

STATES' RESPONSES TO POTENTIAL OFFERORS' QUESTIONS
ABOUT WIC INFANT FORMULA REBATE INITIATIVES (#00-66500-23-WIC022023)

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=aMMpmWKMclAau6WXUvp1akz2U5dbep.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.

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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.
New Mexico: 1,534. Arkansas: 1,952. North Carolina: 7,693.
- 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 process. **North Carolina 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. **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.
New Mexico: 202. Arkansas: 49. North Carolina: 1,490.

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

States' Response Exhibit B

Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

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

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 07/01/2021 TO 05/31/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2205	2205	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	1923	16.53800	31802.57
2205	2205	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	21207	17.88100	379202.37
2205	2205	00000050000353552	GERBER GS SOY RTF 33.8 OZ	21/62	58	6.69900	388.54
2205	2205	00000050000568710	GERBER GS GENTLE RTF 33.8 OZ	21/59	730	6.69900	4890.27
2205	2205	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	12302	17.88100	219972.06
2205	2205	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	40	3.29500	131.80

Total for Issue Month: **2205**

\$636,387.61

Redemption Month: **2205**

Total Items: **36260**

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

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States' Response Exhibit B

Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2269
 Invoice Date: 07/27/2022
 Created By: kstorr

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2021 TO 06/30/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2206	2206	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2031	16.53800	33588.68
2206	2206	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	21162	17.88100	378397.72
2206	2206	00000050000353552	GERBER GS SOY RTF 33.8 OZ	21/62	72	8.37900	603.29
2206	2206	00000050000568710	GERBER GS GENTLE RTF 33.8 OZ	21/59	691	8.37900	5789.89
2206	2206	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	11828	17.88100	211496.47
2206	2206	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	63	3.29500	207.59

Total for Issue Month: **2206**

\$630,083.64

Redemption Month: **2206**

Total Items: **35847**

Pay this Amount: **\$630,083.64**

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States' Response Exhibit B

Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2277
 Invoice Date: 08/18/2022
 Created By: domdiaz

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2021 TO 07/31/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2207	2207	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2046	16.53800	33836.75
2207	2207	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	21621	17.88100	386605.10
2207	2207	00000050000353552	GERBER GS SOY RTF 33.8 OZ	21/62	83	8.37900	695.46
2207	2207	00000050000568710	GERBER GS GENTLE RTF 33.8 OZ	21/59	532	8.37900	4457.63
2207	2207	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	11676	17.88100	208778.56
2207	2207	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	129	3.29500	425.06

Total for Issue Month: **2207**

\$634,798.56

Redemption Month: **2207**

Total Items: **36087**

Pay this Amount: **\$634,798.56**

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States' Response Exhibit B

Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2284
 Invoice Date: 09/21/2022
 Created By: domdiaz

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2021 TO 08/31/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2208	2208	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2101	16.53800	34746.34
2208	2208	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	22146	17.88100	395992.63
2208	2208	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	12537	17.88100	224174.10
2208	2208	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	128	3.29500	421.76

Total for Issue Month: **2208**

\$655,334.83

Redemption Month: **2208**

Total Items: **36912**

Pay this Amount: **\$655,334.83**

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Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2292
 Invoice Date: 10/21/2022
 Created By: domdiaz

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2021 TO 09/30/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2209	2209	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2112	16.53800	34928.26
2209	2209	000000500000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	23108	17.88100	413194.15
2209	2209	000000500000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	3	30.83000	92.49
2209	2209	000000500000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	14	41.18900	576.65
2209	2209	000000500000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	10521	17.88100	188126.00
2209	2209	000000500000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	159	3.29500	523.91

Total for Issue Month: **2209**

\$637,441.46

Redemption Month: **2209**

Total Items: **35917**

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

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Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2302
 Invoice Date: 11/21/2022
 Created By: domdiaz

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

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2210	2210	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2194	16.53800	36284.37
2210	2210	000000500000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	24974	17.88100	446560.09
2210	2210	000000500000338689	GERBER CONCENTRATE SOY 8.1 OZ	21/108	39	3.29500	128.51
2210	2210	000000500000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	255	30.83000	7861.65
2210	2210	000000500000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	462	41.18900	19029.32
2210	2210	000000500000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	7225	17.88100	129190.23
2210	2210	000000500000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	197	3.29500	649.12
Total for Issue Month: 2210							\$639,703.29

Redemption Month: **2210**

Total Items: **35346**

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

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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

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: 6/7/2022
Rebate Mo./Yr.: May-22
Date Completed: 6/7/2022
Rebate Due Date: 7/7/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
50,616	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	905,064.70
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
164	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,374.16
7,459	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	123,356.94
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	
35,590	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	636,384.79
93,829				

1,666,180.58

TOTAL REBATE 1,666,180.58

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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: 7/14/2022
Rebate Mo./Yr.: Jun-22
Date Completed: 7/14/2022
Rebate Due Date: 8/14/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
48,666	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	870,196.75
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
232	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,943.93
7,216	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	119,338.21
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	
33,721	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	602,965.20
89,835				

1,594,444.08

TOTAL REBATE 1,594,444.08

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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: 8/9/2022
Rebate Mo./Yr.: Jul-22
Date Completed: 8/9/2022
Rebate Due Date: 9/9/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
46,390	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	829,499.59
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
157	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,315.50
6,946	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	114,872.95
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	
29,801	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	532,871.68
83,294				

1,478,559.72

TOTAL REBATE 1,478,559.72

- Electronic Transfer
-
-

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

Payment Details

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 No.

