (not pre-poured). If pre-poured medications are found, this occurrence shall be immediately reported to the Director of Nursing and be documented and reported in the monthly report.

c) The client is properly identified with two (2) forms of identification before administration of a medication.

d) Medications are checked against the Medication Administration Record before they are given.

e) Medications are charted as they are administered.

f) All required vital signs (blood pressure, pulse rate, etc.) are taken before administration, where indicated, and recorded.

g) Non-unit dose medications are properly measured and prepared before administration (e.g., concentrates).

h) Medications are not indiscriminately crushed or opened.

i) The nurse or designated person stays with the client until the medication is swallowed to ensure that it is ingested.

j) Medications are not left in a client's room or elsewhere unless ordered by the physician.

k) Medication dispensed for one client is not given to another client.

l) The physician order sheets and medication administration records were verified for accuracy.

m) Each medication administration record has the name of the drug, including generic and brand name, strength, dosage, dosage form, frequency, and times of administration indicated and that any special instructions prescribed by the physician or cautionary statements are included.

n) The full signature and initials of all licensed nurses who administer medication in that unit are entered in the required area on the medication administration record.

o) The client's full name, location, allergies, the physician's name, diagnosis, source of medical insurance coverage, and other information are entered on the physician order sheet and on the medication administration record.

p) Medication orders are sent to the pharmacy in a timely fashion.
q) Correct nursing technique, such as hand washing and administration of medication to correct patient, is observed when medications are being administered.

3.5 DOCUMENTATION OF ADMINISTRATION OF MEDICATION

Specific points shall be reviewed by the consultant pharmacist during the monitoring of records and performance. The consultant pharmacist shall ensure that, at a minimum:

a) There is a current physician's order on the client's chart for all medications dispensed.

b) Each non unit dose container is labeled with the client's full name, the prescribing physician's name, prescription number, the name, strength, and quantity of drug dispensed, date of issue, the lot number, expiration date of the drug, the name, address, and telephone number of issuing pharmacy, and the dispensing pharmacist's name.

c) Each unit dose package is labeled with the generic and brand name (if one exists) and strength of the drug, manufacturer, lot number, and expiration date and that the cassette medication drawer containing the unit dose drugs is identified with the client's names.

d) Appropriate accessory and cautionary statements are included for medications dispensed on the medication administration record.

e) Generic substitution occurs, as applicable.

f) Twenty-four (24) hour unit dose medications are dispensed in psychiatric hospitals, and seven (7) days of unit dose medications are dispensed in developmental centers, veterans memorial homes, and children's residential facilities.

g) Medications requiring a fractional dose, such as half a tablet, are labeled as such.

h) Outdated medications are not dispensed and are removed from the nursing area.

i) A declining inventory sheet to ensure that all non unit and unit dose controlled medications (e.g. injectables and bingo cards) are accurate and accounted for.

j) The inventory of non-unit and unit dose controlled medications is verified and a record is signed by both incoming and outgoing licensed nurses at the termination of each nurse’s work shift.

k) All administered doses of non-unit dose and unit dose controlled medications are charted by the nurse on both the declining inventory sheet and the medication administration record.

l) Controlled drugs kept in back-up supply are accounted for and the appropriate records maintained.

m) Discrepancies of controlled drugs found by the consultant pharmacist are listed on the appropriate form and immediately reported to the Director of Nursing.

n) An evaluation is conducted to discover the reasons why PRN (pro re nata) (take as needed) medications are not being administered and that recommendations are made to discontinue those PRN medications if the evaluation so indicates.
o) Drug regimen reviews of clients receiving more than one medication of the same pharmacological category are conducted and recommendations are made for the reduction of polypharmacy.

p) Chart reviews include monitoring the client’s drug regimen, including antipsychotic drug polypharmacy, and drug therapy is in compliance with guidelines established by DMHS within DHS in psychiatric hospitals.

q) For consistency, standardized worksheets are used in all five (5) psychiatric hospitals and that in the client’s progress notes, the pharmacist writes or stamps “Chart Reviewed” and includes his/her name and the date of the review.

r) In cooperation with the medical staff, prescribing guidelines are established for medications that potentially may be overused.

s) The average number of medications per client per month is calculated, including non-prescription (over-the-counter (OTC)) medications.

t) The cleanliness of client trays, cassettes, and medication carts is reviewed.

u) As a quality assurance measure, the routine maintenance of the back-up supply, which is the responsibility of the provider pharmacy, is monitored.

v) Participation occurs with the facility/hospital’s staff in establishing and monitoring procedures for reporting and investigating alleged drug discrepancies.

w) There is a valid diagnosis and a complete medication order noted with every drug order and that all diagnoses are entered on the physician’s order sheet and on the medication administration record.

3.6 SERVICES NEEDED TO ENSURE COMPLIANCE

The consultant pharmacist shall perform, at a minimum, the following services to ensure compliance with all federal and State laws and regulations as well as facility/hospital policies and procedures.

a) Review each client’s drug regimen (chart) monthly (every thirty (30) days) in veterans homes, intermediate care facilities for the mentally retarded (ICF/MR), non ICF/MR, and psychiatric hospitals. Chart reviews may be changed from monthly (30 days) to sixty (60) or even ninety (90) days, but only with the written approval of the State Contract Manager. Should a change take place, the number of pharmacists will remain at one (1) full time employee per three-hundred (300) clients. The chart review shall include, but not be limited to, checking for possible adverse drug-drug, drug-diet, and drug-lab test interactions, and the appropriateness of medication ordered based on diagnosis, allergies, and idiosyncrasies, including recommendations to correct these problems.

b) Document findings in the appropriate consultant pharmacist notes and discuss them with the nurse on duty or with the prescriber when appropriate.

c) Ensure that medication records are accurate and up-to-date and that a record of all controlled substances is maintained and reconciled in compliance with federal and State laws and regulations as well as agency policies and procedures.
d) Ensure that all medications are dispensed and administered in accordance with the prescriber’s orders and consistent with complete medication orders.

e) Document all findings and recommendations on the monthly progress report, as appropriate.

f) Provide documentation describing the techniques used to monitor the medication administration process. This monitoring shall include an actual observation of the nurse as medications are being administered. This monitoring also shall comprise a random sample of ten (10) percent of the facility/hospital's client census in DMAVA, Green Brook, and DCF facilities and five (5) percent in all other facilities/hospitals.

g) Meet all other responsibilities of a qualified consultant pharmacist as set forth in all federal or State laws, statutes, DMHS practice guidelines or regulations as enacted or as may be enacted or amended, and consistent with a manner that improves the quality of client care.

h) Interact with the provider of pharmacy services in a professional manner to improve the quality of client care.

3.7 PARTICIPATION IN MEETINGS, TRAINING, AND STUDIES

a) The consultant pharmacist shall serve as a member of the facility/hospital’s P&T Committee and Infection Control Committee. The consultant pharmacist shall attend the psychotropic medication meeting, individual habilitation plan meeting (which may include non ICF/MR clients), and other pertinent meetings as approved by the State Contract Manager. This meeting requirement does not apply to DCF facilities.

b) The contractor shall provide in-service and/or training programs in cooperation with the Medical and Nursing Directors for their staffs on a quarterly basis or more frequently when requested by the specific facility/hospital’s Medical or Nursing Directors. The State Contract Manager shall be notified regarding selected topics and frequency of training. In-service programs shall be documented with a list of attendees that shall be sent to the Director of Staff Development and State Contract Manager. Topics shall include, but not be limited to, new concepts in medication therapy, polypharmacy, drug incompatibilities, pharmacology of new drugs, drug interactions, pharmacoeconomics, use of unnecessary medication, and any other pharmacy issues and topics.

c) The contractor shall meet quarterly with the DCF Contract Manager (for DCF facilities), State Contract Manager, and the pharmacy provider(s) to resolve issues on as needed basis.

d) The consultant pharmacist shall participate in quarterly meetings of the DHS Central Pharmacy and Therapeutics Committee, including Therapeutic Subcommittees.

e) The consultant pharmacist shall participate in special projects or studies established by DHS and/or DCF, Central Pharmacy and Therapeutics Committee, or State Contract Manager to address specific pharmacy issues such as drug utilization evaluation (DUE), use of non-formulary drugs, use of unnecessary drugs, and the use of generic vs. brand name drugs. Small scale DUEs that are specific to a facility/hospital regarding a topic that the facility/hospital requests may be performed upon written approval of the State Contract Manager.

f) As requested, the consultant pharmacist may assist the State psychiatrist and/or consultant psychiatrist in the psychiatric evaluation of clients with the approval of State Contract Manager.
3.8 IDENTIFICATION OF PROBLEMS

The contractor shall establish and submit, on a monthly basis, a progress report for each facility/hospital stating at a minimum the following information, though the State Contract Manager reserves the right to reduce the schedule as deemed necessary:

a) Identification of specific problems associated with medications in the facility/hospital; a description of the progress made during the month which includes problems encountered and resolved, the approach and the method of solution, and the work accomplished; and identification of specific problems associated with medications in the facility/hospital, such as:

1) The number of clients who receive brand medication when a generic is available.
2) The number of clients who receive medication without a medical diagnosis or indication for use.
3) The number of clients who receive unnecessary medication.
4) The average number of medications per client per month, including PRN medications.
5) The number and description of suspected adverse drug reactions per month.
6) Monitoring of laboratory prescribing and results as per each facility/hospital’s Policy and Procedure Manual of divisional or departmental directives.
7) The number of clients that receive polypharmacy without any comments or plans for reduction.
8) The number of monthly medication errors and discrepancies.

