REQUEST FOR PROPOSAL

1. **Page 1 - Section I.A**
   a. Please provide the number of infants currently receiving an exempt infant formula for each State program. **The approximate number of infants receiving exempt infant formula for each month:**
      - New Mexico: 858.
      - Arkansas: 2,439.
      - North Carolina: 6,564.
   b. Please indicate, for each State, what percent of infants that are enrolled in the WIC program were enrolled with incomes higher than 185% of the Federal poverty level.
      - New Mexico: 0%.
      - Arkansas: 0%.
      - North Carolina: 0%.
   c. Please indicate, for each State, what percent of infants that are enrolled in the WIC program were enrolled via adjunctive eligibility (i.e., they demonstrated active participation in SNAP, TANF, Medicaid or CHIP).
      - The States decline to provide the data because it is not readily available.
   d. Please indicate, for each State, the percent of participants that are enrolled in the WIC program with incomes higher than 185% of the Federal poverty level.
      - New Mexico: 0%.
      - Arkansas: 0%.
      - North Carolina: 0%.
   e. Please indicate, for each State, the percent of participants that are enrolled in the WIC program via adjunctive eligibility (i.e., they demonstrated active participation in SNAP, TANF, Medicaid or CHIP).
      - The States decline to provide the data because it is not readily available.

2. **Page 2 - Section I.B**
   a. Are all infants that qualify to receive WIC benefits currently being served in each State?
      - The States serve all eligible infants who apply.
   i. If not, please provide an estimate of the number of infants currently eligible, but not served in each State. **The current number is not readily available.**

3. **Page 2 - Section I.C.1**
   a. Please confirm that the State contracts included with the RFP are sample contracts and are not required to be submitted with an offeror’s proposal. **The States confirm.**
   b. Please change the timing in section “b” to return signed contracts within 14 business days to allow for sufficient review and processing time. **The States agree to change the timeline to allow 14 business days for returning the signed contracts.**

4. **Page 3- Section I.C.3 (questions also applicable to all State contracts)**
   a. Contracts with mutual extension options can be more attractive to potential bidders. Please consider changing this section and the States’ contracts to make the extension options subject to mutual agreement (question also applicable to State contracts). **The States decline.**
   b. If a new Contractor is awarded the contract, please describe in detail each State’s transition plan. **All States inform vendors, staff, medical providers, participants, conduct training, and create written materials. The States will also hold an introductory meeting with the selected offeror.**
   c. Should a contract transition occur, please provide detail as to how each State will manage the transition:
      i. Will participants entering the WIC clinic on September 15, 2023, receive benefits for September, October and November that include the existing manufacturer’s products? Or will the month of September only be for the current manufacturer’s contracted product and the others for the new contracted product? **Food instruments with a first date to spend/use on or after October 1, 2023, would include the new contractor’s products. Food instruments with a first date to spend/use prior to October 1, 2023, would include the existing contractor’s products.**
ii. Please explain if the States issue benefits on a rolling basis or follows the calendar month. Arkansas and New Mexico issue benefits following the calendar month. North Carolina issues benefits on a rolling month basis.

d. Please confirm, for each State, that if a participant comes to a clinic in September to receive three months of infant formula benefits, they will receive September benefits for the current contract holder’s formula and October and November’s infant formula benefits for the new contract holder’s formula. Food instruments with a first date to spend/use on or after October 1, 2023, would include the new contractor’s products. Food instruments with a first date to spend/use prior to October 1, 2023, would include the existing contractor’s products.

i. If not confirmed, please provide details, by State, for how benefits will transition if there is a change in contractors. Not applicable.

e. Please provide any additional details regarding the transition process if a different contract brand formula will be issued under the new contract. All States inform vendors, staff, medical providers, participants, conduct training, and create written materials. The States will also hold an introductory meeting with the selected offeror.

5. Page 5- Section I.C.8

a. In addition to the elements listed, please confirm the following elements will also be read aloud at the public bid opening: reconstituted fluid ounces per unit, net price per unit, monthly net price, percent rebate and total monthly net price. The States will read aloud manufacturer name and for each physical form: product name, UPC code, unit size in ounces, reconstituted ounce per unit, lowest wholesale full truckload price per unit, rebate bid per unit, net price per unit, percent rebate, standardized number of units of infant formula, total cost; and total monthly price.

b. Please confirm the following elements will also be read aloud at the public bid opening: Manufacturer Name, Product Name, UPC Code, Unit Size, Reconstituted Ounce Per Unit, Lowest Wholesale Full Truckload Price Per Unit, Rebate Bid Per Unit, Net Price Per Unit, Percent Rebate, Total Cost and Total Monthly Price.

The States will read aloud manufacturer name and for each physical form: product name, UPC code, unit size in ounces, reconstituted ounce per unit, lowest wholesale full truckload price per unit, rebate bid per unit, net price per unit, percent rebate, standardized number of units of infant formula, total cost; and total monthly price.

c. Please provide a Zoom link and call-in number where bidders can listen to the public bid opening. Zoom link information:

   https://us04web.zoom.us/j/72885613261?pwd=aMMpmWKMcIAau6WXUvp1akzU5dbep.1,
   Meeting ID: 728 8561 3261, passcode: FLUP1E.

d. Please describe the method for securing the sealed bids between the bid submission time and the bid opening time. The sealed bids are stored in a locked safe immediately upon receipt.

e. Please provide an approximate date in May that the States anticipate awarding the contract. The States anticipate notifying the offerors by April 30, 2023 and transmitting the contracts for signature on approximately May 15, 2023.

f. Please confirm the method by which all bidders will be notified of the award and confirm if there will be an intent to award issued prior. As stated in Section V.A. of the RFP, “the States shall send a written notice of the outcome of the proposal review to each offeror after the award is made.” The States agree to also notify by email. The States anticipate transmitting the contracts for signature on approximately May 15, 2023.

g. Please confirm all bidders will be notified of the award via email. If not confirmed, please advise how all bidders will be notified of the award. The States confirm.

6. Page 5-6- Section II.A.

a. Please confirm that a bidder needs to only sign and submit ONE of Attachment III to be considered responsive and does not need to submit one per State. The States confirm.
7. **Page 6- Section II.C**
   a. Please consider accepting 1 original and three copies (one per State) to be a responsive bid. **The States decline.**
      i. If not, please consider allowing 1 original and 3 paper copies with the additional 6 copies submitted on a flash drive for submission. **The States decline.**
   b. Please provide the name and contact information for the person who bidders can email to confirm receipt of their submission.
      Lora Marsh, Procurement Manager
      WIC/FMN Programs
      New Mexico Department of Health
      2040 South Pacheco Street, Suite 124
      Santa Fe, New Mexico 87505
      Phone: (505) 476-8806, Fax: (505) 476-8900
      Email: Lora.Marsh@doh.nm.gov.

8. **Page 6- Section II. E**
   a. Is a Certificate of Incumbency required with submission to prove that the person signing the bid is an authorized company representative? **A Certificate of Incumbency is not required.**

9. **Page 7- Section II.J.2**
   a. Please confirm if any amendments issued will be required to be signed and/or included as part of an offeror’s proposal. **The States confirm.** The Acknowledgment of Receipt Form (Exhibit A) will need to be signed and submitted at or before bid opening. The offeror’s response shall be to the original RFP and amended sections issued through the amended RFP provided.
   b. Please explain the order of precedence between Q&A responses, IFB and the States’ contracts. **The RFP and the successful bidder’s response will be incorporated into the States’ contracts. Any inconsistencies between the RFP and the Response versus the States' contracts will be determined by the terms and conditions of the contracts.**
   c. Please confirm any clarifications/changes made to the IFB will be incorporated into the actual contract documents for each State. **The States confirm. The RFP as amended will be incorporated into the States’ contracts. Only RFP amendments that revise the States’ contracts will result in a revision of the contracts.**
   d. Please confirm that all answers to questions that modify the terms and conditions will be reflected in changes to the RFP and/or proposed contracts. **The States confirm that the RFP amendment contains the only modifications to the RFP and the States’ contracts resulting from the States’ response to these questions.** If not confirmed, indicate under what circumstances, an answer to question would modify the terms and conditions but not result in a change in the RFP and/or proposed contracts? **Not applicable.**

10. **Page 7 - Section II.K**
    a. Please confirm if any amendments issued will be required to be signed and/or included as part of an offeror’s proposal. **The States confirm.** The Acknowledgment of Receipt Form (Exhibit A) will need to be signed and submitted at or before bid opening. The offeror’s response shall be to the original RFP and amended sections issued through the amended RFP provided.

11. **Page 7-8- Section II.L**
    a. Please confirm that a signature on Attachment III (Contractor Certification) is sufficient to provide assurance for this section. If not, please identify where and how this assurance should be provided within an offeror’s proposal. **The States confirm.**
12. Page 8- Section II.M
   a. Please explain the criteria under which a bid will be rejected. The Bidder’s response must conform to the requirements of the RFP; the New Mexico Procurement Code, Chapter 13, Article 1, NMSA 1978; 7 C.F.R. 246.16 (a); and the States’ laws governing their contracts.
   b. Please confirm that the bidder offering the lowest monthly net price will be awarded the contract. The States decline as the full requirements of the RFP must be considered.

13. Page 8- Section II.N.5
   a. Please confirm that a signature on Attachment III is sufficient to indicate acceptance for this section. The States confirm.
      i. If not, please identify where and how this assurance should be provided within an offeror’s proposal. Not applicable.

14. Page 8- Section III.A.1
   a. Do the States intend to allow the issuance of any non-contract non-exempt infant formulas? The States do not intend to allow the issuance of any non-contract non-exempt infant formulas unless the States elect to do so under the terms and conditions of the RFP, States’ contracts, USDA FNS policy, or applicable law.
      i. Please confirm that the States do not intend to change their policies over the length of the upcoming contract, regarding purchases of milk or soy based non-contract infant formula (different brands). The States confirm they do not intend to change their policies over the length of the upcoming contract, unless the States elect to do so under the terms and conditions of the RFP, States’ contracts, USDA FNS policy, or applicable law.
   b. Do the States intend to allow the issuance of any non-contract routine formulas? The States do not intend to allow the issuance of any non-contract routine formulas unless the States elect to do so under the terms and conditions of the RFP, States’ contracts, USDA FNS policy, or applicable law.
      i. If the winning contractor does not provide or manufacture a type of infant formula that contains added rice for reflux, do any States plan to allow this type of product as a non-contracted approved brand? The States do not plan to allow this type of product as a non-contracted approved brand.
   c. Would the States change their position on non-contract issuance if the winning contractor did not produce a formula with a rice-thickening agent? The States do not plan to change their position.

15. Page 11 - Section III.A.8 (question also applicable to State contracts)
   a. Please revise this section to read that a replacement product will receive the same percentage discount as the product it is replacing. The States agree to revise.

16. Page 11-12-Section III.A.9 (questions also applicable to all State contracts)
   a. Changes detailed here can be confidential and might be considered trade secrets. It would be a disadvantage to the Contractor to provide this information 120 calendar days prior to a change.
      i. Please revise the time period listed in the RFP and State contracts for advance notification from 120 days to 90 days or the same time notification is provided to the Contractor’s customers, whichever is sooner. The States decline.
      ii. If not revised, please describe the procedure the States will follow to ensure they keep trade secrets confidential. Proprietary information submitted in response to this RFP (“proprietary information including trade secret, clearly identified as such upon submission”) will not be subject to disclosure. Arkansas follows AR Code Annotated §§ 4-75-601 et seq; § 25-19-105(b)(9)(A). New Mexico follows the Uniform Trade Secrets Act §§ 57-3A-1 to 57- 3A-7 NMSA 1978. North Carolina follows N.C.G.S. § 132-1.2(1) regarding conditions for nondisclosure of proprietary information.
   b. Please remove the requirements to change a UPC code when unit size or reconstituted ounces change or revise this section to state that a manufacturer must follow the UPC code guidelines as to when manufacturers are required to change UPC codes. The States decline.
c. Please remove the requirements to change a UPC code when unit size or reconstituted ounces change or consider revising this section to state that a manufacturer must follow the UPC code guidelines issued by GS1 (see http://www.gs1.org/1/gtinrules/) as to when manufacturers are required to change UPC codes. Since WIC redemptions are done through retailers, manufacturers also need to take into consideration retailers’ restrictions/requirements for changing UPC codes which may not align with the States’ requirements in this section. The States decline.