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: 9/8/2022
Rebate Mo./Yr.: Aug-22
Date Completed: 9/8/2022
Rebate Due Date: 10/8/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
50,032	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	894,622.19
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
98	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	821.14
7,380	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	122,050.44
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
16	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	134.06
32,028	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	572,692.67
89,554				

1,590,320.51

TOTAL REBATE 1,590,320.51

- Electronic Transfer
-
-

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

Payment Details

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 No.

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: 10/14/2022
Rebate Mo./Yr.: Sep-22
Date Completed: 10/14/2022
Rebate Due Date: 11/14/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
47,387	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	847,326.95
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
47	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	393.81
7,297	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	120,677.79
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
13	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	108.93
25,799	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	461,311.92
80,543				

1,429,819.39

TOTAL REBATE 1,429,819.39

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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: 11/15/2022
Rebate Mo./Yr.: Oct-22
Date Completed: 11/15/2022
Rebate Due Date: 12/15/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
47,780	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	854,354.18
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
155	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,298.75
7,352	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	121,587.38
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
31	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	259.75
17,607	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	314,830.77
72,925				

1,292,330.82

TOTAL REBATE 1,292,330.82

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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**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

Food ID	Description	Feb 2022	Apr 2022	May 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		33	13	46	8.379	385.43
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		4170	5325	9495	16.538	157,028.31
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz		39756	44833	84589	17.881	1,512,535.91
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		149	68	217	8.379	1,818.24
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	10	21787	25973	47770	17.881	854,175.37
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		1251	825	2076	3.295	6,840.42
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		235	56	291	3.295	958.85
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

Food ID	Description	Apr 2022	May 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	14	23	37	8.379	310.02
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	948	8516	9464	16.538	156,515.63
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		7	7	30.839	215.87
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	8318	73981	82299	17.881	1,471,588.42
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		3	3	30.875	92.63
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz		22	22	41.279	908.14
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	31	125	156	8.379	1,307.12
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	4225	41247	45472	17.881	813,084.83
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		7	7	30.830	215.81
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	287	1587	1874	3.295	6,174.83
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	67	395	462	3.295	1,522.29
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

Food ID	Description	May 2022	Jun 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	30	19	49	8.379	410.57
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	3662	5066	8728	16.538	144,343.66
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	130	152	282	30.839	8,696.60
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	24	22	46	17.036	783.66
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	33387	43426	76813	17.881	1,373,493.25
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	72	62	134	30.875	4,137.25
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz	181	118	299	41.279	12,342.42
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	143	43	186	8.379	1,558.49
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	68	47	115	30.830	3,545.45
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	29	74	103	41.189	4,242.47
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	17163	23603	40766	17.881	728,936.85
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	1201	939	2140	3.295	7,051.30
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	215	116	331	3.295	1,090.65
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

Food ID	Description	Mar 2022	May 2022	Jun 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		6	25	31	8.379	259.75
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		999	8241	9240	16.538	152,811.12
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		30	199	229	30.839	7,062.13
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	9	7559	70829	78397	17.881	1,401,816.76
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		16	87	103	17.036	1,754.71
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		19	147	166	30.875	5,125.25
46	050000378135 - Gerber Good Start Gentle Supreme A2 20.0 oz		2		2	33.405	66.81
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz		9	107	116	41.279	4,788.36
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		26	91	117	8.379	980.34
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		44	455	499	30.830	15,384.17
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		82	798	880	41.189	36,246.32
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz		2746	30024	32770	17.881	585,960.37
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		367	1569	1936	3.295	6,379.12
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		62	405	467	3.295	1,538.77

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

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

Food ID	Description	Jun 2022	Jul 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	29	18	47	8.379	393.81
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	4174	5454	9628	16.538	159,227.86
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	95	105	200	30.839	6,167.80
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	24	38	62	17.036	1,056.23
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	34555	41204	75759	17.881	1,354,646.68
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	232	278	510	30.875	15,746.25
46	050000378135 - Gerber Good Start Gentle Supreme A2 20.0 oz	2	2	4	33.405	133.62
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz	202	139	341	41.279	14,076.14
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	86	59	145	8.379	1,214.96
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	312	284	596	30.830	18,374.68
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	225	372	597	41.189	24,589.83
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	16332	15218	31550	17.881	564,145.55
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	1158	818	1976	3.295	6,510.92
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	254	226	480	3.295	1,581.60

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

Food ID	Description	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz					19	19	8.379	159.20
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz			9	979	8589	9577	16.538	158,384.43
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz				24	188	212	30.839	6,537.87
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz		7		9107	73428	82542	17.881	1,475,933.50
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz				9	75	84	17.036	1,431.02
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz				90	533	623	30.875	19,235.13
46	050000413751 - Gerber Good Start Gentle Powder 27 oz				40	770	810	34.155	27,665.55
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz				25	102	127	41.279	5,242.43
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz				36	99	135	8.379	1,131.17
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	7		9	3386	33070	36472	17.881	652,155.83
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz				47	269	316	30.830	9,742.28
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz				62	273	335	41.189	13,798.32
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz				608	1772	2380	3.295	7,842.10
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz				138	337	475	3.295	1,565.13

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

**North Carolina WIC Program
Rebate Contract Redemptions
Redemption Year/Month: August 1-15 2022**

Invoice Date: 8/19/2022

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

Food ID	Description	May 2022	Jul 2022	Aug 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		28	10	38	8.379	318.40
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		3408	4768	8176	16.538	135,214.69
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		53	86	139	30.839	4,286.62
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	9	29119	38734	67862	17.881	1,213,440.42
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		28	18	46	17.036	783.66
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		287	226	513	30.875	15,838.88
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		650	880	1530	34.155	52,257.15
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz		47	88	135	41.279	5,572.67
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		48	38	86	8.379	720.59
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	9	14508	19094	33611	17.881	600,998.29
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		169	297	466	30.830	14,366.78
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		378	621	999	41.189	41,147.81
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		1142	1033	2175	3.295	7,166.63
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		234	167	401	3.295	1,321.30

