



FORMAL BID 23-0162

NOTIFICATION No. 1

TO ESTABLISH A CONTRACT TO COMPLY WITH THE “INFANT FORMULA COST CONTAINMENT” REQUIREMENTS DEFINED IN 7 CFR § 246.16a FOR THE GOVERNMENT OF PUERTO RICO’S DEPARTMENT OF HEALTH (PRDH), ON BEHALF OF THE WIC PROGRAM

Subject: ANSWERS TO THE QUESTIONS

Proponents interested in participating in the reference auction are notified of the following questions and answers:

ABBOTT LABORATORIES INC.

1. RFP, Page 3, Section 5 Protest Bid Documents-

- 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.

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.6 and Chapter 7, Article 7.3, Section 7.3.17(14)-(15). Also, the Bid Board Resolution includes a Section regarding the Revision Procedure.

- 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.

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.6 and Chapter 7, Article 7.3, Section 7.3.17

- c. Please explain when all bids received by Puerto Rico will be able to be viewed by all bidders.

Bids will be read on the Bid Opening by September 28, 2022 at 1:30pm. Regarding the examination of the bids, please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.18.

- d. Please confirm all bidders will be notified in the event of a protest on this bid and how they will be notified.

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section



- e. Please provide details as to when all bids will be published and available via public records request.

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.18.

2. RFP, Page 3, Section 7 Content of Bid Offers-

- a. Please confirm that the address provided in this section is correct for hand delivery and if there are any additional instructions needed if a bid is hand delivered.

The address provided is correct. There are no additional instructions needed.

- b. Please confirm how will receipt of bid will be provided to the bidder in each instance.

The Bidder or their representative will sign a Bid Offer Registry. The Bidder can bring a document and ask the Secretary of the Bid Board to stamp the Bid Board seal on it.

- c. Please confirm how bids will be kept between the submission and bid opening times to ensure they are not opened prior to the public bid opening?

Bids will remain sealed and will be kept in a locked compartment.

- d. Please confirm how early the building will open and staff be available, on the day of the bid opening, to receive the bid and provide receipt of delivery.

The Bid Board office will be open at 7:30am to receive the bid.

3. RFP, Page 3, Section 7 Content of Bid Offers-

- a. Please confirm that Attachment V. is the excel file of the Bid Sheet

Confirmed.

- b. Please confirm that the requirement f. in this list is referring to the bidders Nationally Published Wholesale price list. If not, please clarify what this requirement is asking for.

Literature regarding the Nutritional Contents of the Formulas Offered.

4. RFP, Page 5 Section 11 Date, Time and Manner of Submission of Bid Offer

- a. Please provide a specific contact along with email address of who will be able to confirm that a manufacturer's bid has been received by Puerto Rico and how that confirmation will be supplied to bidders.

Edmarie Avilés Almenas, Secretary of the Bid Board. Email: juntadesubastas@asg.pr.gov. Regarding the confirmation, please refer to question 2(b).

- b. How are the bids evaluated before the public reading when bids are to be sealed until the public opening and reading of the bids?

Bids will be evaluated after the public opening and reading of the bids.



5. **RFP, Page 5, Section 12 Bid Opening Time and Date-** During the Pre-meeting, the Auction Board mentioned various times that the bid opening will not be read aloud. However, as per the law regarding WIC bid openings “(3) open and read aloud all bids at a public proceeding on the day the bids are due....”
 - a. Please confirm that the agency will comply with the above stated law.
Offers will be read aloud.
 - b. Please confirm the following elements will be read aloud at the bid opening: company name, product brand name, unit size, reconstituted ounces per unit, wholesale price per unit, rebate bid per unit, net cost per unit, percent rebate, and total monthly net cost.
The WIC Infant Formula Rebate Bid Sheet Template will be read aloud.
 - c. Please confirm the date, time, location, and room number of the public bid opening.
Wednesday, September 28, 2022, at 1:30pm. The public bid opening will be held virtually. The link is provided in the GSA webpage under the section titled “Reforma de Compras” with the correspondent Auction number.

6. **RFP, Page 6, Section 17c. Warning-** Two business days is not enough time if changes in requirements are made to the RFP for bidders to update and resubmit- Please consider allowing at least 5 business days for updates and resubmission of a bid.
This section of the Formal Bid will remain as stated.

7. **RFP, Page 7, Section 17g. Warning-** Please confirm how Puerto Rico will notify bidders of changes or updates and who would be notified.
All registered Bidders will be notified by email of any changes, notifications or amendments. That’s why we asked the interested bidders to supply contact information before the pre bid meeting began.

8. **RFP, Page 7, Section 17i. Warning-** Please confirm no additional pre-bid meetings are planned or scheduled
 - a. If an additional meeting is scheduled, please share how this meeting will be communicated to potential bidders. We urge Puerto Rico to provide at least 1-week advanced notice.
No additional meeting will be scheduled.