17. Page 12-13- Section III.A.10 (questions also applicable to all State contracts)
   a. Please confirm how many initial partial invoices (90% of previous month invoice) each State has requested during the current contract. During the current contract, none of the States requested payment of any partial invoices.
   b. Since the States have elected a different payment method which expedites monthly payments, the need for advance payments should be eliminated. Please eliminate the advance payment option. The States decline.
      i. If not eliminated, please confirm advance payments will be limited to one per year per State. The States decline to limit the number of advance payments in the RFP.
      ii. Please provide the number of advance (full and/or partial) payments by State that have been requested during the current contract period.
         During the current contract, none of the States requested an advance payment.
      iii. If not confirmed, please provide the justification for an unlimited number of advance (full and/or partial) payments given the payment method contained in this section. The justification by the States for the unlimited number of advance payments is due to the fluctuation of available funds and the timing of appropriations. Advances may be needed during Federal Government shutdowns if available cash is insufficient to maintain operations.
   c. Monthly data files are necessary in order for the Contractor to validate invoices with accuracy and integrity. Please confirm, for all States, that the details of all EBT transactions for which rebates are being invoiced through the monthly invoice process are provided each month through an electronic data file including EBT transaction number, family ID or eWIC card number (nothing that would disclose confidential participant information), product description, number of cans redeemed, redemption dollar amount, first date to use, redemption date, infant age range at first date to use or infant date of birth, and feeding method (e.g. Fully Formula Fed, Partially Breastfed), and vendor ID or pseudo vendor ID. The States cannot confirm that all of these details are available in the data file.
      i. If no unique identifier per family (e.g. pseudo family ID or eWIC card number) is provided and multiple EBT transactions are allowed for one month’s worth of benefits, please detail how the Contractor would be able to sum up the total number of infant formula cans redeemed by a single participant for the month to ensure that total cans issued did not exceed the federally regulated monthly maximums. The States have system controls in place to ensure that the total number of units of infant formula issued to a single participant does not exceed the federally regulated monthly maximums. The States reconcile redemption and issuance files. In order to validate issuance by participant, data would need to be accessed on site by reviewing individual records within the individual State’s Management Information Systems (MIS).

18. Page 13- Section III.A.11
   a. Will the States please confirm that these stipulations are a reciprocal right for the manufacturer? The States decline.

19. Page 13 - Section III.A.11.a (question also applicable to State contracts)
   a. Please amend this section to allow for 90 calendar days from the date of the invoice to dispute an invoice to allow for sufficient review time. The States decline.
b. Please confirm the time limit on disputes does not apply to disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier and the time limit begins when the fraud or illegal activity is detected. All disputes concerning rebate invoices must be settled by closeout of the Federal fiscal year in which the basis of the dispute occurred.

20. **Page 14- Section III.A.12.b (questions also applicable to all State contracts)**
   a. Please revise the time limitation in this section from “72 hours or more” to “5 business days or more.”
   **The States decline.**
   b. Please revise the time limitation in this section from “72 hours or more” to “3 business days or more.”
   **The States decline.**
   c. In the event the successful offeror is unable to supply a specific form of a product, please confirm that the States will first utilize a different physical form and then an alternate rebate eligible brand of the winning manufacturer’s product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers. Depending on the situation, it would be the States’ intent to use Contractor products to the best extent possible. Should a recall or shortage be extensive and across multiple physical forms, the States would expect flexibility and would work in collaboration with the Contractor to ensure access to formula for all WIC families, which may require adjustments to this contingency in order to provide the optimal service to the States’ participants.
      i. If not confirmed, please list all the reasons why the States will not substitute an alternate form of the contracted infant formula prior to issuing a non-contract brand. **Not applicable.**
   d. Please revise the last sentence of this section to read as follows – “The rebate paid for the substitute formula shall yield the same percentage discount as the rebate for the formula for which it is being substituted”.
   **The States decline to revise this sentence as suggested. The rebate paid for the substitute formula shall yield the same “Rebate Per Unit Cost” per ounce as the physical form for which it is being substituted. The RFP and States’ contracts have been revised accordingly.**

21. **Page 14- Section III.A.14**
   a. Please confirm that by signing the bid sheet that an offeror is confirming they are registered with each Secretary of State and copies of these do not need to be included with a bid submission.
   **The States confirm.**
      i. If not confirmed, please provide where these certificates should be included in the bid. **Not applicable.**
   b. Please confirm that a signature on Attachment III is sufficient to indicate the manufacturer is registered and in compliance with the regulations for this section. **The States confirm.** If not, please identify where this assurance should be provided within an offeror’s proposal. **Not applicable.**

22. **Page 15 - Section III.A.20.b (question also applicable to State contracts)**
   a. The best result for WIC Participants will be achieved by working closely with the winning contractor in managing any recall, Supply Chain Disruption, or shortage. Therefore, please revise the last sentence to provide that “The States, in consultation with the Contractor, will determine the need for implementing these provisions in the event of a recall, Supply Chain Disruption, or other shortage as determined by federal or state authorities. The States intend to work closely with the manufacturer if there is any Supply Chain Disruption, emergency, or other causes resulting in shortages. The States decline to revise the language.”

23. **Page 20- Section III.B**
   a. Please confirm that an offerors nationally published wholesale price list only needs to be submitted for the contract products being bid along with each non-exempt formula that the contractor produces and not the entire nationally published wholesale price list. **The States confirm.**
   b. If not confirmed and the entire list needs submitted, please confirm this can be supplied on a flash drive. **Not applicable.**
24. **Page 21-Section III.B.1.d**
   a. Due to privacy law considerations, we would like to request the States accept the physical & mail addresses along with phone numbers and remove the requirement to provide electronic addresses for the distribution network. **The States decline.**

25. **Page 21- Section III.B.1.e**
   a. Please confirm that a bidder needs to only sign and submit ONE copy of Attachment III to be considered responsive and does not need to submit one per State.
   
   **All offerors shall submit one original and nine copies of their proposal. All attachments must be provided with every copy submitted. All proposals that are not submitted by hand delivery must be sent via overnight delivery with a tracking mechanism.**

26. **Page 21- Section III.B.1.f**
   a. We urge the States to require this only upon contract award from the winning bidder. **The States decline.**

27. **Page 21-Section III.B.1.g**
   a. Please confirm this section is referencing labeling anything included in the bid proposal and it is not indicating the product labels are required. **The States confirm.** If not confirmed, please give further details/clarification as to what this section is requiring. **Not applicable.**

28. **Page 21-Section III.B.1.h**
   a. Please confirm that the offeror must be registered with each State but does not need to submit proof of registration with the bid submission. **The States confirm.**
   b. Please confirm that a signature on Attachment III is sufficient to confirm a manufacturer is registered in all three States. **The States confirm.**
   c. If not confirmed, please identify what is required in an offeror’s proposal to indicate compliance with this requirement. **Not applicable.**

29. **Page 21- Section III.B.2.a-b**
   a. Please confirm that the Cost Proposal portion of the bid submission should only contain Attachment II (rebate bid sheet) and the offeror price list. **The States confirm.**
      i. If not confirmed, please provide a list of items that should be included in the Cost Proposal to be considered a responsive bid. **Not applicable.**
   b. Please confirm that an offerors nationally published wholesale price list only needs to be submitted for the products being bid and not their entire nationally published wholesale price list.
   
   **A copy of the proposal and the manufacturer’s nationally published wholesale full truckload price list(s) as of April 14, 2023, for each Non-Exempt Infant Formula produced by the manufacturer must be furnished. If applicable, the nationally published wholesale full truckload price list(s) as of April 14, 2023, for each soy-based Infant Formula subcontracted by the manufacturer must also be furnished.**
      i. If not confirmed and the entire list needs submitted, please confirm this can be supplied on a flash drive to reduce the number of papers in a bid submission. **Not applicable.**

30. **Page 22-Section III.B.2.c. (questions also applicable to all State contracts)**
   a. Please revise the effective date of a price increase or decrease to be the first day of the month after the price increase or decrease takes effect to be consistent with when the price change would be reflected at retail shelves. **The States decline.**
b. Please confirm that each month’s processed food instruments included in the rebate invoices will be
divided according to issued month and that any changes in the rebate per can as a result of a
wholesale price change or can resize will be applied at the highest effective rebate amount associated
with the appropriate issued month. Preparing rebate invoices in this manner will ensure that retail
price adjustments and can resizes which affect the rebate per can applied to the invoice will comply
with federal law and more accurately correspond to the retail price per can reimbursed to the vendor
by the States. The States cannot confirm that all of these details are available in the data file.
c. Please confirm signature on Attachment III is sufficient to indicate agreement to all required elements
in this section. The States cannot confirm. Attachment III does not pertain to pricing.

31. Page 23 - Section IV.B
   a. For infants categorized as mostly breastfeeding, please provide for each State the average infant
      formula allotment by baby age. The States decline to provide the data because it is not readily
      available. Each issuance is driven by the dyads needs. Issuance is in accordance with federal
      regulations.
   b. For infants categorized as some breastfeeding, please provide for each State the average infant
      formula allotment by baby age. The States decline to provide the data because it is not readily
      available. Each issuance is driven by the dyads needs. Issuance is in accordance with federal
      regulations.
   c. Six months of invoices have not been provided in the IFB documentation. Please provide 6-months of
      invoices covering the same period for which Infant counts were provided (May 2022 – October 2022)
      for each State. See Exhibit B.
      i. If the State has additional documentation of alternate formulas provided during the formula
         shortages/USDA waivers please provide this information by brand, size, and unit for the
         identical time period as the requested invoices.
         The States decline as the data is not readily available.
   d. Please provide the latest 6 months issuance by brand, size, and unit for all contract, exempt, and non-
      contract non-exempt infant formulas for each State. See Exhibit C.

32. Page 23 - Section IV.C
   a. The reference to the factors for evaluation is stated in two different ways in this paragraph. Please
      revise the 5th sentence to read as follows to be consistent with the statement in 4th sentence: “The
      Responsible Offeror with the lowest monthly Net Price will be selected as the successful offeror,
      based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the Responsible
      Offeror whose proposal is the most advantageous to the States taking into consideration the
      evaluation factors in Section IV (A) will be recommended for award.
      The States decline as the full requirements of the RFP must be considered.

33. Page 24 - Section V
   a. In the event of a protest, please confirm that all bidders will be made aware via email.
      Upon the filing of a timely protest, notice is given to the contractor if an award has been made or, if
      no award has been made, to all offerors who appear to have a substantial and reasonable prospect
      of receiving an award if the protest is denied. The point in time in which a contract is awarded is
      that point at which a legally enforceable contract is created pursuant to 1.4.1.83(A) NMAC.

34. Page 24 - Section V.A
   a. Please confirm that the States will email bidders with the award notification.
      The States will provide written notice of outcome via email.
   b. Please confirm that awards will also be posted to the website. If so, please provide the exact link to
      where the award will be posted. The States cannot confirm.
   c. Do the States intend to issue an intent to award? Yes. If so, please confirm this will be sent through
      email. The States confirm.
35. **Page 24- Section V.B**  
   a. Please describe the pre-bid protest procedures and post-proposal due date protest procedures governing this RFP, including relevant time frames for submitting a protest.  
      For an RFP conducted under the NM Procurement Code, Pre-Bid protests are not provided. Post proposal protests are governed specifically by sections 13-1-95.2 and -172 to -176, NMSA of the NM Procurement Code, the procurement code regulations at 1.4.1 NMAC, and generally by the New Mexico Procurement Code, Chapter 13, Article 1, NMSA 1978; and 7 C.F.R. 246.16 (a). Protests shall be submitted within 15 calendar days after knowledge of the facts or occurrences giving rise to the protest. Any person or business that has been sent written notice of any fact or occurrence is presumed to have knowledge of the fact or occurrence.  
   b. Please confirm all bidders will be notified if a protest is filed either prior to the bid proposal due date or after issuance of an award recommendation.  
      The States cannot confirm. For an RFP conducted under the NM Procurement Code, Pre-Bid protests are not provided. Procurement protest notice is governed by 1.4.1.84 NMAC.  
   c. Please explain when all bids received will be able to be viewed by all bidders.  
      Upon contract award, i.e., when the successful bidder’s contract has been fully executed. Bids will be available subject to proper records request.  
   d. Please confirm all bidders will be notified in the event of a protest on this bid and how they will be notified.  
      The States cannot confirm. Procurement protest notice is governed by 1.4.1.84 NMAC.  
   e. Please provide details as to when all bids will be published and available via public records request.  
      Upon contract award, i.e., when the successful bidder’s contract has been fully executed. Bids will not be published but will be available subject to proper records request.