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

Food ID	Description	Feb 2022	Jul 2022	Aug 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz			31	31	8.379	259.75
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		1288	7405	8693	16.538	143,764.83
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		28	103	131	30.839	4,039.91
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	6	11249	68588	79843	17.881	1,427,672.68
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		7	44	51	17.036	868.84
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		114	516	630	30.875	19,451.25
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		263	2042	2305	34.155	78,727.28
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz		56	478	534	41.279	22,042.99
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		26	79	105	8.379	879.80
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		85	677	762	30.830	23,492.46
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		120	1124	1244	41.189	51,239.12
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz		5006	32359	37365	17.881	668,123.57
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		538	1707	2245	3.295	7,397.28
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		87	398	485	3.295	1,598.08

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 #2062690003453

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

Food ID	Description	Aug 2022	Sep 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		39	39	8.379	326.78
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	2730	2882	5612	16.538	92,811.26
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	80	63	143	30.839	4,409.98
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	12	14	26	17.036	442.94
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	31265	36703	67968	17.881	1,215,335.81
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	266	248	514	30.875	15,869.75
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	1306	1432	2738	34.155	93,516.39
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz	390	469	859	41.279	35,458.66
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	92	28	120	8.379	1,005.48
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	378	509	887	30.830	27,346.21
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	570	910	1480	41.189	60,959.72
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	13747	18324	32071	17.881	573,461.55
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	1402	1177	2579	3.295	8,497.81
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	276	134	410	3.295	1,350.95
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

Food ID	Description	Aug 2022	Sep 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		21	21	8.379	175.96
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	1095	8130	9225	16.538	152,563.05
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	17	49	66	30.839	2,035.37
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	4	34	38	17.036	647.37
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	8065	66203	74268	17.881	1,327,986.11
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	87	313	400	30.875	12,350.00
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	284	2578	2862	34.155	97,751.61
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	67	330	397	41.279	16,387.76
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	20	80	100	8.379	837.90
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	60	483	543	30.830	16,740.69
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	207	2423	2630	41.189	108,327.07
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	2642	22958	25600	17.881	457,753.60
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	383	2178	2561	3.295	8,438.50
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	37	443	480	3.295	1,581.60
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

Food ID	Description	May 2022	Sep 2022	Oct 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		2	7	9	8.379	75.41
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		3465	4222	7687	16.538	127,127.61
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		48	38	86	30.839	2,652.15
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		7	12	19	17.036	323.68
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz		32232	35397	67629	17.881	1,209,274.15
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		106	123	229	30.875	7,070.38
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		1247	1416	2663	34.155	90,954.77
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		126	84	210	41.279	8,668.59
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		58	34	92	8.379	770.87
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	4	6332	5616	11952	17.881	213,713.71
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		142	119	261	30.830	8,046.63
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		1408	917	2325	41.189	95,764.43
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		1388	1351	2739	3.295	9,025.01
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		326	136	462	3.295	1,522.29

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

Food ID	Description	Aug 2022	Sep 2022	Oct 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz			11	11	8.379	92.17
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		819	7710	8529	16.538	141,052.60
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		4	75	79	30.839	2,436.28
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	7	8356	67952	76315	17.881	1,364,588.52
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		8	18	26	17.036	442.94
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		19	85	104	30.875	3,211.00
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		258	2623	2881	34.155	98,400.56
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		37	113	150	41.279	6,191.85
46	050000378135 - Gerber Good Start Gentle Supreme A2 20oz			2	2	33.405	66.81
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		57	100	157	8.379	1,315.50
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		19	319	338	30.830	10,420.54
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		126	1515	1641	41.189	67,591.15
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz		6696	37529	44225	17.881	790,787.23
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		473	1971	2444	3.295	8,052.98
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		27	385	412	3.295	1,357.54
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

New Mexico Infant Formula Issuance Report 9.1.22 - 2.28.23

Formula Name, Type, and Size	Contract Infant Formula	Exempt Infant Formula	Number of Containers Issued
GERBER GS GENTLE POWDER 12.7 OZ	Y	N	166,507
GERBER GS GENTLE RTF 33.8 OZ	Y	N	10,532
GERBER GS SOY POWDER 12.9 OZ	Y	N	237
GERBER GS SOY RTF 33.8 OZ	Y	N	858
GERBER GS SOOTHEPRO POWDER 12.4 OZ	Y	N	67,981
GERBER GOOD START SOOTHEPRO POWDER 19.4 OZ	Y	N	2,117
GERBER GOOD START SOOTHEPRO POWDER 30.6 OZ	Y	N	2,076
GERBER CONCENTRATE GENTLEPRO 8.1 OZ	Y	N	2,273
GERBER CONCENTRATE SOY 8.1 OZ	Y	N	611
Total units issued contract infant formula			253,192
ALFAMINO INFANT - 14.1 OZ	N	Y	291
ALIMENTUM RTF 32 OZ	N	Y	6,599
ELECARE DHA/ARA POWDER 14.1 OZ	N	Y	226
ENFAMIL AR 19.5 OZ	N	Y	0
ENFAMIL AR 30.4 OZ (POUCHES)	N	Y	5
ENFAMIL AR POWDER - 12.9 OZ	N	Y	4,431
ENFAMIL ENFACARE NEUROPRO RTU - 2 OZ	N	Y	73,909
ENFAMIL NEUROPRO ENFACARE POWDER - 13.6 OZ	N	Y	6,406
ENFAMIL PREMATURE 24 CAL 2 OZ	N	Y	30,012
ENFAMIL PREMATURE HI PRO 24 CAL 2 OZ	N	Y	3,736
ENFAPORT RTU 6 OZ	N	Y	270
FORTINI - 4 OZ	N	Y	1,398
GERBER EXTENSIVE HA POWDER 14.1 OZ	N	Y	673
NEOCATE DHA/ARA POWDER 14.1 OZ	N	Y	496
NEOCATE SYNEO + PRE&PROBIOTICS 14.1 OZ	N	Y	60
NEOSURE EXPERT CARE POWDER 13.1 OZ	N	Y	7,112
NEOSURE RTF 32 OZ	N	Y	158
NUTRAMIGEN CONCENTRATE 13 OZ	N	Y	1,429
NUTRAMIGEN RTU 32 OZ	N	Y	4,742
NUTRAMIGEN W/ENFLORA LGG 12.6 OZ	N	Y	13,269
PREGESTIMIL POWDER 16 OZ	N	Y	54
PURAMINO DHA/ARA POWDER 14.1 OZ	N	Y	1,507
SIMILAC ALIMENTUM POWDER 12.1 OZ.	N	Y	236
Total units issued exempt/non-contract infant formula			157,019
Total units issued all infant formula			410,211