9. **RFP, Page 7, Section II. Acceptable and Unacceptable Bid Offers-** Please explain all criteria under which a bid would be rejected.
Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3

10. **RFP, Page 9, Section 3 Review and Award -** Federal regulations dictate the process for awarding WIC rebate contracts, and they do not allow for additional negotiation or considerations outside of the lowest monthly net cost bid. Please update this section to



correctly reflect the Federal Regulations for determining a winner.

Federal regulations are taken into account.

11. RFP, Page 9, Section 3 Review and Award- Please specify when the award will occur and the exact location of where the award notification will be posted.

When the Bid Board reach a decision regarding a bid and its award, bidders who made a bid will all be notified by email that same day.

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.17 (13)

12. RFP, Page 9, Section 3 Review and Award- If there is determined that a tie has occurred, when and where would the tie breaker occur?

a. Is this event open to the bidders?

b. Who are the witnesses?

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.17 (9)

13. RFP, Page 11 Section 7a. Bid Bond b. Performance Bond- Please strike these sections as there are no other WIC rebate contracts that require bid or performance bonds. There are options throughout the contract that detail remedy options.

a. If not stricken, would Puerto Rico consider reducing the amount of the performance bond?

This section of the Formal Bid will remain as stated.

14. RFP, Page 14, Section IV. Contract with the General Services Administration Specifications- Please explain the order of precedence between Q&A responses, RFP, and Puerto Rico's contracts.

The contract will be redacted according to the Q&A and/or any modification made to the Formal Bid before the opening of the bids.

a. Please confirm that any changes made to the RFP will be reflected in the contract and terms and conditions for the resulting agreement.

Confirmed.

15. RFP, Page 14, Section 4 Effective Term of the Contract- Please confirm this 1-year extension will be agreed upon through mutual consent with the contractor.

The one-year extension is only a prerogative of the Government of Puerto Rico.



16. RFP, Page 14, Section 5 Scope of the Contract- Please confirm that Puerto Rico does 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).

Confirmed.

17. RFP, Page 15, Section V. Termination of Contract

a. Is the termination only available to Puerto Rico?

Yes

b. Is the termination only an option when there is a breach of contract?

No

c. Is termination also an option in matters of convenience?

Yes

d. Are termination options mutually available to Puerto Rico and manufacturer?

No

e. How many days' notice is needed when Puerto Rico plans to terminate the contract?

Thirty (30) days

f. And, if termination options are reciprocal, how many days' notice does Puerto Rico and/or manufacturer need to provide during a contract termination?

N/A

18. RFP, Page 16, Section VII. Special Conditions-

a. Please confirm what needs to be included to show proof of registration as outlined in #3 of this section.

A printout of the enrollment that includes the SAM expiration date and number.

b. Please confirm that a link to a bidder's current annual report will suffice for the requirements listed in #4 of this section

Confirmed.

i. Please strike the requirement for the Summary of Operating Income as the information provided in the Annual Report should fulfill any financial requirements.

This provision will remain a stated.

c. If the items listed above are required to be considered a responsive bid, please add these items to the list of required items on page 3 in Section 7- Content of Bid Offer to ensure that is a complete list of what is required for a responsive bid. Please ensure this list includes all required for a bid submission.

It is already included in the Content Bid Offer Section 7 (i) page 4.

19. Attachment IV, WIC Overview and Special Conditions, Page 6, B. Background



Information, 1.-

Please provide the address of the 86 local agencies.

Puerto Rico WIC does not have local agencies, but you can find our clinics in www.wic.pr.gov/clinicas or miwicpr app

20. Attachment IV, WIC Overview and Special Conditions, Page 6, B. Background Information, 2.- Please provide the latest 6 months issuance by brand, size, and unit for all contract, exempt, and non-contract non-exempt infant formulas.

Refer to the attachment Issuance of Formulas last 6 months.

21. Attachment IV, WIC Overview and Special Conditions, Page 6, 4. Infant Formula Full Nutrition Benefit and Maximum Monthly Allowance- Please explain if Puerto Rico issues benefits on a rolling basis or follows the calendar month

- a. If a calendar benefit period will be used and benefits are prorated during the participant's initial benefit period, please explain how the initial proration affects the total number of cans to be rebated for the participant for the length of time the participant is receiving infant formula benefits. For example, if a participant receives a prorated amount during the first benefit period (i.e., 5 cans powder - 90 oz. reconstituted), will that participant then receive full monthly allotments for the next 12 calendar months?

PRWIC will use the monthly calendar for the issuance of the participant benefits. The benefits will not be prorated.