All unresolved monthly findings noted above shall be reported and highlighted in a separate section until resolved.

b) Identification of any medication related problem and description of the correction(s) recommended by the consultant pharmacist.

c) Monthly benchmark indicators, established by the central P&T Committee, require a random sample of ten (10) percent of the total population at each facility/hospital in DMAVA and Green Brook facilities, twenty (20) percent in DCF facilities, and five (5) percent in all other facilities/hospitals.

d) Results of a monthly random sampling for discrepancies. The sample must represent at least ten (10) percent of the cassettes at each facility/hospital except in DCF facilities where the sample must be twenty (20) percent, and address:

1) Missing medication
2) New order not dispensed within twenty-four (24) hours
3) Incorrect medication
4) Incorrect dosage strength
5) Incorrect dosage form
6) Excess medication sent
7) Discontinued medication sent
8) Incorrect time slot
9) Empty, mislabeled, or unusable unit dose packages
10) Wrong location

e) Discharge/transfer occurrences are reported separately and are not part of the medication discrepancy report.
Copies of all reports shall be furnished to:

1) CEO
2) Medical Director
3) Director of Nursing
4) State Contract Manager and DCF State Contract Manager
5) Director of Provider Pharmacy Services
6) Respective Directors of State Departments and Divisions

3.9 ACCIDENT REPORTS

The consultant pharmacist shall:

a) Immediately report all accidents/incidents whatsoever arising out of or in conjunction with the performance of the work, whether on or adjacent to the State facility/hospital, which cause death, personal injury, or property damage, giving full details and statements of witnesses.

b) Forward a written report to the DCF Contract Manager (for DCF facilities) or the State Contract Manager and to the facility/hospital’s CEO with a description of all accidents, personal injury, or death.

c) Submit a written report, including full details and statements of witnesses, to the Director and to the State Contract Manager or DCF State Contract Manager within twenty-four (24) hours of all accidents that occurred on State property.

d) Report to the State Contract Manager in writing within twenty-four (24) hours giving full details of a claim made by a third party against the contractor on account of an accident.

3.10 ASSISTANCE TO EACH FACILITY/HOSPITAL

The contractor shall:

a) Assist each facility/hospital in its preparation for The Joint Commission surveys and the accreditation process. This effort may include the development, collection, and analysis of quality indicators relating to pharmacy services for the ORYX core measures and benchmarking projects at DMHS.

b) Participate in mock surveys, training programs, and other efforts to prepare for a successful survey and assist surveyors and the hospital during the accreditation process.

c) Assist each facility/hospital in the development of policies and programs for the operation of client medication education and client self medication programs that are intended to prepare clients for successful transition to life in the community. The programs shall be monitored by the consultant pharmacist to ensure compliance with each facility/hospital’s policy. This effort may involve cooperation with the provider pharmacy service, nursing, and other individuals within the facility/hospital or State Contract Manager.
4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

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

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

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP Signatory Page found at http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit ten (10) full, complete, and exact copies and one (1) unbound, complete and exact copy of the original proposal.

In addition, the bidder should submit one (1) full, complete, and exact ELECTRONIC copy of the original proposal in PDF file format to be viewable and “read only” by State evaluators using Adobe Acrobat Reader software on compact disc (CD). The bidder should also submit one (1) full, complete, and exact ELECTRONIC copy of the original proposal in an editable and “writable” PDF file format on CD for redaction.

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

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one (1) volume and that volume divided into four (4) sections with tabs (separators). The content of the material should be located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 – Price Schedule (Section 4.4.6)
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory Page provided on the Advertised Solicitation, Current Bid Opportunities webpage found at http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml. The Signatory Page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory Page must be signed by a general partner. If the bidder is a joint venture, the Signatory Page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

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

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints, or other administrative proceedings involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder Form located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

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

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

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

The bidder may register at www.nj.gov/njbg with the Division of Revenue to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not applicable to this procurement.
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:
http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to submit a copy of Certificate of Employee Information or a copy of a federal Letter of Approval verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. If the bidder has neither document of Affirmative Action evidence, the bidder must complete the attached Affirmative Action Employee Information Report (AA-302). This requirement is a precondition to entering into a State contract. The Affirmative Action Employee Information Report (AA-302) is located on the Advertised Solicitation, Current Bid Opportunities webpage:
http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

4.4.3.3 SOURCE DISCLOSURE CERTIFICATION FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed Source Disclosure Certification Form that can be located on the Advertised Solicitation, Current Bid Opportunities webpage
http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml. Refer to Section 7.1.2 of this RFP for additional information.

4.4.3.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders should complete the Notice of Intent to Subcontract Form found at http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml to advise the State whether a subcontractor will be used to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

If requested by the State, the bidder must submit the form within seven (7) business days of the initial request.

4.4.3.5 SUBCONTRACTOR UTILIZATION PLAN

If the bidder intends to use a subcontractor, the Subcontractor Utilization Plan found at http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml should be completed and submitted with the bid proposal.

If requested by the State, the bidder must submit the form within seven (7) business days of the initial request.
4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in Section 3.0 SCOPE OF WORK. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder’s general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder’s response to this section should be designed to convince the State that the bidder’s detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder’s bid proposal will lead to successful contract completion.

The bidder should have consulting pharmacy experience in long term care facilities as required by The Omnibus Reconciliation Act of 1993. The bidder should demonstrate that it is knowledgeable of federal and State laws and the regulations of DDD, DMAHS, DMAVA, and DCF.

4.4.4.2 CONTRACT MANAGEMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, and status reports.

4.4.4.3 CONTRACT SCHEDULE

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder’s schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. The schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the bidder.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement.
4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the address of the bidder's office where responsibility for managing the contract will take place. The bidder also should include the telephone number and name of the contact individual.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory, and other key personnel (including sub-vendor's management, supervisory and/or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured in accordance with the attached format (Attachment 1) to emphasize the relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required in this RFP. Resumes should:

- Clearly identify the individual's previous experience in completing similar contracts.
- Record beginning and ending dates for each similar contract.
- Offer a description of the similar contract and demonstrate how the individual's work on the completed contract relates to the individual's ability to successfully contribute in providing the services required by this RFP.
- Include the name, address, and telephone number of each reference with respect to each similar contract.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel such as consultant pharmacists if awarded the contract, the bidder shall include a recruitment plan for such personnel. This plan must demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.
4.4.5.4 BACKUP STAFF

The bidder should include a list of backup staff who may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the term of the contract.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder’s entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder’s overall organizational structure.

4.4.5.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE

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

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

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

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

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

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.
The bidder must complete the Notice of Intent to Subcontract Form whether or not it intends to use subcontractors in connection with the work set forth in this RFP. If the bidder intends to use subcontractor(s), the Subcontractor Utilization Plan also must be submitted with the bid proposal. N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to use a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce, Economic Growth & Tourism Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three (3) categories set forth below and the balance of ten (10) percent spread across the three (3) annual gross revenue categories: Category I - $1 to $500,000, Category II - $500,001 to $5,000,000, and Category III - $5,000,001 to $12,000,000.

Should the bidder choose to use subcontractors and fail to meet the Small Business Subcontracting targets set forth above, the bidder must submit documentation demonstrating its good faith effort to meet the targets with its bid proposal or within seven (7) business days upon request.

Should the bidder propose to use a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor’s(s)’ performance, (b) compliance with all of the terms and conditions of the contract, and (c) compliance with the requirements of all applicable laws.

The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

The bidder should provide detailed resumes for each subcontractor’s management, supervisory and other key personnel who demonstrate knowledge, ability, and experience relevant to that part of the work which the subcontractor is designated to perform.

The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder’s proposal.

4.4.6 PRICE SCHEDULE

The Price Schedule is located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

For Line Items one (1) through four (4) the numbers of Estimated Clients (columns (a), (c), and (e)) are estimates only; there are no guaranteed minimum or maximum numbers of clients. These numbers of clients shall be multiplied by the respective Capitation Rate per Client per Day reported as the All-Inclusive Unit Price (columns (b), (d) and (f)) to produce annual contract year prices (Sub-Totals: the product of columns (a), (b), and 365 days per year).

The Sub-Totals in each contract year shall be summed and reported in the respective Total by Contract Year row. The three contract years shall be summed and reported as the Total of Three Contract Years (Total Bid Price).
Failure to submit all requested pricing information may result in the bidder’s proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

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

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions version 05 09 06, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of three (3) years. The anticipated “Contract Effective Date” is provided on the Signatory Page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions, and pricing. The length of each extension shall be determined when the extension request is processed.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract for delivery no more than forty-five (45) days after contract expiration.

5.3 CONTRACT TRANSITION

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

5.4 CONTRACT AMENDMENT

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

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

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

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

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

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not supersede Section 3.11 of the NJ Standard Terms and Conditions version 05 09 06 located on the Advertised Solicitation, Current Bid Opportunities webpage.

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

The contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor’s management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the contractor in its bid proposal.