Arkansas Infant Formula Issuance Report 9.1.22 - 2.28.23

Formula Name, Type, and Size	Contract Infant Formula	Exempt Infant Formula	Number of Containers Issued
GERBER GS GENTLE POWDER 12.7 OZ	Y	N	330,217
GERBER GS GENTLEPRO CONCENTRATE 8.1 OZ	Y	N	869
GERBER GS GENTLEPRO RTU 33.8 OZ	Y	N	1,191
GERBER GS SOY POWDER 12.9 OZ	Y	N	40,806
GERBER GS SOY CONCENTRATE SOY 8.1 OZ	Y	N	132
GERBER GS SOY RTU 33.8 OZ	Y	N	880
GERBER GS SOOTHEPRO POWDER 12.4 OZ	Y	N	185,802
Total units issued contract infant formula			559,897
ALFAMINO INFANT POWDER 14.1 OZ	N	Y	7,226
ALIMENTUM POWDER 12.1 OZ.	N	Y	6
ALIMENTUM RTU 32 OZ	N	Y	23,417
ENFACARE NEUROPRO POWDER - 13.6 OZ	N	Y	26,385
GERBER EXTENSIVE HA POWDER 14.1 OZ	N	Y	7,290
NEOSURE POWDER 13.1 OZ	N	Y	4,091
NEOSURE RTU 32 OZ	N	Y	1,219
NUTRAMIGEN CONCENTRATE 13 OZ	N	Y	0
NUTRAMIGEN RTU 32 OZ	N	Y	4,178
NUTRAMIGEN ENFLORA LGG POWDER 12.6 OZ	N	Y	65,014
PORTAGEN POWDER 14.46 OZ	N	Y	14
PREGESTIMIL POWDER 16 OZ	N	Y	37
PREGESTIMIL RTU 6-PACK 2 OZ NURSETTES	N	Y	588
SIMILAC PM 60/40 POWDER 14.1 OZ	N	Y	6
Total units issued exempt/non-contract infant formula			139,471
Total units issued all infant formula			699,368

North Carolina Infant Formula Issuance Report 9.1.22 - 2.28.23

Formula Name, Type, and Size	Contract Infant Formula	Exempt Infant Formula	Number of Containers Issued
Gerber Good Start Gentle Powder	Y	N	6,156,560
Gerber Good Start GentlePro Conc 8.1 oz	Y	N	43,077
Gerber Good Start GentlePro RTF 33.8 oz	Y	N	4,029
Gerber Good Start SoothePro Powder	Y	N	1,832,226
Gerber Good Start Soy Conc 8.1 oz	Y	N	8,895
Gerber Good Start Soy Powder	Y	N	249,574
Gerber Good Start Soy RTF 33.8 oz	Y	N	1,084
Total units issued contract infant formula			8,295,445
Alfamino Infant with Iron Powder 14.1 oz	N	Y	501
Elecare Infant Formula DHA/ARA Powder 14.1 oz	N	Y	3,742
Enfamil 24 Cal RTF 2 oz NSB	N	Y	22,631
Enfamil EnfaCare NeuroPro RTF 2oz NSB	N	Y	64,699
Enfamil Human Milk Fortifier Conc 5 ml NSB	N	Y	2,400
Enfamil Human Milk Fortifier Powder 0.71 gm NSB	N	Y	806
Enfamil NeuroPro EnfaCare Powder	N	Y	53,749
Enfamil Premature 30 Cal RTF 2 oz NSB	N	Y	8,850
Enfamil Premature High Pro 24 Cal RTF 2 oz NSB	N	Y	1,238
Enfamil Premature with Iron 24 Cal RTF 2 oz NSB	N	Y	37,024
Enfaport RTF 6 oz	N	Y	840
Fortini RTF 4 oz	N	Y	1,247
Gerber Extensive Powder 14.1 oz	N	Y	30,756
Neocate Infant with DHA/ARA Powder 14.1 oz	N	Y	3,336
Neocate Syneo Infant Powder 14.1 oz	N	Y	1,005
Nutramigen Conc 13 oz	N	Y	26,396
Nutramigen RTF	N	Y	21,665
Nutramigen with Enflora LGG Powder 12.6 oz	N	Y	131,021
Pregestimil DHA & ARA 24 Cal RTF 2 oz NSB	N	Y	884
Pregestimil DHA & ARA Powder 16 oz	N	Y	229
PurAmino DHA & ARA Powder 14.1 oz	N	Y	6,985
Renastart Powder 14.1 oz	N	Y	159
Similac Alimentum Powder 12.1 oz	N	Y	5,899
Similac Alimentum RTF 2 oz NSB	N	Y	2,575
Similac Alimentum RTF 32 oz	N	Y	89,749
Similac Neosure Powder 13.1 oz	N	Y	84,524
Similac Neosure RTF 2 oz NSB	N	Y	505
Similac Neosure RTF 32 oz	N	Y	518
Similac PM 60/40 Powder 14.1 oz	N	Y	208
Similac Special Care 20 with Iron RTF 2 oz NSB	N	Y	442
Similac Special Care 24 High Protein RTF 2 oz NSB	N	Y	483
Similac Special Care 24 with Iron RTF 2 oz NSB	N	Y	4,257
Similac Special Care 30 with Iron RTF 2 oz NSB	N	Y	5,590
Total units issued exempt/non-contract infant formula			614,913
Total units issued all infant formula			9,525,271