22. Attachment IV, WIC Overview and Special Conditions, Page 6- 7, 4. Infant Formula Full Nutrition Benefit and Maximum Monthly Allowance-

- a. Are contract formulas provided to children under Food Package III? If yes, please confirm Puerto Rico will not seek rebates on these products as they are not issued to infants. If not confirmed, please detail the quantities of contracted infant formula issued to children over the past 6 months.

WIC-PR will prescribe the contract formulas for children category as established in federal regulation 7 CFR 246.10(e)(3)(v):

Authorized categories of supplemental foods. The supplemental foods authorized in this food package require medical documentation for issuance and include WIC formula (infant formula, exempt infant formula, and WIC-eligible nutritionals), infant cereal, infant foods, milk, cheese, eggs, canned fish, fresh fruits and vegetables, breakfast cereal, whole wheat/whole grain bread, juice, legumes and/or peanut butter. The maximum monthly allowances, allowed options and substitution rates of supplemental foods for infants in Food Package III are stated in Table 1 of paragraph (e)(9) of this section. The maximum monthly allowances, allowed options, and substitution rates of supplemental



foods for children and women in Food Package III are stated in Table 3 of paragraph (e)(11) of this section.

Please refer to Attachment - Contracted Issued Formula (Children).

- b. What percentage of issued formula benefits are redeemed for infants and children (as applicable)?

Please refer Attachment – Contracted Issued Redeemed Formulas- Infants and Children

- 23. **Attachment IV, WIC Overview and Special Conditions, Page 7, 4. Infant Formula Full Nutrition Benefit and Maximum Monthly Allowance-** Please confirm the data elements that Puerto Rico will provide on monthly data files and explain how the Contractor can validate that the total number of infant formula cans redeemed by a single participant for the month did not exceed the federally regulated monthly maximums.

The MIS has a configuration that does not allow the Maximum Monthly Allowance to be exceeded for each category and subcategory.

- 24. **Attachment IV, WIC Overview and Special Conditions, Page 8, 6. Contract Brand Infant Formula Credit Rebate System-** Please explain Puerto Rico's policy on accepting returned formula from participants.
 - a. Please confirm that if Puerto Rico reissues formula (in the event of a return), that the contracted manufacturer will not pay rebates exceeding the federal maximum.
 - i. Example: Mom is issued 9 cans of Gerber Infant powder and redeems all 9 cans. Mom returns 7 cans to the clinic and is issued a new benefit for 7 cans of Gerber Soothe Infant powder. Is Puerto Rico seeking rebates on 9 cans or 16 cans today?

PRWIC does not accept the return of redeemed cans.

- b. If (a) above is not confirmed, please detail by age of baby, form, and type how many units of formula are rebated above the federal maximum.

N/A

- 25. **Attachment IV, WIC Overview and Special Conditions, Page 8-9, 6. Contract Brand Infant Formula Credit Rebate System, d-f.-** Regarding rebate invoice errors or disputes:

- a. Will Puerto Rico please confirm that this stipulation is a reciprocal right for the manufacturer?

The WIC Overview and Special Conditions Attachment IV established the conditions to request the recoupments of funds paid by invoice errors.



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Hon. Pedro R. Pierluisi Urrutia
Gobernador

Lcda. Karla G. Mercado Rivera
Administradora y Principal Oficial de Compras

- b. Please also confirm that any invoice that is deemed to be inaccurate by the *Contractor*, will be revised and resubmitted by Puerto Rico.

Puerto Rico will revise invoices according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

- c. Please confirm Puerto Rico will provide vendor redemption data to the Contractor when issues of fraud arise.

Puerto Rico will share data according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

- d. Please confirm Puerto Rico will work with the Contractor to provide such data in instances in which rebates have been paid for contracted products based on fraudulent transactions that involve infant formula.

Puerto Rico will work with the Contractor analyzing data according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

- e. Please confirm Puerto Rico agree to discuss with the Contractor appropriate means for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer.

Puerto Rico will discuss with the Contractor how to address payment issues according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

- f. Please confirm Puerto Rico will partner with the Contractor on recovery in instances where fraud has been discovered, and it has been further determined the manufacturer was overbilled for infant formula.

Puerto Rico will partner with the Contractor in any overbilled issues according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

- g. How many vendors have been disqualified due to fraud issues in each of the last three years?



This is a confidential data that belongs to the Puerto Rico Program.

- h. 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. If not confirmed, please explain why such a time limit is appropriate.

Time limits are established in the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6)(e), Page 8.

- i. Please explain Puerto Rico's processes to identify and curb fraud and how Puerto Rico plans to secure the interests of its Contractor.

Puerto Rico has Policies and Procedures in place regarding the compliance of the vendors within the Program. Please refer to Puerto Rico WIC Manual of Policies and Procedures, webpage: <https://wic.pr.gov/#/manualesYpoliticas>

26. Attachment IV, WIC Overview and Special Conditions, Page 9, Rebate, a.-

- a. To be a more attractive contract, would Puerto Rico consider allowing 90 days for invoice payment?