**ATTACHMENT I- INFANT REPORT**  
36. Are contract formulas provided to children under Food Package III? Yes. If yes, please confirm the States will not seek rebates on these products as they are not issued to infants. The States confirm. If not confirmed, please detail the quantities of contracted infant formula issued to children over the past 6 months. Not applicable.  
37. What percentage of issued formula benefits are redeemed? From September 1, 2022 – February 28, 2023, the States confirm: New Mexico: 82%, Arkansas: 84%, North Carolina: 76%.  
38. Please provide the number of fully breastfed infants that each State WIC program serves.  
39. The totals from this Attachment do not match the infants referenced on the bid sheet. Please provide insights on why the totals do not align. Upon further review and assessment of the data, Attachment I and Attachment II have been updated. Both documents reflect data from May 1, 2022 – October 31, 2022.  
40. Please provide rebate invoices for each State for the most recent 6 months. This would be information the current manufacturer has access to, and it should be available to all potential bidders. The rebate invoices are from September 1, 2022 – February 28, 2023 (Exhibit D).  

**ATTACHMENT III**  
1. This document was not provided on the bid website. Please provide an electronic copy of this document for manufacturers to populate for a bid submission. The Contractor Certification Form is on the New Mexico website and can be obtained by emailing the Procurement Manager.  

**NEW MEXICO SAMPLE CONTRACT**  
(These questions are in addition to what was submitted above that was applicable to the State contracts)  
41. **Page 2- Article 1.C Payment**  
   a. Please confirm how many advance payment requests have been submitted in the last 12 months and the reasons for submitting these requests. New Mexico has not requested any advance payments in the last 12 months.
i. Please update the payment receipt timing for advance payments from 20 to 30 calendar days from receipt of invoice. New Mexico declines.

42. Page 3- Article 1.C Payment
   a. In the event the successful offeror is unable to supply a specific form of a product, please confirm that the States will first utilize a different physical form and then an alternate rebate eligible brand of the winning manufacturer’s product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers. Depending on the situation, it would be New Mexico’s intent to use Contractor products to the best extent possible. Should a recall or shortage be extensive and across multiple physical forms, New Mexico would expect flexibility and would work in collaboration with the Contractor to ensure access to formula for all WIC families, which may require adjustments to this contingency in order to provide the optimal service to the New Mexico’s participants.
   i. If not confirmed, please list all the reasons why the States will not substitute an alternate form of the contracted infant formula prior to issuing a non-contract brand. Not applicable.
   b. Please revise the language in this section to reflect rebates paid for any substitute formula shall yield the same percentage discount as the rebate for the formula for which it is being substituted. New Mexico agrees to change the language.

43. Page 3-4- Article 1.C Payment
   Please change the language to read “yielding the same percent discount” instead of “yielding the same net price”. New Mexico declines to change the contract language as suggested. The rebate paid for the substitute formula shall yield the same “Rebate Per Unit Cost” per ounce as the physical form for which it is being substituted.

44. Page 4- Article 1.C Payments
   a. Please confirm how many reconciliation invoices have been submitted in the last 12 months and the reasons for submitting a reconciliation invoice. New Mexico has not submitted any reconciliation invoices in the last 12 months.

45. Page 4- Article 1.D Payment Disputes
   a. Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier. All disputes concerning rebate invoices must be settled by closeout of the Federal fiscal year in which the basis of the dispute occurred.
   b. Please confirm that this provision does not apply to claims that invoices and/or invoiced amounts are in violation of federal law. New Mexico declines to confirm. New Mexico will comply with all requirements under federal law.
   c. If no unique identifier per participant (e.g. pseudo Participant ID) is provided and the State’s EBT systems allows for multiple formula purchases by a participant for one month’s worth of benefits, please detail how the Contractor would be able to sum up the total number of infant formula cans redeemed by a single participant for the month to ensure that total cans issued did not exceed the federally regulated monthly maximums. New Mexico has system controls in place to ensure that the total number of units of infant formula issued to a single participant does not exceed the federally regulated monthly maximums. New Mexico reconciles redemption and issuance files. In order to validate issuance by participant, data would need to be accessed on site by reviewing individual records within New Mexico’s Management Information Systems (MIS).

46. Page 5- Article 1.E Audits and Records
   a. Consistent with the States rights to audit the Contractor, please confirm that the Contractor will be allowed to audit the records and policies and procedures relevant to the infant formula rebate process. New Mexico confirms.
b. Please confirm that documents and/or information regarding policies, procedures and operations of the WIC Program and infant formula monthly issuance allotments by brand and can size, infant age category and feeding method will be provided based on the States open records law. New Mexico confirms to provide data that is readily available.

c. Please confirm that redacted information including infant age in months and feeding method type will be made available to the Contractor upon request for the purpose of verifying that appropriate issuance is maintained. New Mexico confirms to provide data that is readily available.

d. If not confirmed, please describe what process is in place for the Contractor to validate issuance/redemption and program compliance. Not applicable.

47. Article 12 (question to applicable to NC and AR contracts also)

a. The Access to Baby Formula Act of 2022 sets forth actions that the Secretary of Health and Human Services will make. The Contractor will comply with any such actions so we would suggest the following clarification of this provision as follows: “In accordance with the Access to Baby Formula Act of 2022, in the event of an infant formula recall, the CONTRACTOR shall remedy and protect the PROGRAM and its’ participants against product disruption by performing under a waiver or modification issued by the Secretary of Health and Human Services under 42 U.S.C. section 1786 (s)(1). The States decline.

48. Article 13

a. Please confirm that even in a natural disaster, if there is a sufficient supply of Contractor’s formulas, it would not be required to pay rebates on Non-Contract brands that the Department may choose to issue. New Mexico will contact the manufacturer first to ensure sufficient quantities of contract brand infant formulas are available to provide an adequate supply to WIC vendors/retailers to meet the full nutritional benefit of all WIC participants utilizing contract brand formulas. If not, the Contractor will be required to pay rebates on all issued non-contract brand infant formulas. If not confirmed, please state the reasons that Contractor would be required to pay such rebates if there is sufficient supply?” Not applicable.

49. Article 15.A.3 (Applicable to NC and AR sample contracts also)

a. Please confirm that the Department will proceed to enter into a new contract as soon as possible in order to comply with the Federal law to have a cost containment contract in place. The States confirm.

ARKANSAS SAMPLE CONTRACT

50. Page 3- Section I.C.8

a. In the event the successful offeror is unable to supply a specific form of a product, please confirm that the States will first utilize a different physical form and then an alternate rebate eligible brand of the winning manufacturer’s product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers. Depending on the situation, it would be Arkansas’ intent to use Contractor products to the best extent possible. Should a recall or shortage be extensive and across multiple physical forms, Arkansas would expect flexibility and would work in collaboration with the Contractor to ensure access to formula for all WIC families, which may require adjustments to this contingency in order to provide the optimal service to the Arkansas’ participants.

i. If not confirmed, please list all the reasons why the States will not substitute an alternate form of the contracted infant formula prior to issuing a non-contract brand. Not applicable.

b. Please revise the language in this section to reflect rebates paid for any substitute formula shall yield the same percentage discount as the rebate for the formula for which it is being substituted. Arkansas declines to change the contract language as suggested. The rebate paid for the substitute formula shall yield the same “Rebate Per Unit Cost” per ounce as the physical form for which it is being substituted.
51. **Page 3- Section I.C Payment**
   a. Please change the language to read “yielding the same percent discount” instead of “yielding the same net price”. **Arkansas agrees to change the language.**

52. **Page 4- Section I.D.1 PAYMENT DISPUTES**
   a. Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier. **All disputes concerning rebate invoices must be settled by closeout of the Federal fiscal year in which the basis of the dispute occurred.**

53. **Page 5- Section I.F.4 MISCELLANEOUS**
   a. Changes detailed here can be confidential and might be considered trade secrets. It would be a disadvantage to the Contractor to provide this information 120 calendar days prior to a change.
      i. Please revise the time period listed in the RFP and State contracts for advance notification from 120 days to 90 days or the same time notification is provided to the Contractor’s customers, whichever is sooner. **Arkansas declines.**
      ii. If not revised, please describe the procedure the States will follow to ensure they keep trade secrets confidential.
         Proprietary information submitted in response to this RFP (“proprietary information including trade secret, clearly identified as such upon submission”) may not be subject to disclosure. **Arkansas follows AR Code Annotated §§ 4-75-601 et seq; § 25-19-105(b)(9)(A).**
   b. Please remove the requirements to change a UPC code when unit size or reconstituted ounces change or revise this section to state that a manufacturer must follow the UPC code guidelines as to when manufacturers are required to change UPC codes. **Arkansas declines.**

54. **Page 6- Section I.H AUDITS AND RECORDS**
   a. Consistent with the States rights to audit the Contractor, please confirm that the Contractor will be allowed to audit the records and policies and procedures relevant to the infant formula rebate process. **Arkansas confirms.**
   b. Please confirm that documents and/or information regarding policies, procedures and operations of the WIC Program and infant formula monthly issuance allotments by brand and can size, infant age category and feeding method will be provided based on the States open records law. **Arkansas agrees to provide access to data that is readily available.**
      i. If not confirmed, please describe what process is in place for the Contractor to validate issuance/redemption and program compliance. **Not applicable.**

55. **Page 13- Section III.N RECONCILIATION INVOICES**
   a. Please confirm how many reconciliation invoices have been submitted in the last 12 months and the reasons for submitting a reconciliation invoice. **Arkansas has not submitted any reconciliation invoices in the last 12 months.**

**NORTH CAROLINA SAMPLE CONTRACT**

56. **Page 2- Section 3.f**
   a. Please confirm how many advance payment requests have been submitted in the last 12 months and the reasons for submitting these requests. **North Carolina has not requested any advance payments in the last 12 months.**
      i. Please update the payment receipt timing for advance payments from 20 to 30 calendar days from receipt of invoice. **North Carolina declines.**

57. **Page 3- Section 3.h**
   a. Please change the language to read “yielding the same percent discount” instead of “yielding the same net price”. **North Carolina agrees to revise.**
58. Page 3 - Section 3.j
   a. In the event the successful offeror is unable to supply a specific form of a product, please confirm that
the States will first utilize a different physical form and then an alternate rebate eligible brand of the
winning manufacturer’s product line prior to the issuance of non-contract non-exempt formulas
produced by other manufacturers. Depending on the situation, it would be North Carolina’s intent
to use Contractor products to the best extent possible. Should a recall or shortage be extensive and
across multiple physical forms, North Carolina would expect flexibility and would work in
 collaboration with the Contractor to ensure access to formula for all WIC families, which may
require adjustments to this contingency in order to provide the optimal service to the North
Carolina’s participants.
      i. If not confirmed, please list all the reasons why the States will not substitute an alternate
form of the contracted infant formula prior to issuing a non-contract brand. Not applicable.
   b. Please revise the language in this section to reflect rebates paid for any substitute formula shall yield
the same percentage discount as the rebate for the formula for which it is being substituted.
North Carolina declines to change the contract language as suggested. The rebate paid for the
substitute formula shall yield the same “Rebate Per Unit Cost” per ounce as the physical form for
which it is being substituted.

59. Page 3 - Section 3.k
   a. The Paragraph 3.f. referenced in this section is an incorrect reference to the language for increase or
decrease in wholesale price. Please amend to reference the correct paragraph.
North Carolina agrees to amend.

60. Page 4 - Section 4 PAYMENT DISPUTES
   a. Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that
prevents the Contractor from being able to identify the incorrect billing earlier.
All disputes concerning rebate invoices must be settled by closeout of the Federal fiscal year in
which the basis of the dispute occurred.

61. Page 5 Section 6.d MISCELLANEOUS
   a. Changes detailed here can be confidential and might be considered trade secrets. It would be a
disadvantage to the Contractor to provide this information 120 calendar days prior to a change.
      i. Please revise the time period listed in the RFP and State contracts for advance notification
from 120 days to 90 days or the same time notification is provided to the Contractor’s
customers, whichever is sooner. North Carolina declines.
      ii. If not revised, please describe the procedure the States will follow to ensure they keep trade
secrets confidential. Proprietary information submitted in response to this RFP
(“proprietary information including trade secrets, clearly identified as such upon
submission”) will not be subject to disclosure. North Carolina follows N.C.G.S. § 132-1.2(1)
regarding conditions for nondisclosure of proprietary information.
   b. Please remove the requirements to change a UPC code when unit size or reconstituted ounces
change or revise this section to state that a manufacturer must follow the UPC code guidelines as to
when manufacturers are required to change UPC codes. North Carolina declines.