States' Response Exhibit D

Invoices September 1, 2022 - February 28, 2023

Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2292
 Invoice Date: 10/21/2022
 Created By: domdiaz

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2021 TO 09/30/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2209	2209	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2112	16.53800	34928.26
2209	2209	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	23108	17.88100	413194.15
2209	2209	00000050000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	3	30.83000	92.49
2209	2209	00000050000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	14	41.18900	576.65
2209	2209	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	10521	17.88100	188126.00
2209	2209	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	159	3.29500	523.91

Total for Issue Month: **2209**

\$637,441.46

Redemption Month: **2209**

Total Items: **35917**

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

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Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

Invoice Number: 2302
 Invoice Date: 11/21/2022
 Created By: domdiaz

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

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2210	2210	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2194	16.53800	36284.37
2210	2210	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	24974	17.88100	446560.09
2210	2210	00000050000338689	GERBER CONCENTRATE SOY 8.1 OZ	21/108	39	3.29500	128.51
2210	2210	00000050000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	255	30.83000	7861.65
2210	2210	00000050000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	462	41.18900	19029.32
2210	2210	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	7225	17.88100	129190.23
2210	2210	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	197	3.29500	649.12

Total for Issue Month: **2210**

\$639,703.29

Redemption Month: **2210**

Total Items: **35346**

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

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Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

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

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2022 TO 11/30/2022

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2211	2211	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	2067	16.53800	34184.05
2211	2211	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	24386	17.88100	436046.07
2211	2211	00000050000338689	GERBER CONCENTRATE SOY 8.1 OZ	21/108	39	3.29500	128.51
2211	2211	00000050000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	440	30.83000	13565.20
2211	2211	00000050000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	463	41.18900	19070.51
2211	2211	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	8321	17.88100	148787.80
2211	2211	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	213	3.29500	701.84
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

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

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2211	2211	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	5	17.88100	89.41
Total for Issue Month: 2211							\$89.41
Redemption Month: 2211			Total Items: 5		Pay this Amount: \$89.41		
2212	2212	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	1611	16.53800	26642.72
2212	2212	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	24198	17.88100	432684.44
2212	2212	00000050000338689	GERBER CONCENTRATE SOY 8.1 OZ	21/108	60	3.29500	197.70
2212	2212	00000050000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	457	30.83000	14089.31
2212	2212	00000050000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	460	41.18900	18946.94
2212	2212	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	7757	17.88100	138702.92
2212	2212	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	214	3.29500	705.13
Total for Issue Month: 2212							\$631,969.16
Redemption Month: 2212			Total Items: 34757		Pay this Amount: \$631,969.16		

Grand Total: **\$632,058.57**

Rebate Invoice
 New Mexico Department of Health
 Nutrition Services Section / WIC

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

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

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

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2301	2301	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	1782	16.53800	29470.72
2301	2301	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	24146	17.88100	431754.63
2301	2301	00000050000338689	GERBER CONCENTRATE SOY 8.1 OZ	21/108	18	3.29500	59.31
2301	2301	00000050000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	356	30.83000	10975.48
2301	2301	00000050000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	221	41.18900	9102.77
2301	2301	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	9543	17.88100	170638.38
2301	2301	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	148	3.29500	487.66
Total for Issue Month: 2301							\$652,488.95

Redemption Month: **2301**

Total Items: **36214**

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

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

Invoice Number: 2335
 Invoice Date: 03/16/2023
 Created By: domdiaz

Rebate Contract Number: NMWIC2018REBATE
 Contract Runs: 10/01/2018 TO 09/30/2023
 Date Range: 10/01/2022 TO 02/28/2023

Redemption Month	Issue Month	UPC	Description	Cat/SubCat	Total Units	Rebate Per Item	Total Rebate Amount
2302	2302	00000050000035304	GERBER GS SOY POWDER 12.9 OZ	21/60	1935	16.53800	32001.03
2302	2302	00000050000216673	GERBER GS GENTLE POWDER 12.7 OZ	21/57	24159	17.88100	431987.08
2302	2302	00000050000338689	GERBER CONCENTRATE SOY 8.1 OZ	21/108	30	3.29500	98.85
2302	2302	00000050000487226	**19.4 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/98	160	30.83000	4932.80
2302	2302	00000050000494989	**30.6 OZ** GERBER GOOD START SOOTHEPRO POWDER	21/99	83	41.18900	3418.69
2302	2302	00000050000624003	GERBER GS SOOTHE POWDER 12.4 OZ	21/95	10952	17.88100	195832.71
2302	2302	00000050000829897	GERBER CONCENTRATE GENTLEPRO 8.1 OZ	21/107	80	3.29500	263.60
Total for Issue Month: 2302							\$668,534.76

Redemption Month: **2302**

Total Items: **37399**

Pay this Amount: **\$668,534.76**

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 No.