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

**5.8 OWNERSHIP OF MATERIAL**

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

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal, otherwise the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property (“Background IP”) in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the contract.

**5.9 DATA CONFIDENTIALITY**

All financial, statistical, personnel, and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor’s charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor’s suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

**5.10 NEWS RELEASES**

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

**5.11 ADVERTISING**

The contractor shall not use the State’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.
5.12 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

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

5.13.2 REMEDIES

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

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

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

5.14 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

5.15 RETAINAGE

Not applicable to this procurement.

5.16 STATE’S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its price schedule.
5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

Not applicable to this procurement.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to the State Contract Manager to perform the additional work. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor’s written proposal must provide a detailed description of the work to be performed by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs, or other cost elements submitted by the contractor in the contractor’s original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor’s written proposal, the State Contract Manager shall forward it to the Director for the Director’s written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State’s Office of Management and Budget and Office of Information and Technology.
No additional work and/or special project may commence without the Director’s written approval. In the event the contractor proceeds with additional work and/or special projects without the Director’s written approval, it shall be at the contractor’s sole risk. The State shall be under no obligation to pay for work performed without the Director’s written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions version 05 09 06, located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml. The contractor must submit official State invoice forms, which shall be prepared by the State Contract Manager, to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices prepared by the State Contract Manager, should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, an accounting in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work, or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.21.1 PAYMENT TO CONTRACTOR

The contractor shall be paid monthly the capitation rate per client per day (all-inclusive unit price) times the number of clients per respective month times the number of days per respective month.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 05 09 06

NJ Standard Terms and Conditions version 05 09 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage: http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 05 09 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

a. The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract.
b. The State of New Jersey agrees: (1) to promptly notify the contractor in writing of such claim or suit, (2) that the contractor shall have control of the defense of settlement of such claim or suit, and (3) to cooperate with the contractor in the defense of such claim or suit to the extent that the interests of the contractor and the State are consistent.

c. In the event of such claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product, (2) replace or modify the product to provide a non-infringing product that is the functional equivalent, or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 05 09 06, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 100 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor,

2. The contractor's breach of its obligations of confidentiality, and

3. The contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions version 05 09 06 regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than $1,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.23 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.
6.0 PROPOSAL EVALUATION

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

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

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

It is within the Evaluation Committee’s discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal.

The Purchase Bureau Procurement Specialist will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

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

6.3.1 TECHNICAL EVALUATION CRITERIA

a) The bidder's general approach and plans in meeting the requirements of this RFP.

b) The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.

c) The bidder’s documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.

d) The qualifications and experience of the bidder’s management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
e) The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder’s management, supervisory and other staff proposed and the bidder’s contract management plan, including the bidder’s contract organizational chart.

6.3.2 BIDDER’S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

6.3.3 BID DISCREPANCIES

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

6.3.4 EVALUATION OF BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director an award to the responsible bidder(s) whose bid proposal(s), conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State, pursuant to N.J.S.A. 52:34-12(f), shall negotiate one (1) or more of the following contractual issues: the technical services offered, the terms and conditions, the price of a proposed contract award with any bidder, and/or the solicitation of a BAFO from one or more bidders.

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

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

In response to the State’s request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive, and the original bid will be used for any further evaluation purposes.
After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that(those) responsible bidder(s) whose bid proposal, conforming to this RFP, is(are) most advantageous to the State, price and other factors considered.

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

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

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

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

7.1.1.1 DEFINITIONS

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


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

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

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

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

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

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

7.1.1.4 STATE TREASURER REVIEW

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

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

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

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage http://www.state.nj.us/treasury/purchase/bid/summary/08x39518.shtml.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

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

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions version 05 09 06 of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

A contract award(s) shall be made with reasonable promptness by written notice to that(those) responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

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

7.4 PERFORMANCE BOND

Not applicable to this procurement.
8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager’s name, department, division, agency, address, telephone number, fax number, and e-mail address.

With regard to this bid proposal, the DHS State Contract Manager is responsible only for the oversight of this contract for DHS and DMAVA but not for any aspect pertaining to DCF; responsibilities for DCF lie within DCF.

The contractor will be provided with contact information at the time of contract execution.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

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

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

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.
ATTACHMENT 1
RESUME FORMAT

Name:
Present Title:
Role for this Project:  Proposed role for the subject contract.

Experience Summary:  Types of experience the proposed staff has that are applicable to the proposed project, e.g., requirements analysis, project management, training, or conversion planning.  For each type of experience, the number of years of experience must be identified.

Job A:
Employed from (month/year) to (month/year):
Title:
Employer name, phone number, fax number and/or e-mail address:
Employer address:

Specific Project A:
Customer name:
Current telephone number, fax number and/or e-mail address:
Brief project description:
Time period individual assigned to project:
Percentage of time on specific project (based on full days, five days per week):

Continue with Projects B, C, etc., as needed.

Continue with Jobs B, C, etc., as needed.

Educational Background
School name (post-secondary education):
Location:
Type and date of degree received:

Specialized Training
Type of training and dates attended (months/year):

References:
Provide the following information for each of two (2) references.
Name:
Position:
Current telephone number, fax number and/or e-mail address:
Relationship:
To: All Interested Bidders

Re: RFP # 08-X-39518
    Pharmaceutical Services: Consultant Pharmacist Services
    Bid Submission Due Date: August 28, 2007 (2:00 PM)

ADDENDUM #1

The following constitutes Addendum #1 to the above referenced solicitation. This addendum is divided into the following parts:

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

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

All other instructions, terms and conditions of the RFP shall remain the same.
The question has been paraphrased in the interest of readability and clarity.

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</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>A &quot;Conflict of Interest&quot; clause, which mandates separation between the consultant pharmacist services provider and the pharmacy services provider and which was included in the previous contract, appears to be absent from the RFP. Is this an oversight?</td>
<td>Yes, this is an oversight. Please insert Sections 4.4.4.6 and 5.24 found in Part 2.</td>
</tr>
</tbody>
</table>
## PART 2

Pharmaceutical Services: Consultant Pharmacist Services  
Bid Number 08-X-39518

Additions, Deletions, Clarifications and Modifications to the RFP

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</table>
| 1. |       | 4.4.6             | Include the following new Section 4.4.6 in the RFP as an addition.  

### 4.4.6 CONFLICT OF INTEREST DISCLOSURE

Section 5.24 specifies that it is a conflict of interest for a corporate or contractual relationship to exist between the consultant pharmacist services provider and the pharmacy services provider, which presently is NeighborCare. The bidder shall disclose all relationships with the pharmacy services provider as a condition of award. If the State determines that a relationship represents a conflict, the bidder shall be notified and requested to terminate this relationship.

| 2. |       | 5.24             | Include the following new Section 5.24 in the RFP as an addition. It supplements Section 6 of the Standard Terms and Conditions.  

### 5.24 CONFLICT OF INTEREST

The consultant pharmacist provider shall avoid all real or potential conflicts of interest as set forth herein with the State's pharmacy provider. Under this provision, during the performance of this contract the consultant pharmacist provider, its parent, its subsidiaries or affiliated companies, its sub-contractors, or its agents (hereinafter the "consultant pharmacist"), shall not engage in or maintain a contractual, business, or any other type of relationship, including a direct or indirect financial interest in (hereinafter, "relationship") with the State's pharmacy provider, its parent, its subsidiaries or affiliated companies, or a subcontractor of the State's pharmacy provider (hereinafter the "pharmacy provider"). The pharmacist consultant has the responsibility to notify immediately the State Contract Manager of a relationship as defined herein with the pharmacy provider that is a conflict of interest under this Section.

The State Contract Manager may request verification at any time, especially if there is a change in the State pharmacy provider, from the consultant pharmacist that the consultant pharmacist has no relationship with the pharmacy provider that constitutes a conflict of interest under this section.
To: All Interested Bidders

Re: RFP # 08-X-39518
Pharmaceutical Services: Consultant Pharmacist Services
Bid Due Date: August 28, 2007 (2:00 P.M.)