62. Page 6 - Section 8 AUDITS AND RECORDS
   a. Consistent with the States rights to audit the Contractor, please confirm that the Contractor will be
allowed to audit the records and policies and procedures relevant to the infant formula rebate
   b. Please confirm that documents and/or information regarding policies, procedures and operations of
the WIC Program and infant formula monthly issuance allotments by brand and can size, infant age
category and feeding method will be provided based on the States open records law.
North Carolina confirms to provide access to data that is readily available.
c. Please confirm that redacted information including infant age in months and feeding method type will be made available to the Contractor upon request for the purpose of verifying that appropriate issuance is maintained. North Carolina confirms to provide data that is readily available.
d. If not confirmed, please describe what process is in place for the Contractor to validate issuance/redemption and program compliance. Not applicable.

63. Page 12- Section 28 RECONCILIATION INVOICES
   a. How many reconciliation invoices have been submitted in the past 12 months?
      North Carolina has not submitted any reconciliation invoices in the last 12 months.

64. Page 12 - Section 27
   a. The last paragraph has a reference to Paragraph 3(j). We believe this is referencing the wrong section. Please correct to the appropriate section. North Carolina agrees to amend.

GENERAL QUESTIONS- applicable to RFP and all State sample contracts

65. Please confirm that none of the sample contracts included in this RFP need to be completed or signed and returned with a bid submission. The States confirm.

66. Please explain how award will be made in the event of a tie bid.
   In the unlikely event of a tie, the award will be made in accordance with 7 CFR 246.16a(c)(5) and Section 1.4.1.41 NMAC (Best and Final Offers) and Section 1.4.1.44(A) NMAC (Award); in the event of an unresolved tie, Section 1.4.1.26(B)(4) NMAC (Identical Low Bids) will be implemented.

67. Please confirm that Attachment 4, Israel Boycott and Restriction Certification form does not need to be completed and submitted to be considered a responsive bid as this is not an item listed in Section B. Proposal Format and Content. The States confirm that Attachment 4 only applies to Arkansas.

68. What percentage of issued formula benefits are redeemed in each State? From September 1, 2022 – February 28, 2023, the States confirm: New Mexico: 82%, Arkansas: 84%, North Carolina: 76%.

69. Please explain each States' policy on accepting returned formula from participants.
   The States accept returned formula from WIC participants but do not reissue.
   a. Please confirm that if the State reissues formula (in the event of a return), that the contracted manufacturer will not pay rebates exceeding the federal maximum. The States confirm.
      i. Example: Mom is issued 9 cans of Gerber GoodStart Gentle powder and redeems all 9 cans. Mom returns 7 cans to the clinic and is issued a new benefit for 7 cans of Gerber GoodStart Soothe powder. Is the State seeking rebates on 9 cans or 16 cans today? If a WIC participant redeems benefits for contract infant formula from an authorized WIC vendor, all redeemed units of contract formula are rebated. The States would seek rebates on 16 cans.
   b. If above is not confirmed, please detail by age of baby, form, and type how many units of formula are rebated above the federal maximum. Not applicable.

70. Please provide the percentage of infants, for each State, that are issued benefits 3 months at a time, 2 months at a time and 1 month at a time. The States decline. The data is not readily available.

71. During 2022 (or the most recent period data is available), for each State, please advise what percentage of infant formula food instruments were issued to participants but never redeemed. From January 1, 2022 – December 31, 2022, the States confirm New Mexico: 17%, Arkansas: 25%, North Carolina: 22%.

72. Please confirm a manufacturer is not billed for rebates for infant formula issued to children. The States do not confirm.
a. If not confirmed, please provide the monthly average number of children receiving infant formula. 

73. COMPLIANCE MONITORING

a. Please confirm authorized vendors are responsible for maintaining adequate stock of authorized infant formulas. The manufacturer is responsible for fulfilling orders from retailers through its established distribution network. The States confirm.

b. Do the States perform compliance buys to confirm that WIC authorized retailers are only allowing the purchase of the formula listed on the Food Instrument? The States confirm compliance buys are performed.
   i. If the States are not currently performing these compliance buys, we urge the States to begin.

c. How many vendors have been sanctioned over the course of the current contract for allowing the purchase of a formula not specified on the Food Instrument? The States confirm New Mexico: 0, Arkansas: 0, North Carolina: 0.

d. Do the States authorize vendors doing more than 50% of their sales via the WIC program? The States do not authorize.
   i. If so, for each State, please provide how many Above 50% vendors are currently authorized. Not applicable.

e. Please provide what percentage of contracted formula is redeemed at over 50% vendors for each State. The States confirm 0%.

f. Please provide the percentage of dollars reimbursed for the most recent four quarters to over 50% vendors (for rebated infant formula) for each State. The States confirm 0%.

g. Should the states allow online ordering during the course of this contract, please confirm the state will work with the contractor and share compliance monitoring protocols for online vendors. Upon request, the States will provide their monitoring protocols.
   i. Please share by state any plans/timing to allow online vendors. The States are in an exploratory phase until the Final Rule is issued.

74. TERMINATION

a. Are termination options mutually available to the States and manufacturer? Termination options are available to the States.

b. Is termination only an option when there is a breach of contract or is it also offered in matters of convenience? The States may terminate with or without cause.

c. How many days’ notice is needed when the States plan to terminate the contract? Termination without cause is a minimum of 270 calendar days. Termination with cause, subject to cure term, then no less than 24 hours. And, if termination options are reciprocal, how many days’ notice do the States need for a contract termination? Termination options are not reciprocal.
States' Response Exhibit A

Acknowledgment of Receipt Form
ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledgement of receipt of this Request for Proposal, Amendment No. 1, the undersigned agrees that they have received a complete copy.

Lora Marsh, Procurement Manager
WIC/FMN Programs
New Mexico Department of Health
2040 S. Pacheco, Suite 124
Santa Fe, New Mexico 87505
Phone: (505) 476-8806
Fax: (505) 476-8900

All other terms in the Timeline for Proposal remain the same.

Signature

Name of Company

Title

Date

Request For Proposals (RFP) Amendment No. 1
Special Supplemental Nutrition Program for Women, Infants and Children
WIC Infant Formula Rebate Initiative
States' Response Exhibit B

Invoices May 1, 2022 - October 31, 2022
# Rebate Invoice
**New Mexico Department of Health**
**Nutrition Services Section / WIC**

**Invoice Number:** 2259  
**Invoice Date:** 06/30/2022  
**Created By:** kstorr

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Pay this Amount: **$636,387.61**

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**Total Items:** **35847**

**Pay this Amount:** **$630,083.64**
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Total for Issue Month: **2207** $634,798.56

Redemption Month: **2207** Total Items: **36087** Pay this Amount: **$634,798.56**

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Redemption Month: **2208**  
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Pay this Amount: **$655,334.83**

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<td>21/95</td>
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<td>GERBER CONCENTRATE GENTLEPRO 8.1 OZ</td>
<td>21/107</td>
<td>159</td>
<td>3.29500</td>
<td>523.91</td>
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Total for Issue Month: **2209**

Total for Month: **2209**
Total Items: **35917**
Pay this Amount: **$637,441.46**

This information is the property of New Mexico Department of Health and may not be distributed in part or whole without authorized permission.
### States' Response Exhibit B

<table>
<thead>
<tr>
<th>Redemption Month</th>
<th>Issue Month</th>
<th>UPC</th>
<th>Description</th>
<th>Cat/SubCat</th>
<th>Total Units</th>
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Total for Issue Month: **2210**

Redemption Month: **2210**

Total Items: **35346**

Pay this Amount: **$639,703.29**

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This information is the property of New Mexico Department of Health and may not be distributed in part or whole without authorized permission.
Arkansas Dept. of Health WIC Program  
4815 West Markham Street, Slot 43  
Little Rock, AR  72205-3867  
(501) 661-2473 fax (501) 661-2004

INVOICE

Name: Nestle  
Address: 12 Vreeland Road  
City: Florham Park  
Billed to: Danielle Lagonigro - Accounting Services Manager  
Effective: 3/1/2022  
Invoice Date: 6/7/2022  
Rebate Mo./Yr.: May-22  
Date Completed: 6/7/2022  
Rebate Due Date: 7/7/2022

<table>
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<th>Rate</th>
<th>Amount</th>
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<td>1076</td>
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93,829

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

TOTAL REBATE 1,666,180.58

Office Use Only
Arkansas Dept. of Health WIC Program
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

**INVOICE**

Name: Nestle
Address: 12 Vreeland Road
City: Florham Park  State: NJ  Zip: 07932
Billed to: Danielle Lagonigro - Accounting Services Manager

---

<table>
<thead>
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<th># of Cans</th>
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89,835

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Electronic Transfer

Bank: Bank of America NA
Acct. #: 487001621137
Acct. Name: Arkansas Dept of Health WIC
ABA #: 82000073

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**TOTAL REBATE**

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States' Response Exhibit B
## INVOICE

**Name:** Nestle  
**Address:** 12 Vreeland Road  
**City:** Florham Park, State: NJ, Zip: 07932  
**Billed to:** Danielle Lagonigro - Accounting Services Manager  
**Effective:** 3/1/2022  
**Invoice Date:** 8/9/2022  
**Rebate Mo./Yr.:** Jul-22  
**Date Completed:** 8/9/2022  
**Rebate Due Date:** 9/9/2022

<table>
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**TOTAL REBATE**  
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- **Electronic Transfer**  
- **Bank:** Bank of America NA  
- **Acct. #:** 487001621137  
- **Acct. Name:** Arkansas Dept of Health WIC  
- **ABA #:** 82000073

**Office Use Only**
Arkansas Dept. of Health WIC Program
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

**INVOICE**

<table>
<thead>
<tr>
<th># of Cans</th>
<th>Food Item #</th>
<th>Formula Description</th>
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<th>Amount</th>
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89,554

**TOTAL REBATE**

1,590,320.51

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Arkansas Dept. of Health WIC

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Office Use Only
## INVOICE

**Name:** Nestle  
**Address:** 12 Vreeland Road  
**City:** Florham Park, NJ, Zip: 07932  
**Billed to:** Danielle Lagonigro - Accounting Services Manager

<table>
<thead>
<tr>
<th># of Cans</th>
<th>Food Item #</th>
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<th>Rate</th>
<th>Amount</th>
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| 80,543    |             |                                                         |       |           |

**Total Rebate:** 1,429,819.39

**Electronic Transfer**

**Bank:** Bank of America NA  
**Acct. #:** 487001621137  
**Acct. Name:** Arkansas Dept of Health WIC  
**ABA #:** 82000073

**Office Use**

**States' Response Exhibit B**
### Arkansas Dept. of Health WIC Program

**Arkansas Dept. of Health WIC Program**
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

---

**INVOICE**

**Effective:** 3/1/2022
**Invoice Date:** 11/15/2022

**Name:** Nestle
**Address:** 12 Vreeland Road

**City:** Florham Park **State:** NJ **Zip:** 07932

**Billed to:** Danielle Lagonigro - Accounting Services Manager

**Rebate Mo./Yr.:** Oct-22
**Rebate Due Date:** 12/15/2022

**Date Completed:** 11/15/2022

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**TOTAL REBATE** 1,292,330.82

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**Electronic Transfer**

- **Bank:** Bank of America NA
- **Acct. #:** 487001621137
- **Acct. Name:** Arkansas Dept of Health WIC
- **ABA #:** 82000073

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**Office Use Only**
### North Carolina WIC Program
### Rebate Contract Redemptions
### Redemption Year/Month: May 1-15, 2022

**Invoice Date:** 5/17/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
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<th>Apr 2022</th>
<th>May 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tr>
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<td>0500002166673 - Gerber Good Start Gentle Powder 12.7 oz</td>
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<tr>
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<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>56</td>
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**Total:** $2,533,742.53

**Adjustment:** $0.00

**Grand Total Rebate:** $2,533,742.53

Grand total amount payable by **June 15, 2022** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC  27611
ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
North Carolina WIC Program  
Rebate Contract Redemptions  
Redemption Year/Month: May 16-31, 2022