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: 10/14/2022
Rebate Mo./Yr.: Sep-22
Date Completed: 10/14/2022
Rebate Due Date: 11/14/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
47,387	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	847,326.95
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
47	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	393.81
7,297	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	120,677.79
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
13	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	108.93
25,799	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	461,311.92
80,543				

1,429,819.39

TOTAL REBATE 1,429,819.39

- Electronic Transfer
-
-

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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: 11/15/2022
Rebate Mo./Yr.: Oct-22
Date Completed: 11/15/2022
Rebate Due Date: 12/15/2022

# of Cans	Food Item #	Formula Description	Rate	Amount
47,780	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	854,354.18
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
155	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,298.75
7,352	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	121,587.38
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
31	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	259.75
17,607	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	314,830.77
72,925				

1,292,330.82

TOTAL REBATE 1,292,330.82

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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

# of Cans	Food Item #	Formula Description	Rate	Amount
49,027	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	876,651.79
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
102	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	854.66
6,619	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	109,465.02
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
30	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	251.37
22,896	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	409,403.38
78,674				

1,396,626.21

TOTAL REBATE 1,396,626.21

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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: 1/13/2023
Rebate Mo./Yr.: Dec-22
Date Completed: 1/13/2023
Rebate Due Date: 2/13/2023

# of Cans	Food Item #	Formula Description	Rate	Amount
49,017	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	876,472.98
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
121	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,013.86
4,828	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	79,845.46
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
148	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	1,240.09
24,488	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	437,869.93
78,602				

1,396,442.32

TOTAL REBATE 1,396,442.32

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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: 2/10/2023
Rebate Mo./Yr.: Jan-22
Date Completed: 2/10/2023
Rebate Due Date: 3/10/2023

# of Cans	Food Item #	Formula Description	Rate	Amount
48,378	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	865,047.02
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
247	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	2,069.61
3,560	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	58,875.28
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
193	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	1,617.15
25,929	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	463,636.45
78,307				

1,391,245.51

TOTAL REBATE 1,391,245.51

Electronic Transfer

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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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

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
Date Completed: 3/7/2023
Rebate Due Date: 4/7/2023

# of Cans	Food Item #	Formula Description	Rate	Amount
48,259	1073	Gerber Good Start Gentle, 12.7 oz. Powder	17.8810	862,919.18
	1074	Gerber Good Start Gentle, 12.1 fl oz. Liquid Concentrate	4.9220	
159	1075	Gerber Good Start Gentle, 33.8 fl oz. Ready to Feed	8.3790	1,332.26
4,360	1076	Gerber Good Start Soy, 12.9 oz. Powder	16.5380	72,105.68
	1077	Gerber Good Start Soy, 12.1 fl oz. Liquid Concentrate	4.9220	
191	1078	Gerber Good Start Soy, 33.8 fl oz. Ready to Feed	8.3790	1,600.39
28,478	1090	Gerber Good Start Soothe, 12.4 oz. Powder	17.8810	509,215.12
81,447				

1,447,172.63

TOTAL REBATE 1,447,172.63

C **Electronic Transfer**

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Cl

Bank: Bank of America NA

Acct. #: 487001621137

Acct. Name: Arkansas Dept of Health WIC

ABA #: 82000073

Payment Details

Office Use Only	
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**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 ID	Description	Aug 2022	Sep 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		39	39	8.379	326.78
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	2730	2882	5612	16.538	92,811.26
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	80	63	143	30.839	4,409.98
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	12	14	26	17.036	442.94
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	31265	36703	67968	17.881	1,215,335.81
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	266	248	514	30.875	15,869.75
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	1306	1432	2738	34.155	93,516.39
46	050000472635 - Gerber Good Start GentlePro Powder 32.0 oz	390	469	859	41.279	35,458.66
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	92	28	120	8.379	1,005.48
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	378	509	887	30.830	27,346.21
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	570	910	1480	41.189	60,959.72
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	13747	18324	32071	17.881	573,461.55
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	1402	1177	2579	3.295	8,497.81
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	276	134	410	3.295	1,350.95
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

Food ID	Description	Aug 2022	Sep 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		21	21	8.379	175.96
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	1095	8130	9225	16.538	152,563.05
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	17	49	66	30.839	2,035.37
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	4	34	38	17.036	647.37
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	8065	66203	74268	17.881	1,327,986.11
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	87	313	400	30.875	12,350.00
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	284	2578	2862	34.155	97,751.61
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	67	330	397	41.279	16,387.76
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	20	80	100	8.379	837.90
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	60	483	543	30.830	16,740.69
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	207	2423	2630	41.189	108,327.07
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	2642	22958	25600	17.881	457,753.60
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	383	2178	2561	3.295	8,438.50
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	37	443	480	3.295	1,581.60

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

Food ID	Description	May 2022	Sep 2022	Oct 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		2	7	9	8.379	75.41
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		3465	4222	7687	16.538	127,127.61
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		48	38	86	30.839	2,652.15
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		7	12	19	17.036	323.68
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz		32232	35397	67629	17.881	1,209,274.15
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		106	123	229	30.875	7,070.38
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		1247	1416	2663	34.155	90,954.77
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		126	84	210	41.279	8,668.59
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		58	34	92	8.379	770.87
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	4	6332	5616	11952	17.881	213,713.71
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		142	119	261	30.830	8,046.63
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		1408	917	2325	41.189	95,764.43
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		1388	1351	2739	3.295	9,025.01
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		326	136	462	3.295	1,522.29