ADDENDUM #2

The following constitutes Addendum #2 to the above referenced solicitation. This addendum is divided into the following parts:

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

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

All other instructions, terms, and conditions of the RFP shall remain the same.
## PART 1

**Pharmaceutical Services: Consultant Pharmacist Services**  
9Bid Number 08-X-39518

### Answers to Questions

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

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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>What is the targeted award date for the contract?</td>
<td>October 1, 2007.</td>
</tr>
<tr>
<td>2</td>
<td>5</td>
<td>1.2</td>
<td>Who is the current contractor for pharmacy provider services?</td>
<td>The contractor is NeighborCare, 121 Algonquin Parkway, Whippany, NJ 07981. See Addendum #1, Part 2, Question #1.</td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>1.2</td>
<td>Who is the current contractor for consultant pharmacist services?</td>
<td>Pharma-Care, Inc. 136 Central Avenue, Clark, NJ 07066.</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>1.2</td>
<td>What are the total current annual expenditures for medications?</td>
<td>The expenditures requested have no bearing on the scope of services required under this contract.</td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>1.2</td>
<td>What are the current annual expenditures for psychotropics?</td>
<td>The expenditures requested have no bearing on the scope of services required under this contract.</td>
</tr>
<tr>
<td>6</td>
<td>5</td>
<td>1.2</td>
<td>What are the current annual expenditures for HIV medications?</td>
<td>The expenditures requested have no bearing on the scope of services required under this contract.</td>
</tr>
<tr>
<td>7</td>
<td>5</td>
<td>1.2</td>
<td>What is the average number of prescription orders per client?</td>
<td>The average number of prescription orders per client ranges between 5 and 12.</td>
</tr>
<tr>
<td>8</td>
<td>6</td>
<td>1.2</td>
<td>Please provide physical addresses for each of the facilities/hospitals listed in the table.</td>
<td>The requested addresses are found in Attachment 1.</td>
</tr>
<tr>
<td>9</td>
<td>13</td>
<td>3.1a</td>
<td>Which, if any, facility/hospital has a DEA registration?</td>
<td>No facility/hospital has a DEA number though some physicians have one.</td>
</tr>
<tr>
<td>10</td>
<td>13</td>
<td>3.1a</td>
<td>Which, if any, facility/hospital has a State licensed pharmacy permit?</td>
<td>No State facility/hospital has a pharmacy and therefore no permits exist.</td>
</tr>
<tr>
<td>11</td>
<td>13</td>
<td>3.1a</td>
<td>Which psychiatric hospital has unencumbered accreditation from the Joint Commission?</td>
<td>All five (5) State psychiatric hospitals are accredited by The Joint Commission.</td>
</tr>
<tr>
<td>12</td>
<td>13</td>
<td>3.1b</td>
<td>Are the incumbent consultant pharmacists employed by the State or by the contractor?</td>
<td>Every incumbent consultant pharmacist is employed by the contractor.</td>
</tr>
<tr>
<td>13</td>
<td>13</td>
<td>3.1b</td>
<td>Please provide the names and resumes of the incumbent consultant pharmacists.</td>
<td>This information is proprietary to the contractor.</td>
</tr>
<tr>
<td>14</td>
<td>13</td>
<td>3.1d</td>
<td>a. Is the equipment being used by incumbent consultant pharmacists owned by the State or by the current contractor?</td>
<td>a. and b. The State supplies only a working area, including at least one (1) desk, one (1) chair, one (1) phone, and adequate lighting and ventilation for each required consultant pharmacist on site. All other equipment is owned by the contractor. See Section 3.1c of the RFP.</td>
</tr>
<tr>
<td>15</td>
<td>13</td>
<td>3.1e</td>
<td>Is the State willing to entertain alternate</td>
<td>No.</td>
</tr>
</tbody>
</table>

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*Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section(s) where applicable.*
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<td></td>
<td></td>
<td></td>
<td>implementation timeframes other than those described?</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 1

Division of Developmental Disabilities (DDD)

Green Brook Developmental Center
275 Green Brook Road
Green Brook, NJ 08812

Hunterdon Developmental Center
40 Pittstown Road (Route 513)
Clinton, NJ 08809

New Lisbon Developmental Center
Route 72
New Lisbon, NJ 08064

North Jersey Developmental Center
160 Minnisink Road
Totowa, NJ 07511

Vineland Developmental Center (included with Vineland Developmental Center West Campus)
East Campus
1676 East Landis Avenue
Vineland, NJ 08362

Vineland Developmental Center (included with Vineland Developmental Center East Campus)
West Campus
860 Orchard Road
Vineland, NJ

Woodbine Developmental Center
1175 DeHirsch Avenue
Woodbine, NJ 08270

Woodbridge Developmental Center
1277 Rahway Avenue
Woodbridge, NJ 07095

Psychiatric (DMHS)

Ancora Psychiatric Hospital
202 Spring Garden Road
Ancora, NJ 08037

Forensic Psychiatric Hospital (included with Trenton Psychiatric Hospital)
Stuyvesant Avenue
West Trenton, NJ 08628

Greystone Park Psychiatric Hospital
Central Avenue
Greystone Park, NJ 07950

Hagedorn Psychiatric Hospital
200 Sanitorium Road
Glen Gardner, NJ 08826

Trenton Psychiatric Hospital (included with Forensic Psychiatric Hospital)
Sullivan Way
West Trenton, NJ 08628
Veterans Homes (DMAVA)

Memorial Home at Menlo Park
132 Evergreen Road
Edison, NJ 08818

Memorial Home at Paramus
1 Veteran's Drive
Paramus, NJ 07653

Memorial Home at Vineland
524 North West Boulevard
Vineland, NJ 08360

Residential Treatment Centers (DCF)

Vineland Residential Center
2000 Maple Avenue
Vineland, NJ 08361

Ewing Residential Center
1610 Stuyvesant Avenue
Trenton, NJ 08618

Woodbridge Child Diagnostic Treatment Center
15 Paddock Avenue
Avenel, NJ 07001
PART 2

Pharmaceutical Services: Consultant Pharmacist Services
Bid Number 08-X-39518

Additions, Deletions, Clarifications, and Modifications to the RFP

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<td>1</td>
<td></td>
<td></td>
<td>The following was inadvertently excluded from The Signatory Page (cover sheet). Please note the following: The bidder is invited to attend the optional pre-bid conference on August 6, 2007 at 2:00 PM in the Purchase Bureau’s bid opening room on the 9th floor, 33 West State Street, Trenton, New Jersey. See Section 1.3.3 of the RFP for further information.</td>
</tr>
</tbody>
</table>
To: All Interested Bidders

Re: RFP # 08-X-39518
Pharmaceutical Services: Consultant Pharmacist Services
Bid Due Date: August 28, 2007 (2:00 P.M.)

ADDENDUM #3

The following constitutes Addendum #3 to the above referenced solicitation. This addendum is divided into the following parts:

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

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

All other instructions, terms, and conditions of the RFP shall remain the same.
Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section(s) where applicable.

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<td>1.</td>
<td>15</td>
<td>3.2.1 d</td>
<td>Since each facility/hospital policy may be different and the cost for complying with each policy must be calculated into the bid price, will you supply all bidders with the policies for each facility/hospital covered under this contract?</td>
<td>All facilities/hospitals’ policies are the same concerning identification badges. The policy is available for review at 222 South Warren Street, Trenton by telephoning 609.292.5975.</td>
</tr>
<tr>
<td>2.</td>
<td>16</td>
<td>3.3 a</td>
<td>Please provide a copy of each facility/hospital’s written pharmacy policies and procedures as approved by the Pharmacy and Therapeutics Committee.</td>
<td>Each of the policies and procedures manuals is available for review at 222 South Warren Street, Trenton by telephoning 609.292.5975.</td>
</tr>
<tr>
<td>3.</td>
<td>17</td>
<td>3.3 d</td>
<td>Please provide sample copies of the current monthly written reports listed in subsections 1 through 4.</td>
<td>Each of the policies and procedures manuals is available for review at 222 South Warren Street, Trenton by telephoning 609.292.5975.</td>
</tr>
<tr>
<td>4.</td>
<td>17</td>
<td>3.3 f</td>
<td>Please provide a copy of any existing policies and procedures relating to existing quality improvement/assurance programs.</td>
<td>Each of the plans is available for review at 222 South Warren Street, Trenton by telephoning 609.292.5975.</td>
</tr>
<tr>
<td>5.</td>
<td>18</td>
<td>3.3 i</td>
<td>Please provide an example of a current pharmacy habilitation plan.</td>
<td>Each of the plans is available for review at 222 South Warren Street, Trenton by telephoning 609.292.5975.</td>
</tr>
<tr>
<td>6.</td>
<td>19</td>
<td>3.4</td>
<td>Please provide a copy of the medication administration record (MAR) currently being used.</td>
<td>A copy of the MAR is available for review at 222 South Warren Street, Trenton by telephoning 609.292.5975.</td>
</tr>
</tbody>
</table>
### Additions, Deletions, Clarifications, and Modifications to the RFP

<table>
<thead>
<tr>
<th>#</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>Include the following new Section 1.3.4 in the RFP as an addition.</td>
</tr>
<tr>
<td></td>
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<td><strong>1.3.4 DOCUMENT REVIEW</strong></td>
</tr>
<tr>
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<td></td>
<td>DHS, DMAVA, and DCF have established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>The following are materials available for review by bidders:</td>
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<tr>
<td></td>
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<td></td>
<td>• Policies for each facility/hospital covered under this contract per RFP Section 3.2.1 d</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• A copy of each facility/hospital’s written pharmacy policies and procedures as approved by the Pharmacy and Therapeutics Committee per RFP Section 3.3 a</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Sample copies of the current monthly written reports listed in subsections 1 through 4 per RFP Section 3.3 d</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• A copy of any existing policies and procedures relating to existing quality improvement/assurance programs per RFP Section 3.3 f</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• An example of a current pharmacy habilitation plan per RFP Section 3.3 i</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• A copy of the medication administration record currently being used per RFP Section 3.4</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>These materials are available for review at 222 South Warren Street, Trenton, New Jersey 08625 for the period from issuance of this RFP to the bid opening date. Telephone Ms. Maria Cutie at 609-292-5975 to schedule a viewing of these materials.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bidders are prohibited from removing any materials from the document review room. Bidders are permitted to bring a portable copier to make photocopies of materials. No questions or inquiries regarding the substance of the RFP will be accepted or answered during the period of the document review except as submitted in accordance with RFP Section 1.3.1.</td>
</tr>
</tbody>
</table>
To: All Interested Bidders

Re: RFP # 08-X-39518
Pharmaceutical Services: Consultant Pharmacist Services
Bid Due Date: September 19, 2007 (2:00 P.M.)