Invoice Date: 6/2/2022

Rebate Effective Dates: 10/1/2018 - 9/30/2023

<table>
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<th>Total $</th>
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<tbody>
<tr>
<td>42</td>
<td>0500000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<td>050000472635 - Gerber Good Start GentlePro Powder 32.0 oz</td>
<td>22</td>
<td>22</td>
<td>41.279</td>
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<td>48</td>
<td>050000568710 - Gerber Good Start Gentle RTF 33.8 oz</td>
<td>31</td>
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<td>1,307.12</td>
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<tr>
<td>398</td>
<td>050000624003 - Gerber Good Start SoothePro Powder 12.4 oz</td>
<td>4225</td>
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<td>45472</td>
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<td>050000487226 - Gerber Good Start SoothePro Powder 19.4 oz</td>
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<tr>
<td>488</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<tr>
<td>489</td>
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<td>395</td>
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Total: $2,451,935.60
Adjustment: $0.00
Grand Total Rebate: $2,451,935.60

Grand total amount payable by **June 30, 2022** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
### North Carolina WIC Program
**Rebate Contract Redemptions**
**Redemption Year/Month:** June 1-15 2022

**Invoice Date:** 6/17/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
<th>May 2022</th>
<th>Jun 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>30</td>
<td>19</td>
<td>49</td>
<td>8.379</td>
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<tr>
<td>43</td>
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<td>5066</td>
<td>8728</td>
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<td>050000137688 - Gerber Good Start Soy Powder 20.0 oz</td>
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<td>282</td>
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<td>8,696.60</td>
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<tr>
<td>46</td>
<td>050000158140 - NAN 1 Pro Infant Powder 28.2 oz</td>
<td>24</td>
<td>22</td>
<td>46</td>
<td>17.036</td>
<td>783.66</td>
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<tr>
<td>46</td>
<td>050000216673 - Gerber Good Start Gentle Powder 12.7 oz</td>
<td>33387</td>
<td>43426</td>
<td>76813</td>
<td>17.881</td>
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<td>23603</td>
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<td>488</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>939</td>
<td>2140</td>
<td>3.295</td>
<td>7,051.30</td>
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<td>489</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
<td>215</td>
<td>116</td>
<td>331</td>
<td>3.295</td>
<td>1,090.65</td>
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**Total:** $2,290,632.62

**Adjustment:** $0.00

**Grand Total Rebate:** $2,290,632.62

Grand total amount payable by **July 15, 2022** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC 27611
ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
### North Carolina WIC Program
#### Rebate Contract Redemptions
**Redemption Year/Month:** June 16-30 2022

**Invoice Date:** 7/3/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>May 2022</th>
<th>Jun 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
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<td>42</td>
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<td>16.538</td>
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<tr>
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<td>70829</td>
<td>78397</td>
<td>17.881</td>
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<td>46</td>
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<td>16</td>
<td>87</td>
<td>103</td>
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<td>46</td>
<td>050000378135 - Gerber Good Start Gentle Supreme A2 20.0 oz</td>
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<td>66.81</td>
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<td>15,384.17</td>
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<td>880</td>
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<td>30024</td>
<td>32770</td>
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<tr>
<td>489</td>
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<td>405</td>
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</table>

**Total:** $2,220,173.98

**Adjustment:** $0.00

**Grand Total Rebate:** $2,220,173.98

Grand total amount payable by **July 29, 2022** by electronic transfer to:

**Wells Fargo**  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
# North Carolina WIC Program
## Rebate Contract Redemptions
### Redemption Year/Month: July 1-15 2022

**Invoice Date:** 7/19/2022

**Invoice Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
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<th>Jul 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
<tr>
<td>42</td>
<td>0500000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<td>18</td>
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<td>43</td>
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<td>9628</td>
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<tr>
<td>46</td>
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<td>1,056.23</td>
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<tr>
<td>46</td>
<td>050000216673 - Gerber Good Start Gentle Powder 12.7 oz</td>
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<td>41204</td>
<td>7579</td>
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<td>15,746.25</td>
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<tr>
<td>46</td>
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<td>4</td>
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<td>398</td>
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<td>312</td>
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<td>18,374.68</td>
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<tr>
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</table>

Total: $2,167,865.94

Adjustment: $0.00

Grand Total Rebate: $2,167,865.94

Grand total amount payable by **August 15, 2022** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC 27611
ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
# North Carolina WIC Program

## Rebate Contract Redemptions

**Redemption Year/Month:** July 16-31, 2022

**Invoice Date:** 8/5/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
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<th>Food ID</th>
<th>Description</th>
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<th>Apr 2022</th>
<th>May 2022</th>
<th>Jun 2022</th>
<th>Jul 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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</thead>
<tbody>
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<td>42</td>
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<td>19</td>
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<td></td>
</tr>
<tr>
<td>43</td>
<td>050000137688 - Gerber Good Start Powder 20.0 oz</td>
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<td></td>
<td>24</td>
<td>24</td>
<td>979</td>
<td>19</td>
<td>8.379</td>
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<tr>
<td>43</td>
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<tr>
<td>46</td>
<td>050000158140 - NAN 1 Pro Infant Powder 28.2 oz</td>
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<td>46</td>
<td>050000265879 - Gerber Good Start GentlePro Powder 20.0 oz</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>398</td>
<td>050000487226 - Gerber Good Start SoothePro Powder 19.4 oz</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>398</td>
<td>050000494989 - Gerber Good Start SoothePro Powder 30.6 oz</td>
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<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>488</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>489</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
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**Total:** $2,380,823.95

**Adjustment:** $0.00

**Grand Total Rebate:** $2,380,823.95

Grand total amount payable by **August 31, 2022** by electronic transfer to:

Wells Fargo

P.O. Box 27886

Raleigh NC 27611

ABA Routing #121000248

Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
<th>May 2022</th>
<th>Jul 2022</th>
<th>Aug 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
<tr>
<td>42</td>
<td>Gerber Good Start Soy RTF 33.8 oz</td>
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<td>10</td>
<td>38</td>
<td>8.379</td>
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<td>43</td>
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<td>4768</td>
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<td>16.538</td>
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<tr>
<td>46</td>
<td>Nan 1 Pro Infant Powder 28.2 oz</td>
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<td>17.036</td>
<td></td>
<td>783.66</td>
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<tr>
<td>46</td>
<td>Gerber Good Start GentlePro Powder 20.0 oz</td>
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<td>226</td>
<td>513</td>
<td>30.875</td>
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<td>15,838.88</td>
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<tr>
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**Total:** $2,093,433.88  
**Adjustment:** $0.00  
**Grand Total Rebate:** $2,093,433.88

Grand total amount payable by **September 15, 2022** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
**North Carolina WIC Program**

**Rebate Contract Redemptions**

**Redemption Year/Month:** August 16-31 2022

**Invoice Date:** 9/7/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

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<tr>
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<th>Jul 2022</th>
<th>Aug 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<td>32359</td>
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<td>488</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>1707</td>
<td>2245</td>
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<td>489</td>
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<td>398</td>
<td>485</td>
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**Total:** $2,449,557.81

**Adjustment:** $0.00

**Grand Total Rebate:** $2,449,557.81

Grand total amount payable by **October 7, 2022** by electronic transfer to:

**Wells Fargo**
P.O. Box 27886
Raleigh NC 27611
ABA Routing #121000248
Bank Account #206269000003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
## North Carolina WIC Program
### Rebate Contract Redemptions
#### Redemption Year/Month: September 1-15 2022
---

**Invoice Date:** 9/20/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

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<th>Food ID</th>
<th>Description</th>
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<th>Sep 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>39</td>
<td>39</td>
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<tr>
<td>43</td>
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<td>2730</td>
<td>2882</td>
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<td>16.538</td>
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<td>4,409.98</td>
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<tr>
<td>46</td>
<td>050000158140 - NAN 1 Pro Infant Powder 28.2 oz</td>
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<td>14</td>
<td>26</td>
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**Total:** $2,130,793.28  
Adjustment: $0.00  
Grand Total Rebate: $2,130,793.28

Grand total amount payable by October 20, 2022 by electronic transfer to:  
Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
## North Carolina WIC Program
### Rebate Contract Redemptions
#### Redemption Year/Month: September 16-30 2022

**Invoice Date:** 10/5/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

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<tr>
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<th>Sep 2022</th>
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**Total:** $2,203,576.59

**Adjustment:** $0.00

**Grand Total Rebate:** $2,203,576.59

Grand total amount payable by **November 4, 2022** by electronic transfer to:
Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
North Carolina WIC Program  
Rebate Contract Redemptions  
Redemption Year/Month: October 1-15 2022

Invoice Date: 10/18/2022

Rebate Effective Dates: 10/1/2018 - 9/30/2023

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<td>12</td>
<td>19</td>
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<td>30.875</td>
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<td>17.881</td>
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<td>050000487226 - Gerber Good Start SoothePro Powder 30.6 oz</td>
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<td>119</td>
<td>261</td>
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<td>30.830</td>
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<tr>
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<td>41.189</td>
<td>95,764.43</td>
</tr>
<tr>
<td>48</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>136</td>
<td>462</td>
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<td>3.295</td>
<td>1,522.29</td>
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Total: $1,774,989.66
Adjustment: $0.00
Grand Total Rebate: $1,774,989.66

Grand total amount payable by **November 18, 2022** by electronic transfer to:
Wells Fargo
P.O. Box 27886
Raleigh NC  27611
ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:**  WIC-IF-23
**BILLING TO:** Gerber Products Company
# North Carolina WIC Program
## Rebate Contract Redemptions
### Redemption Year/Month: Oct 16-31 2022

**Invoice Date:** 11/3/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Sep 2022</th>
<th>Oct 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>11</td>
<td>11</td>
<td>8.379</td>
<td>92.17</td>
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<td>050000158140 - NAN 1 Pro Infant Powder 28.2 oz</td>
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<td>050000568710 - Gerber Good Start Gentle RTF 33.8 oz</td>
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**Total:** $2,496,007.66

**Adjustment:** $0.00

**Grand Total Rebate:** $2,496,007.66

---

Grand total amount payable by **December 2, 2022** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
States' Response Exhibit C

Infant Formula Issuance Report
September 1, 2022 - February 28, 2023
<table>
<thead>
<tr>
<th>Formula Name, Type, and Size</th>
<th>Contract Infant Formula</th>
<th>Exempt Infant Formula</th>
<th>Number of Containers Issued</th>
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<td>NUTRAMIGEN W/ENFLORA LGG 12.6 OZ</td>
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<td><strong>Total units issued all infant formula</strong></td>
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## Arkansas Infant Formula Issuance Report 9.1.22 - 2.28.23

<table>
<thead>
<tr>
<th>Formula Name, Type, and Size</th>
<th>Contract Infant Formula</th>
<th>Exempt Infant Formula</th>
<th>Number of Containers Issued</th>
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<td>GERBER GS SOY POWDER 12.9 OZ</td>
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## North Carolina Infant Formula Issuance Report 9.1.22 - 2.28.23

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<th>Formula Name, Type, and Size</th>
<th>Contract Infant Formula</th>
<th>Exempt Infant Formula</th>
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**Total units issued contract infant formula** | **8,295,445**

<table>
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<th>Contract Infant Formula</th>
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<th>Number of Containers Issued</th>
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<tbody>
<tr>
<td>Alfamino Infant with Iron Powder 14.1 oz</td>
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<tr>
<td>Elecare Infant Formula DHA/ARA Powder 14.1 oz</td>
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<tr>
<td>Enfamil 24 Cal RTF 2 oz NSB</td>
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<td>Enfamil EnfaCare NeuroPro RTF 2oz NSB</td>
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<td>Enfamil NeuroPro EnfaCare Powder</td>
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<td>Fortini RTF 4 oz</td>
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<td>Pregestimil DHA &amp; ARA 24 Cal RTF 2 oz NSB</td>
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<td>PurAmino DHA &amp; ARA Powder 14.1 oz</td>
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<tr>
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<td>Similac Neosure RTF 32 oz</td>
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<td>Similac Special Care 24 High Protein RTF 2 oz NSB</td>
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**Total units issued exempt/non-contract infant formula** | **614,913**

**Total units issued all infant formula** | **9,525,271**
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<th>Total Rebate Amount</th>
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Total for Issue Month: **2209**

Total Items: **35917**

Pay this Amount: **$637,441.46**

This information is the property of New Mexico Department of Health and may not be distributed in part or whole without authorized permission.
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<th>Total Units</th>
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Total for Issue Month: **2210** $639,703.29