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

Food ID	Description	Aug 2022	Sep 2022	Oct 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz			11	11	8.379	92.17
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		819	7710	8529	16.538	141,052.60
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		4	75	79	30.839	2,436.28
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	7	8356	67952	76315	17.881	1,364,588.52
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		8	18	26	17.036	442.94
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		19	85	104	30.875	3,211.00
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		258	2623	2881	34.155	98,400.56
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		37	113	150	41.279	6,191.85
46	050000378135 - Gerber Good Start Gentle Supreme A2 20oz			2	2	33.405	66.81
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		57	100	157	8.379	1,315.50
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		19	319	338	30.830	10,420.54
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		126	1515	1641	41.189	67,591.15
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz		6696	37529	44225	17.881	790,787.23
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		473	1971	2444	3.295	8,052.98
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		27	385	412	3.295	1,357.54
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

Food ID	Description	Aug 2022	Oct 2022	Nov 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		10	14	24	8.379	201.10
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		3219	4023	7242	16.538	119,768.20
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		211	216	427	30.839	13,168.25
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	7	33589	36397	69993	17.881	1,251,544.83
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		9	5	14	17.036	238.50
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		45	54	99	30.875	3,056.63
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		1062	1321	2383	34.155	81,391.37
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		307	444	751	41.279	31,000.53
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		124	33	157	8.379	1,315.50
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		495	615	1110	30.830	34,221.30
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		885	1318	2203	41.189	90,739.37
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz		13387	16892	30279	17.881	541,418.80
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		1482	1268	2750	3.295	9,061.25
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		249	109	358	3.295	1,179.61
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 #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 16-30 2022**

Invoice Date: 12/5/2022

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

Food ID	Description	Oct 2022	Nov 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	6	21	27	8.379	226.23
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	597	5615	6212	16.538	102,734.06
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	47	460	507	30.839	15,635.37
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	2	7	9	17.036	153.32
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	7670	61249	68919	17.881	1,232,340.64
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	20	75	95	30.875	2,933.13
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	202	1887	2089	34.155	71,349.80
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	163	1120	1283	41.279	52,960.96
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	47	144	191	8.379	1,600.39
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	78	762	840	30.830	25,897.20
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	142	1946	2088	41.189	86,002.63
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	2705	27173	29878	17.881	534,248.52
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	327	1901	2228	3.295	7,341.26
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	47	364	411	3.295	1,354.25

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

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

Food ID	Description	Nov 2022	Dec 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	31	22	53	8.379	444.09
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	2860	3212	6072	16.538	100,418.74
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	538	322	860	30.839	26,521.54
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	34805	36930	71735	17.881	1,282,693.54
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	53	30	83	30.875	2,562.63
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	951	1090	2041	34.155	69,710.36
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	717	812	1529	41.279	63,115.59
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz		4	4	17.036	68.14
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	125	60	185	8.379	1,550.12
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	468	519	987	30.830	30,429.21
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	794	1135	1929	41.189	79,453.58
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	14964	16783	31747	17.881	567,668.11
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	1446	985	2431	3.295	8,010.15
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	352	142	494	3.295	1,627.73
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

Food ID	Description	Nov 2022	Dec 2022	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	2	56	58	8.379	485.98
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	658	3866	4524	16.538	74,817.91
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	179	895	1074	30.839	33,121.09
46	050000158140 - NAN 1 Pro Infant Powder 28.2 oz	3		3	17.036	51.11
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	7646	59546	67192	17.881	1,201,460.15
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	2	28	30	30.875	926.25
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	161	1767	1928	34.155	65,850.84
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	120	953	1073	41.279	44,292.37
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	27	132	159	8.379	1,332.26
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	150	1475	1625	30.830	50,098.75
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	191	1408	1599	41.189	65,861.21
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	2621	20644	23265	17.881	416,001.47
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	435	1744	2179	3.295	7,179.81
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	51	317	368	3.295	1,212.56
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

Food ID	Description	Nov 2022	Dec 2022	Jan 2023	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		57	23	80	8.379	670.32
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		1817	1772	3589	16.538	59,354.88
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		495	214	709	30.839	21,864.85
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	19	37689	38505	76213	17.881	1,362,764.65
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		15	14	29	30.875	895.38
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		1002	959	1961	34.155	66,977.96
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		573	675	1248	41.279	51,516.19
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		159	65	224	8.379	1,876.90
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	10	814	401	1225	30.830	37,766.75
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	2	18843	17788	36633	17.881	655,034.67
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		439	473	912	41.189	37,564.37
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		1298	828	2126	3.295	7,005.17
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		313	157	470	3.295	1,548.65

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

Food ID	Description	Nov 2022	Dec 2022	Jan 2023	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		12	75	87	8.379	728.97
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz		555	5021	5576	16.538	92,215.89
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz		184	613	797	30.839	24,578.68
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz		7423	62489	69912	17.881	1,250,096.47
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz		22	114	136	30.875	4,199.00
46	050000413751 - Gerber Good Start Gentle Powder 27 oz		154	1809	1963	34.155	67,046.27
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz		89	876	965	41.279	39,834.24
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		2	199	201	8.379	1,684.18
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	7	3968	31654	35629	17.881	637,082.15
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz		189	1231	1420	30.830	43,778.60
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz		19	161	180	41.189	7,414.02
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz		248	1215	1463	3.295	4,820.59
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz		151	377	528	3.295	1,739.76