ADDENDUM #4

The following constitutes Addendum #4 to the above referenced solicitation. This addendum is divided into the following parts:

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

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

All other instructions, terms, and conditions of the RFP shall remain the same.
PART 1
Pharmaceutical Services: Consultant Pharmacist Services
Bid Number 08-X-39518
Answers to Questions

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

<table>
<thead>
<tr>
<th>#</th>
<th>Page #</th>
<th>RFP Section Reference</th>
<th>Question</th>
<th>Answer</th>
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## Additions, Deletions, Clarifications, and Modifications to the RFP

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td>The Bidder’s Electronic Question Due Date is extended three (3) weeks from 7/20/07 to 8/31/07 to allow bidders the opportunity to inquire about any questions and answers and to access the Document Room.</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td>The Bid Submission Due Date is extended three (3) weeks from 8/28/07 to 9/19/07.</td>
</tr>
</tbody>
</table>
To: All Interested Bidders

Re: RFP # 08-X-39518
Pharmaceutical Services: Consultant Pharmacist Services
Bid Due Date: September 19, 2007 (2:00 P.M.)

ADDENDUM #5

The following constitutes Addendum #5 to the above referenced solicitation. This addendum is divided into the following parts:

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

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

All other instructions, terms, and conditions of the RFP shall remain the same.
PART 1
Pharmaceutical Services: Consultant Pharmacist Services
Bid Number 08-X-39518

Answers to Questions

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

<table>
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<tr>
<th>#</th>
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<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cover</td>
<td>1.1</td>
<td>Why is the 10% retainage eliminated from the contract since it was felt that this previously eliminated the lower level of unstable companies?</td>
<td>The State determined that retainage would not best serve the State’s needs.</td>
</tr>
<tr>
<td>2.</td>
<td>5</td>
<td>1.1</td>
<td>Please clarify, “…separately procure individual requirements…” found in the third paragraph.</td>
<td>This phrase allows the State to purchase consultant pharmacist services from a different contractor should the need arise.</td>
</tr>
<tr>
<td>3.</td>
<td>5</td>
<td>1.2</td>
<td>Regarding paragraph 4, when is the transition within DCF to a seven (7) day, unit dose, SlidePak 7 to occur?</td>
<td>The transition from the present system to the SlidePak 7 is expected to begin with the new Pharmacy Provider Services contract, which is expected to commence Jan. 2008.</td>
</tr>
<tr>
<td>4.</td>
<td>5</td>
<td>1.2</td>
<td>Will DCF facilities be part of the upcoming Provider Pharmacy Services Contract?</td>
<td>Yes, DCF facilities will be part of the Pharmacy Provider Services contract.</td>
</tr>
</tbody>
</table>
| 5. | 5      | 1.2                    | What is the average number of prescription orders per week or per month?                                                       | The average number of prescription orders per month is as follows: 
                          - DDD: 21,405
                          - DMHS: 22,010
                          - DMAVA: 8,582
                          DCF: No record is available because the orders come from various community pharmacies.                                                                                                   |
<p>| 6. | 5      | 1.2                    | What is the average number of stock orders per week or per month?                                                            | The average number of stock orders per month in DDD, DMHS, and DMAVA facilities/hospitals is 92 floor stock orders for 894 OTC drugs. DCF facilities do not have floor stock.                   |
| 7. | 5      | 1.2                    | What is the average monthly number of clients/patients on medications?                                                       | All clients are on medication.                                                                                                                                                    |
| 8. | 8      | 1.4.4                  | Regarding paragraph 3, for how long will the confidentiality remain in effect?                                               | If determined by the State to be confidential information, there is no time limit to the State’s protection of the bidder’s confidentiality. If confidentiality is challenged in the Court, the judiciary makes the final determination. |
| 9. | 9      | 1.4.4                  | Are paragraphs 2 and 3 duplicates?                                                                                           | Yes, the two (2) paragraphs are duplicated. Part 2, item 2 of this addendum addresses the duplication.                                                                                     |
| 10. | 10 | 1.4.7 | In paragraph 2, what constitutes “an obvious pricing error”? | An obvious error could be many things as determined by the Evaluation Committee. For example, an obvious pricing error could be bidding $.20 for an item that should be $20.00. |
| 11. | 10 | 1.4.7 | How is a pricing error deemed less non-responsive than the failure to initial any one Section that was changed? | In Section 1.4.6, if a bidder crosses out a price or writes in a new price without initialing the change, that price may be determined to be non-responsive to the bid submission requirements. The bid proposal is part of the contract and as with any signed contract a modification to the typed document must be initialed. There are no levels of non-responsiveness. |
| 12. | 10 | 1.4.7 | Can this section be eliminated? | No, it can not be eliminated. |
| 13. | 13 | 3.1 b | Previously, the determination was that, at a minimum, a facility such as Green Brook Regional Center would use a consultant at a minimum of one-half time or 17½ hours per week because of non-direct patient responsibilities such as studies, facility meetings, administrative responsibilities, and inspections not directly related to patient census. Can the hourly criteria for Green Brook be increased from twelve (12) to 17½ hours per week? | Consultant pharmacist hours for Green Brook can not be increased. For all facilities/hospitals, the hours per week criterion is based on a ratio of consultant pharmacist to clients of one (1) to three hundred (300). |
| 14. | 13 | 3.1 b | Based on past history in DCF facilities and with the additional responsibilities added to the contract, would the State entertain increasing the hours from ten (10) to sixteen (16) hours per month? | Consultant pharmacist hours for DCF can not be increased. DCF requires that ten (10) hours monthly be provided in two (2) five (5) hour shifts with one (1) shift to coincide with the delivery of the seven (7) day unit dose medications. |
| 15. | 13 | 3.1 b | The current contractor holds quarterly meetings to discuss State business related to State institutions. Will these meetings be included in the calculation of facility hours? | These meetings must be included in the calculation of facility hours. Proof of pharmacist attendance must be provided to the State Contract Manager. |
| 16. | 13 | 3.1 b | For each facility/hospital, what is the number of pharmacy hours by facility/hospital, shift, and day of the week currently being provided under the existing contract? | DDD: 8 A.M. – 4:30 P.M. Mon. – Fri. and 10 A.M. – 2 P.M. Sat., Sun., and holidays. Green Brook Regional Center has no onsite pharmacy. DMHS: 7 A.M. – 7 P.M. Mon. – Fri. and 7 A.M. – 2 P.M. Sat., Sun., and holidays. DMVA: 8 A.M. – 4:30 P.M. Mon. – Fri. and no Sat., Sun., or holidays. DCF: No on site pharmacies. |
| 17. | 13 | 3.1 c | Since the State will require computerization and compatibility between the State computer system and the provider pharmacy computer system, will the State institutions be required to supply a data line? | State facilities/hospitals do not have data lines available to contractors. |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>Section</th>
<th>Text</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.</td>
<td>13</td>
<td>In order to comply with this RFP, we need to know what software and the specifications needed for the software the current Pharmacy Provider is using at this time.</td>
<td>The Pharmacy Provider uses the Rescot pharmacy system software and programs.</td>
</tr>
<tr>
<td>19.</td>
<td>13</td>
<td>Should the provider of pharmacy services change, will the new provider of pharmacy services be required to be sure that its system is compatible to ours?</td>
<td>Yes. The RFP for the Pharmacy Provider Services contract is presently in development.</td>
</tr>
<tr>
<td>20.</td>
<td>13</td>
<td>If we are to make our system compatible to the current provider pharmacy and they in turn update their program, will they be required to be sure that their new system is compatible to ours?</td>
<td>See answer to question #23.</td>
</tr>
<tr>
<td>21.</td>
<td>13</td>
<td>Will this compatibility be part of any RFP for provider pharmacy Services?</td>
<td>See answer to question #23.</td>
</tr>
<tr>
<td>22.</td>
<td>13</td>
<td>Will the State provide data lines for the purpose of providing increased communications and a path for compatibility with the State and provider pharmacy systems?</td>
<td>The State does not have nor will it supply data lines to contractors with hospitals/facilities; the hospital/facility’s telephone switch does not provide adequate dial up connections. Although the State can neither provide communication access nor recommend a solution to address this issue, there are several options. The contractor can apply to the State to become an extranet partner with wired access connections, but there can be no guarantee that the contractor's hardware and software would meet the requirements to be extranet partners or that approval would be granted. Another alternative for network connections would be for a contractor to obtain wireless broadband Internet access cards and service. These cards are available from vendors such as Verizon, AT&amp;T, and Sprint and provide reliable high speed Internet connections from almost all locations within the State. Wireless broadband access cards operate independently from the State's network and do not provide access to the State's internal network without approval from the State. It is the contractor's responsibility to address this connection issue at the contractor's cost in the manner that it deems will best fit with its proposed solution and satisfy the requirements of this RFP.</td>
</tr>
<tr>
<td>23.</td>
<td>13</td>
<td>DCF is included in this line item. DCF is not currently serviced by NeighborCare. Will the pharmacy provider for DCF be included?</td>
<td>Yes.</td>
</tr>
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<tr>
<td>24.</td>
<td>13</td>
<td>3.1 d</td>
<td>Please define “compatible”.</td>
</tr>
<tr>
<td>25.</td>
<td>13</td>
<td>3.1 d</td>
<td>Is it the responsibility of the contractor to pay for updates of virus software throughout the term of the contract?</td>
</tr>
<tr>
<td>26.</td>
<td>13</td>
<td>3.1 e</td>
<td>During the implementation period, if staffing allows only part of the clients to be reviewed (for example, 50% due to other administrative duties, i.e. policy review, unit inspections, medication passes, etc.), will the State be paying only 50% of the capitation rate?</td>
</tr>
<tr>
<td>27.</td>
<td>13</td>
<td>3.1 e</td>
<td>Are we to assume there will be a maximum of three hundred (300) consultant reviewed charts during an implementation period as per Section 3.1 b?</td>
</tr>
<tr>
<td>28.</td>
<td>14</td>
<td>3.1 f</td>
<td>During each facility/hospital’s implementation and with the requirement of being compatible with the State and provider pharmacy computer systems, will this implementation period apply toward implementation of computer systems capability?</td>
</tr>
<tr>
<td>29.</td>
<td>14</td>
<td>3.1 g</td>
<td>To be compatible with normal business practices and to be consistent with other Sections of the RFP (3.2.1 f), will the State entertain changing this Section to read “by the tenth (10th) working day…”?</td>
</tr>
<tr>
<td>30.</td>
<td>15</td>
<td>3.1</td>
<td>What is DMAHS?</td>
</tr>
<tr>
<td>31.</td>
<td>15</td>
<td>3.1</td>
<td>Is the summary report to be prepared “every ninety (90) days following the contract initiation date” to continue until the implementation period is completed?</td>
</tr>
<tr>
<td>32.</td>
<td>15</td>
<td>3.2.1 b</td>
<td>Does a new employee hired one (1) year into the contract have six (6) months to acquire certification or must he/she be certified before hire?</td>
</tr>
<tr>
<td>33.</td>
<td>15</td>
<td>3.2.1 b</td>
<td>Is this statement correct, “…each consultant pharmacist is a certified consultant pharmacist by the State Academy of Consultant Pharmacists…”. Consultant pharmacists are certified by the Joint Board of Certification of Consultant Pharmacists. Is this the intent?</td>
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<tr>
<td>34.</td>
<td>15</td>
<td>3.2.1 b</td>
<td>There is no direct affiliation between the Joint Board of Certification of Consultant Pharmacists and the State Pharmacists Association. Are you asking that each consultant pharmacist be a member of the New Jersey Pharmacists Association, and should we calculate the cost within our bid proposal?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>It is not necessary for each consultant pharmacist to be a member of the New Jersey Pharmacists Association. Membership fees shall not be calculated in the cost of the bid proposal.</td>
</tr>
<tr>
<td>35.</td>
<td>15</td>
<td>3.2.1 e</td>
<td>Occasionally, a consultant pharmacist enters a facility/hospital on weekends or evenings to accommodate the facility/hospital’s needs. Does he/she need prior approval from the State Contract Manager?</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>One (1) time exceptions do not need to be approved by the State Contract Manager. Working weekends and not Monday through Fridays, however, does need to be approved. All hours worked must be reported on time sheets.</td>
</tr>
<tr>
<td>36.</td>
<td>15</td>
<td>3.2.1 h</td>
<td>Some facilities/hospitals do not allow cell phone use and some do not have reception. Can we eliminate this Section?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No.</td>
</tr>
<tr>
<td>37.</td>
<td>16</td>
<td>3.2.2 a</td>
<td>Is the cost of testing all the contractor's personnel for communicable disease and/or substance dependence to be absorbed by the State or is the cost to be calculated into the bid proposal?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The contractor is responsible for these expenses, which shall be calculated into its proposed pricing.</td>
</tr>
<tr>
<td>38.</td>
<td>16</td>
<td>3.2.2 a</td>
<td>What else, in addition to tuberculosis testing, is the State requiring in accordance with nationally accepted Public Health/OSHA standards for health care workers?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tuberculosis testing is the only required test.</td>
</tr>
<tr>
<td>39.</td>
<td>16</td>
<td>3.2.2 a</td>
<td>Does this testing include only personnel who will be performing the duties within State institutions?</td>
</tr>
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<td></td>
<td></td>
<td>Yes.</td>
</tr>
<tr>
<td>40.</td>
<td>16</td>
<td>3.2.2 a</td>
<td>How often is the consultant pharmacist to be tested (for calculation into the bid proposal)?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The consultant pharmacist is to be tested annually in accordance with the requirements of the State Department of Health and Senior Services.</td>
</tr>
<tr>
<td>41.</td>
<td>16</td>
<td>3.2.2 a</td>
<td>Since testing results are submitted to the State Contract Manager, will the contractor be supplied a letter indicating HIPAA compliance to this line item?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>No.</td>
</tr>
<tr>
<td>42.</td>
<td>16</td>
<td>3.2.2 d</td>
<td>The $37.25 applicant fee does not coincide with the costs of fingerprinting based on recently adopted Board of Pharmacy requirements for licensure renewal ($78.00). Is this a discount the State is offering since it is one-half the cost?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The $37.25 is an estimate only. The contractor or its employees are responsible for the full cost.</td>
</tr>
<tr>
<td>43.</td>
<td>16</td>
<td>3.2.2 d</td>
<td>Is fingerprinting necessary now that all pharmacists must be fingerprinted in order to obtain their licenses?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes.</td>
</tr>
<tr>
<td>44.</td>
<td>16</td>
<td>3.2.2 d</td>
<td>Does &quot;annual record review of fingerprinted employees&quot; mean ensuring that they have been fingerprinted, or do the pharmacists have to be re-fingerprinted?</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&quot;Annual&quot; refers to the review and not to the fingerprinting. This is a separate requirement from that of the Board of Pharmacy.</td>
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<tr>
<td>No.</td>
<td>Page</td>
<td>Section</td>
<td>Question/Clarification</td>
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</tbody>
</table>
| 45. | 16   | 3.2.2 d | a. Consultant pharmacists working for DCF and DHS previously had to have two (2) separate sets of fingerprinting, which would be added costs to the contract. Can this duplication be eliminated?  
   b. If not, do we have to calculate the cost into the bid proposal?  