Redemption Month: **2210** Total Items: **35346** Pay this Amount: **$639,703.29**

This information is the property of New Mexico Department of Health and may not be distributed in part or whole without authorized permission.
# Rebate Invoice

New Mexico Department of Health
Nutrition Services Section / WIC

Invoice Number: 2313
Invoice Date: 12/20/2022
Created By: domdiaz

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Total for Issue Month: 2211  $652,483.98

Redemption Month: 2211  Total Items: 35929  Pay this Amount: $652,483.98

This information is the property of New Mexico Department of Health and may not be distributed in part or whole without authorized permission.
## Rebate Invoice

### New Mexico Department of Health

**Nutrition Services Section / WIC**

**Manufacturer:** Nestle  
1812 N. Moore Street  
26th Floor  
Arlington, VA 22209

**Rebate Invoice Number:** 2322  
**Invoice Date:** 01/20/2023  
**Created By:** domdiaz

**Rebate Contract Number:** NMWIC2018REBATE  
**Contract Runs:** 10/01/2018 TO 09/30/2023  
**Date Range:** 10/01/2022 TO 12/31/2022

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**Total for Issue Month:** $89.41

**Redemption Month: 2211**  
**Total Items:** 5  
**Pay this Amount:** $89.41

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**Total for Issue Month:** $631,969.16

**Redemption Month: 2212**  
**Total Items:** 34757  
**Pay this Amount:** $631,969.16

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This information is the property of New Mexico Department of Health and may not be distributed in part or whole without authorized permission.
Rebate Invoice
New Mexico Department of Health
Nutrition Services Section / WIC

Invoice Number: 2329
Invoice Date: 02/20/2023
Created By: domdiaz

Manufacturer: Nestle
1812 N. Moore Street
26th Floor
Arlington, VA 22209

Rebate Contract Number: NMWIC2018REBATE
Contract Runs: 10/01/2018 TO 09/30/2023
Date Range: 10/01/2022 TO 01/31/2023

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**Total for Issue Month: 2301**

Pay this Amount: **$652,488.95**

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Total for Issue Month: 2302 $668,534.76

Redemption Month: 2302 Total Items: 37399 Pay this Amount: $668,534.76
Arkansas Dept. of Health WIC Program
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

INVOICE

Effective: 3/1/2022

<table>
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<tr>
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<th>Invoice Date: 10/14/2022</th>
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<td>City: Florham Park</td>
<td>Date Completed: 10/14/2022</td>
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<td>Rebate Due Date: 11/14/2022</td>
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TOTAL REBATE 1,429,819.39

Electronic Transfer

Bank: Bank of America NA
Acct. #: 487001621137
Acct. Name: Arkansas Dept of Health WIC
ABA #: 82000073
Arkansas Dept. of Health WIC Program
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

Invoice No.  

**INVOICE**  

<table>
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72,925  

**TOTAL REBATE** 1,292,330.82

- **Electronic Transfer**
- **Check**
- **Credit**

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Office Use Only
Arkansas Dept. of Health WIC Program
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

INVOICE

Effective: 3/1/2022

Name: Nestle
Address: 12 Vreeland Road
City: Florham Park  State: NJ  Zip: 07932
Billed to: Danielle Lagonigro - Accounting Services Manager

Invoice Date: 12/14/2022
Rebate Mo./Yr.: Nov-22
Date Completed: 12/14/2022
Rebate Due Date: 1/14/2022

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<tr>
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<td>Gerber Good Start Soy, 12.9 oz. Powder</td>
<td>8.3790</td>
<td>109,465.02</td>
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<tr>
<td>30</td>
<td>1078</td>
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<td>8.3790</td>
<td>251.37</td>
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<tr>
<td>22,896</td>
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<td>Gerber Good Start Soothe, 12.4 oz. Powder</td>
<td>17.8810</td>
<td>409,403.38</td>
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78,674

Electronic Transfer

Bank: Bank of America NA
Acct. #: 487001621137
Acct. Name: Arkansas Dept of Health WIC
ABA #: 82000073

TOTAL REBATE 1,396,626.21
Arkansas Dept. of Health WIC Program
4815 West Markham Street, Slot 43
Little Rock, AR 72205-3867
(501) 661-2473 fax (501) 661-2004

INVOICE

Name: Nestle  Effective: 3/1/2022
Address: 12 Vreeland Road
City: Florham Park  State: NJ  Zip: 07932
Billed to: Danielle Lagonigro - Accounting Services Manager

<table>
<thead>
<tr>
<th># of Cans</th>
<th>Food Item #</th>
<th>Formula Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
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<tr>
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Electronic Transfer

Bank: Bank of America NA
Acct. #: 487001621137
Acct. Name: Arkansas Dept of Health WIC
ABA #: 82000073

Payment Details

TOTAL REBATE: 1,396,442.32

Office Use Only
Arkansas Dept. of Health WIC Program  
4815 West Markham Street, Slot 43  
Little Rock, AR 72205-3867  
(501) 661-2473 fax (501) 661-2004  

**INVOICE**

| Name: Nestle | Effective: 3/1/2022 |
| Address: 12 Vreeland Road | Invoice Date: 2/10/2023 |
| City: Florham Park | State: NJ | Zip: 07932 | Rebate Mo./Yr.: Jan-22 |
| Billed to: Danielle Lagonigro - Accounting Services Manager | Date Completed: 2/10/2023 |

<table>
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<td>865,047.02</td>
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<tr>
<td>1074</td>
<td>Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate</td>
<td>4.9220</td>
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<tr>
<td>247</td>
<td>1075</td>
<td>Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed</td>
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<td>3,560</td>
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<td>16.5380</td>
<td>58,875.28</td>
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<td>Gerber Good Start Soothe, 12.4 oz. Powder</td>
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| 78,307 | | | |

**TOTAL REBATE** | 1,391,245.51 |

Electronic Transfer  
Bank: Bank of America NA  
Acct. #: 487001621137  
Acct. Name: Arkansas Dept of Health WIC  
ABA #: 82000073  

Office Use Only  
Payment Details
## Invoice Details

**Arkansas Dept. of Health WIC Program**

- **Effective:** 3/1/2022
- **Name:** Nestle
- **Address:** 12 Vreeland Road
- **City:** Florham Park, State: NJ, Zip: 07932
- **Billed to:** Danielle Lagonigro - Accounting Services Manager
- **Invoice Date:** 3/7/2023
- **Rebate Mo./Yr.:** Feb-23
- **Invoice No.:**
- **Date Completed:** 3/7/2023
- **Rebate Due Date:** 4/7/2023

###Invoice Table

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<td>8.3790</td>
<td>1,332.26</td>
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<tr>
<td>4,360</td>
<td>1076</td>
<td>Gerber Good Start Soy, 12.9 oz. Powder</td>
<td>16.5380</td>
<td>72,105.68</td>
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<tr>
<td>191</td>
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<td>Gerber Good Start Soy, 33.8 fl oz. Liquid Concentrate</td>
<td>4.9220</td>
<td>1,600.39</td>
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###Electronic Transfer Details

- **Bank:** Bank of America NA
- **Acct. #:** 487001621137
- **Acct. Name:** Arkansas Dept of Health WIC
- **ABA #:** 82000073

###TOTAL REBATE

- **Amount:** 1,447,172.63
# North Carolina WIC Program

## Rebate Contract Redemptions

**Redemption Year/Month:** September 1-15 2022

**Invoice Date:** 9/20/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

### Food

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
<th>Aug 2022</th>
<th>Sep 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>0500000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>39</td>
<td>39</td>
<td>8.379</td>
<td>326.78</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>050000035304 - Gerber Good Start Soy Powder 12.9 oz</td>
<td>2730</td>
<td>2882</td>
<td>5612</td>
<td>16.538</td>
<td>92,811.26</td>
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<tr>
<td>43</td>
<td>050000137688 - Gerber Good Start Soy Powder 20.0 oz</td>
<td>80</td>
<td>63</td>
<td>143</td>
<td>30.839</td>
<td>4,409.98</td>
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<tr>
<td>46</td>
<td>050000158140 - NAN 1 Pro Infant Powder 28.2 oz</td>
<td>12</td>
<td>14</td>
<td>26</td>
<td>17.036</td>
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<tr>
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<td>36703</td>
<td>67968</td>
<td>17.881</td>
<td>1,215,335.81</td>
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<tr>
<td>46</td>
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<td>514</td>
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<tr>
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<td>050000413751 - Gerber Good Start Gentle Powder 27 oz</td>
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<td>2738</td>
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<tr>
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<td>120</td>
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<td>1,005.48</td>
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<tr>
<td>398</td>
<td>050000487226 - Gerber Good Start SoothePro Powder 19.4 oz</td>
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<td>509</td>
<td>887</td>
<td>30.830</td>
<td>27,346.21</td>
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<tr>
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<td>1480</td>
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<td>050000624003 - Gerber Good Start SoothePro Powder 12.4 oz</td>
<td>13747</td>
<td>18324</td>
<td>32071</td>
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<tr>
<td>488</td>
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<td>1177</td>
<td>2579</td>
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</table>

**Total:** $2,130,793.28

**Adjustment:** $0.00

**Grand Total Rebate:** $2,130,793.28

Grand total amount payable by **October 20, 2022** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC 27611

ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
# North Carolina WIC Program

**Rebate Contract Redemptions**

**Redemption Year/Month:** September 16-30 2022

**Invoice Date:** 10/5/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
<th>Aug 2022</th>
<th>Sep 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>0500000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<td>21</td>
<td>21</td>
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<tr>
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<td>66</td>
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<tr>
<td>46</td>
<td>050000158140 - NAN 1 Pro Infant Powder 28.2 oz</td>
<td>4</td>
<td>34</td>
<td>38</td>
<td>17.036</td>
<td>647.37</td>
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<tr>
<td>46</td>
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<td>46</td>
<td>050000413751 - Gerber Good Start Gentle Powder 27 oz</td>
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<td>2862</td>
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**Total:** $2,203,576.59

**Adjustment:** $0.00

**Grand Total Rebate:** $2,203,576.59

Grand total amount payable by **November 4, 2022** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
North Carolina WIC Program
Rebate Contract Redemptions
Redemption Year/Month: October 1-15 2022

Invoice Date: 10/18/2022

Rebate Effective Dates: 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Sep 2022</th>
<th>Oct 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
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<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<td>3465</td>
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<tr>
<td>43</td>
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<td>2,652.15</td>
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<td>46</td>
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<tr>
<td>46</td>
<td>050000413751 - Gerber Good Start Gentle Powder 27 oz</td>
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</tr>
<tr>
<td>48</td>
<td>050000487226 - Gerber Good Start SoothePro Powder 19.4 oz</td>
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<td>142</td>
<td>119</td>
<td>261</td>
<td>30.830</td>
<td>8,046.63</td>
</tr>
<tr>
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<td>050000494989 - Gerber Good Start SoothePro Powder 30.6 oz</td>
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<td>41.189</td>
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<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>2739</td>
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<td>48</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
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<td>136</td>
<td>462</td>
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Total: $1,774,989.66
Adjustment: $0.00
Grand Total Rebate: $1,774,989.66

Grand total amount payable by **November 18, 2022** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC  27611
ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:**  WIC-IF-23
**BILLING TO:**  Gerber Products Company
## North Carolina WIC Program
### Rebate Contract Redemptions
#### Redemption Year/Month: Oct 16-31 2022

**Invoice Date:** 11/3/2022  
**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Sep 2022</th>
<th>Oct 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td></td>
<td>11</td>
<td>11</td>
<td>8.379</td>
<td>92.17</td>
<td></td>
</tr>
<tr>
<td>43</td>
<td>050000035304 - Gerber Good Start Soy Powder 12.9 oz</td>
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<td>7710</td>
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<td>8</td>
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<td>26</td>
<td>17.036</td>
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<td>489</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
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**Total:** $2,496,007.66  
**Adjustment:** $0.00  
**Grand Total Rebate:** $2,496,007.66

Grand total amount payable by **December 2, 2022** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
# North Carolina WIC Program

## Rebate Contract Redemptions

### Redemption Year/Month: November 1-15 2022

**Invoice Date:** 11/18/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Oct 2022</th>
<th>Nov 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>10</td>
<td>14</td>
<td>24</td>
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<td>30279</td>
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**Total:** $2,178,305.23