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

Food ID	Description	Dec 2022	Jan 2023	Feb 2023	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz		33	44	77	8.379	645.18
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	35	3109	3343	6487	16.538	107,282.01
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	8	122	77	207	30.839	6,383.67
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	455	30123	34974	65552	17.881	1,172,135.31
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	1	249	213	463	30.875	14,295.13
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	15	715	806	1536	34.155	52,462.08
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	10	301	427	738	41.279	30,463.90
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz		81	86	167	8.379	1,399.29
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	11	294	282	587	30.830	18,097.21
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	4	270	291	565	41.189	23,271.79
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	239	14308	18100	32647	17.881	583,761.01
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	24	655	407	1086	3.295	3,578.37
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	15	291	122	428	3.295	1,410.26

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

Food ID	Description	Jan 2023	Feb 2023	Units Billed	Rebate Per Unit	Total \$
42	050000353552 - Gerber Good Start Soy RTF 33.8 oz	12	30	42	8.379	351.92
43	050000035304 - Gerber Good Start Soy Powder 12.9 oz	1016	4688	5704	16.538	94,332.75
43	050000137688 - Gerber Good Start Soy Powder 20.0 oz	104	568	672	30.839	20,723.81
46	050000216673 - Gerber Good Start Gentle Powder 12.7 oz	9691	55254	64945	17.881	1,161,281.55
46	050000265879 - Gerber Good Start GentlePro Powder 20.0 oz	138	318	456	30.875	14,079.00
46	050000413751 - Gerber Good Start Gentle Powder 27 oz	242	1339	1581	34.155	53,999.06
46	050000472635 - Gerber Good Start GentlePro Powder 32 oz	67	455	522	41.279	21,547.64
48	050000568710 - Gerber Good Start Gentle RTF 33.8 oz	37	212	249	8.379	2,086.37
398	050000487226 - Gerber Good Start SoothePro Powder 19.4 oz	138	543	681	30.830	20,995.23
398	050000494989 - Gerber Good Start SoothePro Powder 30.6 oz	53	139	192	41.189	7,908.29
398	050000624003 - Gerber Good Start SoothePro Powder 12.4 oz	5064	29518	34582	17.881	618,360.74
488	050000829897 - Gerber Good Start GentlePro Conc 8.1 oz	325	1528	1853	3.295	6,105.64
489	050000338689 - Gerber Good Start Soy Conc 8.1 oz	52	199	251	3.295	827.05

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.



Attachment I

INFANT REPORT **Revised 3.22.2023**

	Infant Report			
	*Average monthly infant participation and usage data			
	AR	NC	NM	TOTAL
POWDERED FORMULA				
fully formula fed				
age 0 through 3 months	2,824	9,489	1,570	13,883
age 4 through 5 months	1,782	5,817	876	7,853
age 6 through 11 months	7,114	20,516	4,579	32,215
partially formula fed				-
age 0 through 3 month	578	4,063	1,197	5,843
age 4 through 5 months	215	1,163	362	3,016
age 6 through 11 months	435	2,105	1,106	2,705
Total Infants - Powder	12,948	43,153	9,690	65,515
CONCENTRATE				
fully formula fed				
age 0 through 3 months	3	61	4	68
age 4 through 5 months	1	37	1	39
age 6 through 11 months	2	84	5	91
partially formula fed				
age 0 through 3 months	0	13	39	52
age 4 through 5 months	0	4	20	24
age 6 through 11 months	2	8	34	44
Total Infants - Concentrate	8	207	103	318
READY-TO-FEED				
fully formula fed				
age 0 through 3 months	7	11	56	74
age 4 through 5 months	3	3	25	31
age 6 through 11 months	5	13	51	69
partially formula fed				
age 0 through 3 months	2	7	52	61
age 4 through 5 months	2	2	12	16
age 6 through 11 months	1	2	20	23
Total Infants - Ready-to-Feed	20	38	216	274

* 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.



Attachment II

BID SHEET Revised 3.22.2023

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.

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	Infant Age Categories	Number of Reconstituted Ounces Issued per Month Based on Max*		Estimated Average Number of Infants by Physical Form Based on 6 Months Average**		Net Price Per Unit	Percent Rebate	Total Monthly Reconstituted Ounces to Bid	Standardized Number of Units of Infant Formula	Total Cost
								Fully Formula Fed Infants	Partially Breastfed Infants	Fully Formula Fed Infants	Partially Breastfed Infants					
Powdered							0-3 months	870	435	13,883	5,843	\$0.000	#DIV/0!	47,193,507	#DIV/0!	#DIV/0!
							4-5 months	960	522	7,853	3,016					
							6-11 months	696	384	32,215	2,705					
Liquid Concentrate							0-3 months	823	388	68	52	\$0.000	#DIV/0!	193,314	#DIV/0!	#DIV/0!
							4-5 months	896	460	39	24					
							6-11 months	630	315	91	44					
Ready-to-Feed							0-3 months	832	384	74	61	\$0.000	#DIV/0!	173,020	#DIV/0!	#DIV/0!
							4-5 months	913	474	31	16					
							6-11 months	643	338	69	23					
													Total Monthly Price	#DIV/0!		

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

**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:

- 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.
- Bids for all physical forms of formula meet the requirements of 246.10 (e) (I)(iii) and 246.10(e)(2)(iii) and are suitable for the routine issuance to the majority of generally healthy, full term infants.
- Each infant formula product to be supplied under the terms of this contract complies with the Federal Food, Drug, and Cosmetic Act.
- 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.

State Agency Name:	Arkansas Department of Health, New Mexico Department of Health, and North Carolina Department of Health and Human Services
Manufacturer Name:	

Manufacturer's Signature:	
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**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.
8. That the contractor will comply with the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 6101, et seq.), the Americans With Disabilities Act (42 U.S.C. 12150 et seq.) the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.) and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, disability, and age.

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