   | a. Two sets of prints will continue to be required for the pharmacists.  
   b. The bidder shall include the cost of the second set of fingerprints into its bid proposal. All prices bid shall be in accordance with the contract definitions provided in Section 2.1 of the RFP. |
| 46. | 16   | 3.3 a   | a. Will DCF facilities be part of the Central P&T Committee?  
   b. Will they be expected to adhere to Central P&T Committee policies?  
   c. At present there are no local P&T Committee meetings at DCF facilities. Is this to change?  

   | a. Yes  
   b. It is the intention of DCF to adhere to all policies that are in place to protect the integrity of the pharmaceutical and therapeutic process.  
   c. No. |
| 47. | 17   | 3.3 c   | This item states that the consultant pharmacist shall continue to follow up any drug discrepancy issues until the issues are resolved to the satisfaction of the State Contract Manager. Please explain and define “satisfaction”.  

   | The consultant pharmacist audits client’s medications for discrepancies and follows through independently of other disciplines. The result is either that a cause is identified or that after a full review, a cause can not be determined. Either result would lead to the satisfaction of the State Contract Manager. |
| 48. | 17   | 3.3 d 3 c | Do we have the authority to mandate physicians report any and all pharmacoeconomics in-service training they receive?  

   | There is no implication that the consultant pharmacist has the authority to mandate physicians report anything. The consultant pharmacist provides information regarding pharmacoeconomics to the medical staff via in-service training. |
| 49. | 18   | 3.3 g 1 | “The room temperature is within 68-77° F” is based on manufacturer’s guidelines. Can this be changed from the stated “Room temperature is between 59-86° F”?  

   | Yes. See Part 2, item #6 of this addendum. |
| 50. | 18   | 3.3 g 13 h | Is the “Posted chart with look-alike and sound-alike drug names” for all facilities/hospitals including DCF?  

   | Yes. |
| 51. | 18   | 3.3 i   | Please confirm that “Prepare an individual pharmacy habilitation plan for developmentally disabled clients…” is a change from the current contract where all clients must have an IHP prepared. The consultant pharmacist is currently doing IHPs for all individuals in DDD facilities. Please clarify.  

   | All DDD clients must have an IHP report prepared by the consultant pharmacist. |
| 52. | 18   | 3.3 i   | ICF/MR regulations state the pharmacist will participate (which is defined as in person or in writing) in the individual’s IHP. If the pharmacist is not writing them, is the pharmacist required to attend all of them?  