**Adjustment:** $0.00

**Grand Total Rebate:** $2,178,305.23

Grand total amount payable by **December 16, 2022** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC 27611
ABA Routing #1210000248
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
### North Carolina WIC Program

**Rebate Contract Redemptions**

**Redemption Year/Month:** November 16-30 2022

**Invoice Date:** 12/5/2022

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

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<th>Units Billed</th>
<th>Rebate Per Unit</th>
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<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<tr>
<td>46</td>
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<td>7</td>
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**Total:** $2,134,777.75

**Adjustment:** $0.00

**Grand Total Rebate:** $2,134,777.75

Grand total amount payable by **January 5, 2023** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
### North Carolina WIC Program
#### Rebate Contract Redemptions

**Redemption Year/Month:** December 1-15 2022

**Invoice Date:** 12/16/2022

**Invoice Effective Dates:** 10/1/2018 - 9/30/2023

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<th>Dec 2022</th>
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<th>Rebate Per Unit</th>
<th>Total $</th>
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**Total:** $2,234,273.50  
**Adjustment:** $0.00  
**Grand Total Rebate:** $2,234,273.50

Grand total amount payable by **January 13, 2023** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
## North Carolina WIC Program
### Rebate Contract Redemptions
#### Redemption Year/Month: December 16-30, 2022

**Invoice Date:** 1/5/2023

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Dec 2022</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
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<tbody>
<tr>
<td>42</td>
<td>0500000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<td>56</td>
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<td>46</td>
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<td>46</td>
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<td>30.875</td>
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<td>1625</td>
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<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>1744</td>
<td>2179</td>
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<td>489</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
<td>51</td>
<td>317</td>
<td>368</td>
<td>3.295</td>
<td>1,212.56</td>
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</table>

**Total:** $1,962,691.75

**Adjustment:** $0.00

**Grand Total Rebate:** $1,962,691.75

Grand total amount payable by **February 3, 2023** by electronic transfer to:

Wells Fargo
P.O. Box 27886
Raleigh NC  27611
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
### North Carolina WIC Program

**Rebate Contract Redemptions**

**Redemption Year/Month:** December 31 2022 - January 15 2023

**Invoice Date:** 1/18/2023

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
<th>Nov 2022</th>
<th>Dec 2022</th>
<th>Jan 2023</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>57</td>
<td>23</td>
<td>80</td>
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<td>43</td>
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<td>214</td>
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<tr>
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<td>37,564.37</td>
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<tr>
<td>488</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
<td>1298</td>
<td>828</td>
<td>2126</td>
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<td>3.295</td>
<td>7,005.17</td>
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<tr>
<td>489</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
<td>313</td>
<td>157</td>
<td>470</td>
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<td>1,548.65</td>
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**Total:** $2,304,840.74

**Adjustment:** $0.00

**Grand Total Rebate:** $2,304,840.74

---

Grand total amount payable by **February 17, 2023** by electronic transfer to:

- **Wells Fargo**
- P.O. Box 27886
- Raleigh NC 27611
- ABA Routing #121000248
- Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23

**BILLING TO:** Gerber Products Company
North Carolina WIC Program
Rebate Contract Redemptions
Redemption Year/Month: January 16-31, 2023

Invoice Date: 2/3/2023

Rebate Effective Dates: 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
<th>Nov 2022</th>
<th>Dec 2022</th>
<th>Jan 2023</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
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<td>0500000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
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<td>5021</td>
<td>5576</td>
<td>16.538</td>
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<tr>
<td>43</td>
<td>050000137688 - Gerber Good Start Soy Powder 20.0 oz</td>
<td>184</td>
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<td>797</td>
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<td>24,578.68</td>
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<tr>
<td>46</td>
<td>050000216673 - Gerber Good Start Gentle Powder 12.7 oz</td>
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<tr>
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<td>1963</td>
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<td>41.279</td>
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<td>161</td>
<td>180</td>
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<td>7,414.02</td>
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<tr>
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<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>1215</td>
<td>1463</td>
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<tr>
<td>489</td>
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<td>151</td>
<td>377</td>
<td>528</td>
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</tbody>
</table>

Total: $2,175,218.81
Adjustment: $0.00
Grand Total Rebate: $2,175,218.81

Grand total amount payable by March 3, 2023 by electronic transfer to:
Wells Fargo
P.O. Box 27886
Raleigh NC  27611
ABA Routing #121000248
Bank Account #2062690003453

BILLING FOR: WIC-IF-23
BILLING TO: Gerber Products Company
# North Carolina WIC Program
## Rebate Contract Redemptions
### Redemption Year/Month:  February 1-15, 2023

**Invoice Date:** 2/20/2023

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Jan 2023</th>
<th>Feb 2023</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>33</td>
<td>44</td>
<td>77</td>
<td>8.379</td>
<td>645.18</td>
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<tr>
<td>43</td>
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<td>35</td>
<td>3109</td>
<td>3343</td>
<td>6487</td>
<td>16.538</td>
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<tr>
<td>43</td>
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<td>8</td>
<td>122</td>
<td>77</td>
<td>207</td>
<td>30.839</td>
<td>6,383.67</td>
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<tr>
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<tr>
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<tr>
<td>46</td>
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<td>715</td>
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<tr>
<td>46</td>
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<td>738</td>
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<tr>
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<td>282</td>
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<td>14308</td>
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<td>17.881</td>
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</tr>
<tr>
<td>488</td>
<td>050000829897 - Gerber Good Start GentlePro Conc 8.1 oz</td>
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<td>655</td>
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<td>1086</td>
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<tr>
<td>489</td>
<td>050000338689 - Gerber Good Start Soy Conc 8.1 oz</td>
<td>15</td>
<td>291</td>
<td>122</td>
<td>428</td>
<td>3.295</td>
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</tbody>
</table>

**Total:** $2,015,185.21  
**Adjustment:** $0.00  
**Grand Total Rebate:** $2,015,185.21

Grand total amount payable by **March 20, 2023** by electronic transfer to:

Wells Fargo  
P.O. Box 27886  
Raleigh NC 27611  
ABA Routing #121000248  
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23  
**BILLING TO:** Gerber Products Company
### North Carolina WIC Program
### Rebate Contract Redemptions
### Redemption Year/Month: February 16-28, 2023

**Invoice Date:** 3/3/2023

**Rebate Effective Dates:** 10/1/2018 - 9/30/2023

<table>
<thead>
<tr>
<th>Food ID</th>
<th>Description</th>
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<th>Feb 2023</th>
<th>Units Billed</th>
<th>Rebate Per Unit</th>
<th>Total $</th>
</tr>
</thead>
<tbody>
<tr>
<td>42</td>
<td>050000353552 - Gerber Good Start Soy RTF 33.8 oz</td>
<td>12</td>
<td>30</td>
<td>42</td>
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<td>4688</td>
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<td>94,332.75</td>
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<tr>
<td>43</td>
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<td>672</td>
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<td>20,723.81</td>
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<tr>
<td>46</td>
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<td>318</td>
<td>456</td>
<td>30.875</td>
<td>14,079.00</td>
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<tr>
<td>46</td>
<td>050000413751 - Gerber Good Start Gentle Powder 27 oz</td>
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<td>1339</td>
<td>1581</td>
<td>34.155</td>
<td>53,999.06</td>
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<td>48</td>
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<td>249</td>
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<tr>
<td>398</td>
<td>050000487226 - Gerber Good Start SoothePro Powder 19.4 oz</td>
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<td>543</td>
<td>681</td>
<td>30.830</td>
<td>20,995.23</td>
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<tr>
<td>398</td>
<td>050000494989 - Gerber Good Start SoothePro Powder 30.6 oz</td>
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<td>192</td>
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<td>34582</td>
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<td>1853</td>
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<tr>
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<td>52</td>
<td>199</td>
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<td>3.295</td>
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</table>

**Total:** $2,022,599.03

**Adjustment:** $0.00

**Grand Total Rebate:** $2,022,599.03

Grand total amount payable by **April 3, 2023** by electronic transfer to:
Wells Fargo
P.O. Box 27886
Raleigh NC 27611
ABA Routing #121000248
Bank Account #2062690003453

**BILLING FOR:** WIC-IF-23
**BILLING TO:** Gerber Products Company
NEW MEXICO DEPARTMENT OF HEALTH, 
ARKANSAS DEPARTMENT OF HEALTH AND 
NORTH CAROLINA OF DEPARTMENT HEALTH AND HUMAN SERVICES

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN

AMENDMENT No. 1 OF THE REQUEST FOR PROPOSALS (RFP)
WIC INFANT FORMULA REBATE INITIATIVE

Amendment Issue Date:
March 22, 2023

Acknowledgement of Receipt Form:

RFP Due Date:
April 14, 2023

This Amendment No. 1 serves to modify and amend the following articles, sections or paragraphs on the specified pages of the RFP, and the RFP Attachments, including the States’ respective Sample Contracts:

CHANGE ON PAGE 2 OF THE RFP.

Article I, INTRODUCTION, Section C. Administrative Information.

Paragraph 1 (b) of said Section, on page 2 of the RFP, is hereby amended to read as follows:

b. The actual contracts shall be forwarded to the successful offeror after selection. The successful offeror shall return the signed contracts simultaneously to the individual States’ Contract Administrators identified in this RFP within 14 business days from the date the States deliver the contracts. Failure to do so may, at the option of the States, cause the contract to be awarded to another offeror.

CHANGE ON PAGE 11 OF THE RFP.

Article III, PROPOSAL SPECIFICATIONS, Section A. CONSIDERATIONS.

Paragraph eight (8) of said Section, on page 11 of the RFP, is hereby amended to read as follows:

8. Notwithstanding any other provisions of this RFP, the successful offeror shall agree that a Rebate yielding the same percentage discount per Reconstituted Fluid Ounce shall be paid if the Primary Contract Brand Infant Formula is replaced during the term of the contract, including, but not limited to, replacement by change in formulation or Unit Size. The lowest national wholesale price per unit for a full truckload of the
replacement Infant Formula at the time the replacement formula is approved for
issuance by the State will be used to calculate the Rebate.

CHANGE ON PAGE 14 OF THE RFP.

Article III, PROPOSAL SPECIFICATIONS, Section A. CONSIDERATIONS.

Paragraph twelve (12) (b) of said Section, on page 14 of the RFP, is hereby amended to read as follows:

b. When the successful offeror's product is not available in some or all WIC authorized
retailers for 72 hours or more, the State shall have the right to substitute Contract Brand
Infant Formulas currently not approved by the State for issuance or Non-Contract Brand
Infant Formulas, except Exempt Infant Formulas. The State shall invoice, and the
successful offeror shall pay Rebates for the units issued during the period when the
offeror's formula was not available and allow issuance of both contract brand and non-contract brand formula in any available unit size, type, or form authorized by the Food
and Drug Administration (FDA) or for which FDA is exercising enforcement
discretion. Food benefits issued during a shortage may be redeemed after the
shortage is remedied. The Rebate paid for the substitute formula shall yield the same
Rebate Bid Per Unit Cost per ounce as the physical form for which it is being substituted.
State agencies may address Supply Chain Disruptions, as determined by USDA under the
ABFA, as well as other shortages with the specified remedies in their attached
contracts as set forth therein.

CHANGES TO INFANT REPORT (ATTACHMENT I) ATTACHED TO THE RFP.

Article IV, EVALUATION OF PROPOSALS, Section B.

The Attachment I to the RFP (Infant Report), referred to in the RFP Article IV, Evaluation of
Proposals, Section B, and originally included as Attachment I is hereby deleted and replaced in its
 entirety by the attached amended Infant Report.

CHANGES TO BID SHEET (ATTACHMENT II) ATTACHED TO THE RFP.

Article II, PROPOSAL SUBMISSION, Section A.

The WIC Infant Formula Rebate Template for a Single Bid Solicitation (bid sheet), Attachment II,
referred to in the RFP Article II, Proposal Submission, Section, A and originally included as
Attachment II is hereby deleted and replaced in its entirety by the attached amended Bid Sheet.

CHANGES TO SAMPLE CONTRACTS ATTACHED TO THE RFP.

Sample Contract for the State of New Mexico (WIC Program Infant Formula Rebate
Contract), Article 1, SCOPE OF WORK, Section C, Payment.
The said Article 1, Section C, on pages 1-4 of the Sample Contract, subparagraphs eleven and thirteen on pages 3 & 4 are hereby amended to read as follows:

Notwithstanding any other provisions of this Contract, the CONTRACTOR shall pay a Rebate yielding the same percentage discount per Reconstituted fluid ounce as the Primary Contract Brand Infant Formula if the Primary Contract Brand Infant Formula is replaced during the term of the Contract, including, but not limited to, replacement by change in formulation or Unit Size. The lowest national wholesale price per unit for a full truckload of the replacement Infant formula at the time the replacement formula is approved for issuance by the State will be used to calculate the Rebate.