<p>| All DDD clients must have an IHP report prepared by the consultant pharmacist. |
| 53. | 18 | 3.3 i | Please provide the average monthly number of new client admissions at each of the facilities/hospitals. | The average monthly number of new client admissions per facility/hospital is as follows: DDD: 10 DMHS: 300 DMAVA: 9 DCF: 6 |
| 54. | 18 | 3.3 k | Specific policies in most facilities require review of the Suspected Adverse Drug Reaction form (SADR) by committee or P&amp;T; some require physicians or nurses to complete parts of the SADR form. Since it is not the consultant’s sole responsibility, the consultant pharmacist should be part of the process and monitor the process. This needs to be clarified in accordance with each facility’s policy. | During the chart review, if the consultant pharmacist identifies an SADR, the consultant pharmacist shall bring it to the prescribing physician who will make appropriate comments, and the consulting pharmacist shall review them at the local P&amp;T meeting. |
| 55. | 19 | 3.3 l | If “Review every new client admission within forty-eight (48) hours except in DCF facilities” is the new standard, then the consultant pharmacist will have to be given notification in a timely fashion. In some facilities/hospitals notification may be by e-mail and we may not have that access. Hard copy notification may lag and may cause us to be non-compliant. | This is the existing standard. It is the responsibility of the consultant pharmacist to check for all new admissions upon arrival to work on a daily basis. An exception to the forty-eight (48) hour review will also be made for Green Brook Regional Center. See Part 2, item #7 of this addendum. |
| 56. | 19 | 3.3 l | Will Green Brook Regional Center (GBRC) be exempt because the consultant pharmacist will be at the facility for only twelve (12) hours per week? | Yes, see answer to question #58. The consultant pharmacist will be at GBRC two (2) non-consecutive days a week and will check new admissions upon arrival twice a week. |
| 57. | 19 | 3.3 m | Who receives the reports in DDD, DMHS, and DMAVA? | Contract managers will receive the reports identified in this paragraph. The contract managers for DHS and DCF will be identified after the contract is awarded. |
| 58. | 19 | 3.3 m | a. Please define “unusual issues”. b. What would make them be reported separately from the regular monthly report? | a. Unusual issues are those of an urgent nature that can not wait thirty (30) days to be reported based on a consultant pharmacist’s professional judgment. b. These “unusual issues” would be reported separately based on the professional judgment of the consultant pharmacist. |
| 59. | 19 | 3.4 c | Does this statement, “The client is properly identified with two (2) forms of identification before administration of a medication” need to change in order to take into consideration that we can monitor but cannot ensure that this standard is being met? | “…Ensure that… the client is properly identified…” means that the consultant pharmacist monitors compliance to two (2) forms of identification before administration of medication during medication pass observation. |
| 60. | 21 | 3.5 o | Does this Section belong in Section 3.8 Identification of Problems? | Section 3.5 o is in the appropriate Section. |
| 61. | 21 | 3.5 p | Does this Section belong in Section 3.8 Identification of Problems? | Section 3.5 p is in the appropriate Section. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th><strong>Should DDD and DMAVA be included in these chart reviews?</strong></th>
<th><strong>Yes, however DDD and DMAVA will not follow DMHS guidelines but will follow their respective Divisional regulations and standards. See Part 2, item #8 of this addendum.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>62.</td>
<td>21</td>
<td>3.5 p</td>
<td>Currently, the consultant pharmacist is not allowed to make entries in the charts at Trenton Psychiatric Hospital and Forensic Psychiatric Hospital. This issue was addressed at the initiation of the last contract which is currently in place. Please clarify.</td>
<td>Effective with this contract, the consultant pharmacist shall write or stamp every chart reviewed, “Chart Reviewed”, and include his/her signature and date of review in each psychiatric hospital’s progress notes. In addition, the consultant pharmacist shall use standardized worksheets that identify all issues that need to be addressed or corrected by respective disciplines.</td>
</tr>
<tr>
<td>63.</td>
<td>21</td>
<td>3.5 q</td>
<td>What constitutes “medications that potentially may be overused”?</td>
<td>Consultant pharmacists may be asked to participate in writing guidelines and using their professional judgment concerning overuse of particular medications during chart review. “Overuse” implies too much medication or too frequent administration of medication based on the consultant pharmacist’s professional judgment.</td>
</tr>
<tr>
<td>64.</td>
<td>21</td>
<td>3.5 r</td>
<td>Are guidelines developed on a local or central level?</td>
<td>Guidelines have been developed on local and central levels.</td>
</tr>
<tr>
<td>65.</td>
<td>21</td>
<td>3.5 r</td>
<td>Are we to determine whether a diagnosis is valid for the medications prescribed?</td>
<td>Yes. The consultant pharmacist shall determine whether a diagnosis is valid based on diagnosis, progress notes, and professional judgment.</td>
</tr>
<tr>
<td>66.</td>
<td>21</td>
<td>3.5 w</td>
<td>Are guidelines developed on a local or central level?</td>
<td>Guidelines have been developed on local and central levels.</td>
</tr>
<tr>
<td>67.</td>
<td>21</td>
<td>3.5 w</td>
<td>Should this be further clarified to include updated and/or current diagnosis?</td>
<td>This includes updates and changes documented in the progress notes.</td>
</tr>
<tr>
<td>68.</td>
<td>21</td>
<td>3.5 w</td>
<td>How often do the following committees hold meetings?</td>
<td>a. Monthly or quarterly</td>
</tr>
<tr>
<td>70.</td>
<td>22</td>
<td>3.7 b</td>
<td>Can extra in-services by the facility be capped?</td>
<td>This issue shall be resolved between contractor and State Contract Manager.</td>
</tr>
<tr>
<td>71.</td>
<td>23</td>
<td>3.8 a</td>
<td>Can the State ensure that we will continue to get reliable electronic data from the current pharmacy services provider through the next pharmacy provider contract as a pre-requisite to assist us in monitoring this Section?</td>
<td>Emphasis will be placed by the State on increased communication and interaction between the provider of consultant pharmacist services and the provider of pharmacy services to improve data sharing.</td>
</tr>
<tr>
<td>No.</td>
<td>23</td>
<td>3.8 a</td>
<td>“All unresolved monthly findings noted above shall be reported and highlighted in a separate section until resolved.” This statement is not applicable to the eight (8) items listed under 3.8 a. Therefore, can this statement be eliminated?</td>
<td>“All unresolved monthly findings noted above…” relates to the “Identification of specific problems…such as…” The eight (8) items represent examples of potential problems and therefore are applicable and shall not be eliminated.</td>
</tr>
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<tr>
<td>73.</td>
<td>23</td>
<td>3.8 c</td>
<td>Why was DMAVA changed to ten percent (10%) when the census at each of the DMAVA facilities is at three hundred (300)?</td>
<td>The ten percent (10%) sample was requested by DMAVA.</td>
</tr>
<tr>
<td>74.</td>
<td>23</td>
<td>3.8 d</td>
<td>Could this Section be changed to read that the sample must represent ten percent (10%) of the cassettes at each twenty-four (24) hour unit dose facility/hospital and five percent (5%) at any non twenty-four (24) hour unit dose facility/hospital? This will allow for a statistically significant balance in the reporting of these discrepancies.</td>
<td>This Section can not be changed. The requirement is a 10% sample at DMAVA and GBRC, 20% at DCF, and 5% at all other facilities/hospitals.</td>
</tr>
<tr>
<td>75.</td>
<td>23</td>
<td>3.8 e</td>
<td>If medication is sent in error days after a client has left the facility/hospital, this should be part of the medication discrepancy report. Please explain why it would not be.</td>
<td>This issue was discussed, resolved, and approved by the Central P&amp;T Committee. If a patient is discharged or transferred and the provider of pharmacy services was not notified, the provider can not be held responsible.</td>
</tr>
<tr>
<td>76.</td>
<td>23</td>
<td>3.8 e</td>
<td>a. Are these discrepancies no longer reported? b. Please advise who will be monitoring whether these are improving. c. Is the provider pharmacy aware of this change?</td>
<td>a. If the pharmacy provider received notification of patient movement, the discrepancy will be identified under discontinued medication sent and excess medication sent. b. The consultant pharmacist, provider pharmacy manager, and State Contract Manager will monitor whether these are improving. c. Yes, the provider pharmacy and consultant pharmacist provider were part of the subcommittee that addressed this issue and upon agreement it was forwarded and approved by the Central P&amp;T Committee.</td>
</tr>
<tr>
<td>77.</td>
<td>23</td>
<td>3.8 e</td>
<td>It is our recommendation that discharge/transfer errors are counted and reported as part of the medication discrepancy report since it poses a danger to the consumers. Please respond.</td>
<td>See answers to questions 77 and 78.</td>
</tr>
<tr>
<td>78.</td>
<td>25</td>
<td>4.3</td>
<td>Do you mean CD-RW for the editable and “writable” PDF file format on CD for redaction?</td>
<td>Yes, the CD-RW is for the editable and “writable” PDF file format on CD for redaction.</td>
</tr>
<tr>
<td>79.</td>
<td>25</td>
<td>4.3</td>
<td>Since bids are not to be changed by anyone once submitted unless we get permission to change a bid, why is an editable and “writable” disc needed?</td>
<td>The reason for CD-RW editable and “writable” disc is so that the redaction of certain types of data such as personal information may occur.</td>
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<tr>
<td>80.</td>
<td>27</td>
<td>4.4.3.4</td>
<td>Is the intent of this Section expressly for the subcontracting of consulting services or does this also include leasing of equipment, supplies, purchase of computer program licenses, computer programs, etc?</td>
<td>The intent of this Section is expressly for the subcontracting of consultant pharmacist services. It therefore does not refer to the leasing of equipment, supplies, purchase of computer program licenses, computer programs, etc.</td>
</tr>
<tr>
<td>81.</td>
<td>28</td>
<td>4.4.4.1</td>
<td>In the third paragraph, is &quot;DMAHS&quot; correct, or should it be &quot;DMHS&quot;?</td>
<td>It should be &quot;DMHS&quot;. See Part 2, item #9 of this addendum.</td>
</tr>
<tr>
<td>82.</td>
<td>28</td>
<td>4.4.4.2</td>
<td>Should this Section also describe the current duties and responsibilities of the managers and key personnel cited in the plan and assigned to this contract and how those duties will impact new full-time responsibilities?</td>
<td>Yes.</td>
</tr>
<tr>
<td>83.</td>
<td>29</td>
<td>4.4.5.2</td>
<td>Do you want the current position these individuals hold within their companies and how within these companies their old position/responsibilities will be filled?</td>
<td>The bidder should include a contract organization chart to include the requested information that would represent the organizational structure that would work on this contract. There is no need to report how old positions/responsibilities will be filled.</td>
</tr>
<tr>
<td>84.</td>
<td>29</td>
<td>4.4.5.3</td>
<td>Since the current contractor has legal restrictive covenants with its employees, can this Section stipulate that the plan must not include the use of current contractor personnel?</td>
<td>No.</td>
</tr>
<tr>
<td>85.</td>
<td>30</td>
<td>4.4.5.4</td>
<td>Based on Section 4.4.5.4, the 2nd paragraph, is there a minimum amount of personnel and experience the bidder must have currently on staff to submit a bid?</td>
<td>There is no minimum number of personnel or experience. The bidder must convince the State that it can capably perform the services outlined in the Scope of Work.</td>
</tr>
<tr>
<td>86.</td>
<td>35</td>
<td>5.8</td>
<td>We are contemplating leasing RxPertise or a similar package for our consultant pharmacists to use in this bid proposal in the performance of their duties. These packages carry non-transferable leases. Are they therefore exempt from the last sentence of 5.8, 2nd paragraph since we are legally not allowed to &quot;...grant the State a non-exclusive, perpetual royalty free license...&quot;?</td>
<td>RxPertise or similar consulting software is not considered &quot;pre-existing intellectual property&quot; and therefore granting the State a non-exclusive, perpetual royalty free license for this software does not apply.</td>
</tr>
<tr>
<td>87.</td>
<td>36</td>
<td>5.16</td>
<td>Regarding the first paragraph, can a minimum staffing requirement be set while a facility/hospital is reducing capacity and/or closing so that non-direct patient responsibilities can be covered?</td>
<td>No.</td>
</tr>
<tr>
<td>88.</td>
<td>36</td>
<td>5.16</td>
<td>Does the State have any official or unofficial plan for reducing capacity or closing any facility/hospital during the term of this contact?</td>
<td>The State does not guarantee the number of facilities/hospitals or census figures during the term of the contract.</td>
</tr>
<tr>
<td>89.</td>
<td>37</td>
<td>5.17</td>
<td>Please define &quot;valid reason&quot;.</td>
<td>See response to Question #69.</td>
</tr>
<tr>
<td>90.</td>
<td>39</td>
<td>5.22.3 d</td>
<td>It has always been the desire of the State to ensure that the consultant pharmacist contractor has adequate liability insurance for its consultant company and the State. This was because of the direct care recommendations and quality assurance work done under the scope of this contract. What is the reason for the elimination of the $1,000,000 individual/$3,000,000 aggregate liability policy and the elimination of the $10,000,000 umbrella policy?</td>
<td>The State believes that the $1,000,000 professional liability insurance is sufficient.</td>
</tr>
<tr>
<td>91.</td>
<td>41</td>
<td>6.4</td>
<td>Will the BAFO be a one-time request or will it become an ongoing negotiation?</td>
<td>The State reserves the right to negotiate in accordance with this Section of the RFP on as many issues as it deems necessary.</td>
</tr>
<tr>
<td>92.</td>
<td>41</td>
<td>6.4</td>
<td>When/if the BAFO negotiation includes more than one bidder, are all bidders guaranteed that those submitting BAFOs have already been designated by the State as viable candidates to fulfill the obligations of this RFP?</td>
<td>Requests for BAFOs will be made to only those bidders considered by the Evaluation Committee to be viable candidates for contract award. According to Section 6.4, paragraph 2, “…the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements and that are most advantageous to the State, price and other factors considered. The Committee may not contact all bidders to negotiate and/or submit a BAFO”.</td>
</tr>
<tr>
<td>93.</td>
<td>41</td>
<td>6.4</td>
<td>If there is only one viable bidder, will there still be a BAFO request?</td>
<td>The Evaluation Committee will determine this issue during bid review.</td>
</tr>
<tr>
<td>94.</td>
<td></td>
<td></td>
<td>Based on actual census, our per diem rate would be higher than if we calculated by the “estimated clients” given. Could we have the actual census numbers for the last year? The “estimated clients” is 3% lower than the actual census numbers for one month.</td>
<td>The number of estimated clients is based on census figures as of March 2007 (table, page 6 of RFP). As stated in Section 4.4.6, “there are no guaranteed minimum or maximum numbers of clients.” The average client census per month for calendar year 2006 was 6,171 in DDD, DMHS, and DMAVA facilities/hospitals. The lowest census was 6,120 and the highest was 6,235. The number of clients at the three (3) DCF facilities is approximately one hundred (100).</td>
</tr>
<tr>
<td>95.</td>
<td></td>
<td></td>
<td>“Estimated clients” numbers are different for contract years 1, 2, and 3. Please confirm the correct numbers for Line Item 2, Year 1, 2, and 3.</td>
<td>“Estimated clients” for DMHS contract years 1, 2, and 3 differ by only ten (10) out of approximately 2,300. The numbers of estimated clients in the Price Schedule are the numbers to be used.</td>
</tr>
</tbody>
</table>
# Additions, Deletions, Clarifications, and Modifications to the RFP

<table>
<thead>
<tr>
<th>#</th>
<th>Page #</th>
<th>RFP Section Reference</th>
<th>Additions, Deletions, Clarifications and Modifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Signatory Page</td>
<td></td>
<td>Number seven (7) states, “The bidder must attend the mandatory pre-bid conference(s) and site visit(s) at the following date(s) and time(s)...” and is followed by “August 06, 2007 2:00 PM See ‘conference/site inspection’ page”. This information is incorrect; the pre-bid conference was optional, not mandatory, there are no site visits, and the “conference/site inspection” page does not exist.</td>
</tr>
<tr>
<td>2.</td>
<td>9</td>
<td>1.4.4</td>
<td>Delete the last paragraph; it duplicates the prior one.</td>
</tr>
<tr>
<td>3.</td>
<td>14</td>
<td>3.1 g</td>
<td>In the third line between “tenth (10th)” and “day”, insert the word “working”.</td>
</tr>
<tr>
<td>4.</td>
<td>15</td>
<td>3.1</td>
<td>At the end of the third line after “contract initiation date”, insert “for the full term of the contract.”</td>
</tr>
<tr>
<td>5.</td>
<td>15</td>
<td>3.2.1 b</td>
<td>At the end of the second line after “pharmacist by the”, delete the remainder of the sentence and insert “Joint Board of Consultant Pharmacists. Consultant pharmacists hired after contract award shall have six (6) months from the date of hire to acquire certification.”</td>
</tr>
<tr>
<td>6.</td>
<td>18</td>
<td>3.3 g 1</td>
<td>Delete “59-86°F” and insert “68-77°F.”</td>
</tr>
<tr>
<td>7.</td>
<td>19</td>
<td>3.3 l</td>
<td>Insert “and Green Brook Regional Center” between “DCF” and “facilities”.</td>
</tr>
<tr>
<td>8.</td>
<td>21</td>
<td>3.5 p</td>
<td>At the end of the third line, insert “and that chart reviews are conducted within DDD and DMAVA facilities following their respective Divisional regulations and standards.”</td>
</tr>
<tr>
<td>9.</td>
<td>28</td>
<td>4.4.4.1</td>
<td>In the third paragraph, second sentence, delete “DMAHS” and insert “DMHS.”</td>
</tr>
</tbody>
</table>
To: All Interested Bidders

Re: RFP # 08-X-39518  
Pharmaceutical Services: Consultant Pharmacist Services  
Bid Due Date: September 19, 2007 (2:00 P.M.)

ADDENDUM #6

The following constitutes Addendum #6 to the above referenced solicitation. This addendum is divided into the following parts:

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

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

All other instructions, terms, and conditions of the RFP shall remain the same.
#  | Page # | RFP Section Reference | Question | Answer |
---|---|---|---|---|

Note: Some of the questions have been paraphrased in the interest of readability and clarity. Each question is referenced by the appropriate RFP page number(s) and section(s) where applicable.
Cross references in Answers in Addendum #5 are incorrect. Bidders should change the cross references as follows:

<table>
<thead>
<tr>
<th>#</th>
<th>Additions, Deletions, Clarifications and Modifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>In the answers to Questions #20 and #21, change “#23” to “#19”.</td>
</tr>
<tr>
<td>2.</td>
<td>In the answer to Question #56, change “#58” to “#55”.</td>
</tr>
<tr>
<td>3.</td>
<td>In the answer to Question #77, change “77” and “78” to “75” and “76”, respectively.</td>
</tr>
<tr>
<td>4.</td>
<td>In the answer to Question #89, change “#69” to “#66”.</td>
</tr>
</tbody>
</table>