* * * * * *

Agree that in the event of an emergency, Supply Chain Disruption, product recall, or other causes resulting in shortages as determined or declared by federal or state authorities, the DEPARTMENT may issue a Contract Brand Infant formula that is currently not approved for issuance by the DEPARTMENT or a Non-Contract Brand Infant formula, except Exempt Infant Formula. The CONTRACTOR shall pay a Rebate amount per unit calculated in accordance with Section III.A.7.b. of the Request for Proposals. The Rebate paid for the substitute formula shall yield the same Rebate Bid Per Unit Cost per ounce as the physical form for which it is being substituted.

Sample Contract for the State of Arkansas (WIC Infant Formula Rebate Contract), Article XX, Section C (6), Payment.

A new third paragraph is hereby added to said Section, on page 8 of the Sample Contract, to read as follows:

6. Notwithstanding any other provisions of this Contract, the CONTRACTOR shall pay a Rebate yielding the same percentage discount per Reconstituted Fluid Ounce as the Primary Contract Brand Infant Formula, if the Primary Contract Brand Infant Formula is replaced during the term of the Contract, including but not limited to, replacement by change in formulation or Unit Size. The lowest national wholesale price per unit for a full truckload of the replacement Infant Formula at the time the replacement formula is approved for issuance by the PROGRAM will be used to calculate the Rebate.

Sample Contract for the State of Arkansas (WIC Infant Formula Rebate Contract), Section C (8)c, Payment.

The said Section on page 10 of the Sample Contract, is hereby amended to read as follows:

8. The CONTRACTOR agrees that in the event of an emergency, Supply Chain Disruption, or other causes resulting in shortages as determined or declared by federal or state authorities, the PROGRAM may issue a Contract Brand Formula that is currently not approved for issuance by the PROGRAM or a Non-Contract Brand Formula, except Exempt
Infant Formula. The CONTRACTOR shall pay a Rebate amount per unit calculated in accordance with Section III.A.7.b. of the Request for Proposals. The Rebate paid for the substitute formula shall yield the same Rebate Bid Per Unit Cost per ounce as the physical form for which it is being substituted.

Sample Contract for the State of North Carolina (WIC Infant Formula Rebate Contract), Section 3 (h).

The said Section 3 (h), on page 3 of the Sample Contract, is hereby amended to read as follows:

h. Notwithstanding any other provisions of this Contract, the CONTRACTOR shall pay a Rebate yielding the same percent discount per Reconstituted Fluid Ounce as the Primary Contract Brand Infant Formula, if the Primary Contract Brand Infant Formula is replaced during the term of the Contract, including, but not limited to, replacement by change in formulation or Unit Size. The lowest national wholesale price per unit for a full truckload of the replacement Infant Formula at the time the replacement formula is approved for issuance by the DIVISION will be used to calculate the Rebate.

Sample Contract for the State of North Carolina (WIC Infant Formula Rebate Contract), Section 3 (j).

The said Section 3 (j), on page 3 of the Sample Contract, is hereby amended to read as follows:

j. The CONTRACTOR agrees that in the event of an emergency, Supply Chain Disruption, product recall, or other causes resulting in shortages as determined or declared by federal or state authorities, the DIVISION may issue a Contract Brand Infant Formula that is currently not approved for issuance by the DIVISION or a Non-Contract Brand Infant Formula, except Exempt Infant Formula. The CONTRACTOR shall pay a Rebate amount per unit calculated in accordance with Section III.A. 12.b of the Request for Proposals. The Rebate paid for the substitute formula shall yield the same Rebate Bid Per Unit Cost per ounce as the physical form for which it is being substituted.

Sample Contract for the State of North Carolina (WIC Infant Formula Rebate Contract), Section 3 (k).
The said Section 3 (k), on page 3 of the Sample Contract, is hereby amended to read as follows:

k. The CONTRACTOR agrees to pay Rebates to the DIVISION on any redeemed units of Primary Contract Brand Infant Formula and any other Contract Brand Infant Formulas approved for issuance by the DIVISION that are issued with a Food Instrument having a “First Date to Use” on or between October 1, 2023 and September 30, 2026. The Rebate amount applied to the redeemed units shall be the Rebate amount as of the first day of the month of Redemption, except as provided in Paragraph 3(g) for an increase or decrease in wholesale price. Rebate payment shall be made even though the Contract may have expired at the time the units are redeemed and payment of the Rebate is due. For validly redeemed Food Instruments after expiration of the Contract, the Rebate amount applied to the redeemed units shall be the Rebate amount effective on the last day of the Contract Term.

Sample Contract for the State of North Carolina (WIC Infant Formula Rebate Contract), Section 27 (b).

The said Section 27 (b), on page 12 of the Sample Contract, is hereby amended to read as follows:

a. Termination Without Cause

The DIVISION may terminate this Contract with a minimum of two hundred seventy (270) calendar days advance written notice delivered to the Contract representative specified herein.

In the event of termination of the Contract pursuant to this provision, any payment or obligation incurred during that two hundred seventy (270) calendar days between issuance of notice and termination will be made or satisfied within thirty (30) calendar days of receipt of invoice.

If the Contract is terminated pursuant to this provision, the CONTRACTOR shall continue to pay Rebates from the date notice is given until the end of the notice period or until a new Contract is executed, whichever occurs first. Notwithstanding termination, the CONTRACTOR shall comply with Paragraph 3(h) regarding payment of Rebates on units of Infant Formula redeemed subsequent to the Contract termination.

CHANGES TO CERTIFICATION (ATTACHMENT III) ATTACHED TO THE RFP AND AS ATTACHMENT 3 TO THE STATES’ RESPECTIVE SAMPLE CONTRACTS.

Section 14 is added, and states as follows:

14. That the contractor is registered to do business in each State and with each State’s Secretary of State.

All other terms and conditions of the Request For Proposals, including all attachments and Sample Contracts, remain the same.
<table>
<thead>
<tr>
<th></th>
<th>AR</th>
<th>NC</th>
<th>NM</th>
<th>TOTAL</th>
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<tr>
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<td>age 0 through 3 months</td>
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<td>7</td>
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<td>20</td>
<td>38</td>
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* Excludes Infant participants who are exclusively breastfed and those who are issued exempt Infant formula. Participation and usage data is from May 2022 - October 2022.
## WIC Infant Formula Rebate Bid Sheet Template for a Single Bid Solicitation

**Purpose:** Template for WIC State agencies to use in order to collect bids for primary contract infant formula as part of its single-supplier competitive bid solicitation to meet the federal requirements outlined in 7 C.F.R. § 246.10(e)(9)(Table 1) and § 246.16a(c)(2, 4-7).

**Instructions for the WIC State agency:** Please complete all fillable cells in this template highlighted in pink (i.e., cells K8:L16; B25:E25).

**Instructions for the Bidder:** Please complete all fillable cells in this template highlighted in gray (i.e., cells B8:G16; B26:E26; K25:Q26) and read through the certification statements below. Please provide data to at least 3 decimal places when possible. Once complete, please sign and reference procurement instructions provided in the State agency’s bid solicitation.

<table>
<thead>
<tr>
<th>Physical Form</th>
<th>Product Name</th>
<th>UPC Code</th>
<th>Unit Size (in ounces)</th>
<th>Reconstituted Ounce Per Unit</th>
<th>Lowest Wholesale Full Truckload Price Per Unit</th>
<th>Rebate Bid Per Unit</th>
<th>Infant Age Categories</th>
<th>Number of Reconstituted Ounces Issued per Month Based on Max*</th>
<th>Estimated Average Number of Infants by Physical Form Based on 6 Months Average**</th>
<th>Net Price Per Unit</th>
<th>Percent Rebate</th>
<th>Total Monthly Reconstituted Ounces to Bid</th>
<th>Standardized Number of Units of Infant Formula</th>
<th>Total Cost</th>
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<td>Ready-to-Feed</td>
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</tbody>
</table>

*Based on WIC Program Regulations § 246.10(e)(9)(Table 1) and § 246.16a(c)(5)(i)/j)**

**Estimated average based on six months of the most recent data available. Excludes infants that are exclusively breastfed or issued exempt infant formula and includes infants that are issued milk- or soy- based infant formula.

**Please Note:** No assurances are provided on the quantity, type, or physical forms that will be issued under the agreement that will become a result of this bid solicitation. Additionally, the estimated average number of infants provided on this bid sheet is an approximation and excludes infants that are exclusively breastfed or issued exempt infant formula.

**Certification:**

The bidder hereby certifies that:

1. The bidder is registered under the Food, Drug and Cosmetic Act with the U.S. Department of Health & Human Services and its products are in compliance with Federal regulations issued pursuant to P.L. 100-237.
2. Bids for all physical forms of formula meet the requirements of 246.10(e)(l)(iii) and 246.10(e)(2)(iii) and are suitable for the routine issuance to the majority of generally healthy, full term infants.
3. Each infant formula product to be supplied under the terms of this contract complies with the Federal Food, Drug, and Cosmetic Act.
4. The bidder can and will supply the quantities of infant formula offered to meet one hundred percent (100%) of the WIC Program’s needs in all geographic areas as outlined in the bid solicitation.

<table>
<thead>
<tr>
<th>State Agency Name:</th>
<th>Arkansas Department of Health, New Mexico Department of Health, and North Carolina Department of Health and Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer Name:</td>
<td>Manufacturer’s Signature: #DIV/0!</td>
</tr>
</tbody>
</table>
NEW MEXICO DEPARTMENT OF HEALTH (NMDOH),
ARKANSAS DEPARTMENT OF HEALTH (ADH)
AND NORTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES (NCDHHS)

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR
WOMEN, INFANTS AND CHILDREN (WIC)
WIC INFANT FORMULA REBATE INITIATIVE
CONTRACTOR CERTIFICATION

CONTRACTOR

The undersigned authorized official of the above listed infant formula manufacturer (contractor) certifies:

1. That the contractor has read and understands all requirements and specifications of the Request for Proposals, all attachments and the State’s sample contracts, including any amendments made by the States prior to the deadline for the submission of proposals.

2. That the contractor agrees to all requirements, specifications, terms and conditions of the Request for Proposals, all attachments and the State’s sample contracts, including any amendments made by the States prior to the deadline for the submission of proposals.

3. That the contractor, its principals, officers and employees have not been debarred or otherwise sanctioned by any governmental entity (federal, state, territory, tribal, county or municipality) for misconduct, breach of contract, tortious acts or omissions or criminal acts or omissions relating to the production, sale or distribution of infant formula or WIC rebate contractual compliance in the past 10 years. (The facts, circumstances and agreements or findings relating to any sanction or debarment must be provided for the States' consideration).

4. That the contractor shall provide infant formula and rebates to the States pursuant to the terms specified in the Request for Proposals, all attachments and the State’s sample contracts.

5. That the contractor is registered with the Secretary of Health and Human Services under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321 et seq.) and that the products shall comply with all applicable regulations relevant to infant formulas, including 7 CFR Section 246.10 (g) and 21 CFR Parts 106 and 107, as well as the provisions of the Federal Food, Drug and Cosmetic Act.

6. That the contractor will give the States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and shall establish a proper accounting system in accordance with generally accepted accounting standards.

7. That the contractor will comply with the provisions of the Federal Certification Regarding Lobbying.

9. That the contractor will comply with the provisions of the Federal Certification Regarding Debarment and Suspension.

10. That the contractor will comply with the provisions of the Federal Certification Regarding Drug-Free Workplace Requirements.

11. That the contractor will comply with the Energy Policy and Conservation Act (Public Law 94-163), the Commodity Distribution Reform Act and the WIC Amendment of 1987 (Public Law 100-237).

12. That the contractor will obey all applicable federal regulations in the performance of its duties, including applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C 1857), the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the States and the EPA Assistant Administrator for Enforcement.

13. That the contractor will carry adequate public liability insurance and other appropriate forms of insurance as well as pay all taxes incident hereto.

14. That the contractor is registered to do business in each State and with each State’s Secretary of State.

__________________________________________________
Signature of Authorized Certifying Official Date

__________________________________________________
Printed Name of Certifying Official Title