No, PRWIC will keep the 30 days as established in the RFP.

- b. If Puerto Rico will not allow 90 days, if the 30th day falls on a Sunday or a banking holiday, please confirm payment made the following business day will not constitute a late payment or a penalty.

If the 30th day falls on a Sunday, the payment date will be on the following day and will not constitute a late payment or a penalty.

- c. Please confirm Puerto Rico will email the monthly invoice and that payment will be due 30 days after confirmed receipt of invoice received via email.

The 30 days will begin after confirmed receipt of the invoice by email.

27. Attachment IV, WIC Overview and Special Conditions, Page 9, Rebate, b.- Please explain Puerto Rico's plan for fully transitioning to an EBT system.

- a. Please confirm which EBT processor Puerto Rico will use and if it will be online or offline technology.

GM Sectec is contracted to the processing of the EBT data and is an online technology.

- b. Does Puerto Rico expect the transition to EBT will affect the number of authorized retail stores and/or the mix of authorized retail stores (i.e., large vs. small, etc.)?

No



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Hon. Pedro R. Pierluisi Urrutia
Gobernador

Lcda. Karla G. Mercado Rivera
Administradora y Principal Oficial de Compras

- c. Separate from current methods for identifying high-risk vendors, other States that are now utilizing an EBT system having identified routine reports that can be effective in identifying WIC fraud and/or trafficking in WIC Food Instruments. Has the Department identified specific reports that can be utilized to detect fraudulent activity? Please confirm the Department will work with the Contractor to produce reports to help detect fraudulent activities.

Regulations and reports are established to attend the compliance of the Authorized Vendors according to the new EBT technology.

- d. Will Puerto Rico please confirm that the new EBT system will be fully vetted for any discrepancies prior to its implementation and presenting invoices for rebate payment to the contracted manufacturer?

Confirmed

- e. Will Puerto Rico please confirm that any/all billing discrepancies that may arise because of the new EBT system will be subject to the terms of the IFB regarding invoicing and payment of rebates and resolution of disputes, as Puerto Rico transitions to the new system?

Confirmed

- f. Please confirm that the average redemption calculation will be defunct once the transition to EBT is finalized and the use of actual can counts will be implemented.

Confirmed

- g. Please confirm that Puerto Rico will use the EBT system to determine the maximum pricing at the store as opposed to store level audits.

Confirmed, as Puerto Rico WIC Cost Containment Methodology is authorized.

- h. Please provide timing on the rollout schedule of the EBT transition.

The rollout will be finalized by December 2022.

- i. When does Puerto Rico plan to be fully complete with EBT and no longer utilizing paper vouchers?

By the end of December 2022.

28. **Attachment IV, WIC Overview and Special Conditions, Page 9, Rebate, c.-** Please confirm that full truckload means 40,000 – 44,000-pound pricing as outlined by Federal Regulations and that for the purposes of the submission, pricing that is listed as 40,000 – 44,000 pounds and the definition of “truckload” are synonymous. If agreed, please add “truckload” to DEFINITIONS section.



Wholesale cost per unit for a full truckload pertaining WIC is addressed in the following regulations:

7 CFR 246.2 Net Price means the difference between an infant formula manufacturer's lowest national wholesale price per unit for a full truckload of infant formula and the rebate level or the discount offered or provided by the manufacturer under an infant formula cost containment contract.

7 CFR 246.16a(c)(5) How are contracts awarded? A State agency must award the contract(s) to the responsive and responsible bidder(s) offering the lowest total monthly net price for infant formula or the highest monthly rebate (subject to paragraph (c)(4)(ii) of this section) for a standardized number of units of infant formula. The State agency must calculate the lowest net price using the lowest national wholesale cost per unit for a full truckload of the infant formula on the date of the bid opening.

29. Attachment IV, WIC Overview and Special Conditions, Page 12, XV. Certification Regarding Conflict of Interest- Please confirm that signing of the bid documents and submission of the bid proposal satisfies this requirement. If it does not, please provide how a bidder needs to provide certifications.

Confirmed

30. Attachment IV, WIC Overview and Special Conditions, Page 14, 2A.- Please provide Attachment V or clarify what this is referencing as there are no documents in this solicitation labeled as Attachment V.

The Attachment V refers to the BID SHEET – FORMAL BID 23-0162.xls. This bid sheet is located in the document file of the Formal Bid 23-0162 in the ASG Web Page.

31. Attachment IV, WIC Overview and Special Conditions, Page 15, 6. Wholesaler Notification –

Please provide a list of WIC authorized wholesalers and distributors in Puerto Rico.

Puerto Rico WIC does not authorized wholesalers or distributors.

32. Attachment IV, WIC Overview and Special Conditions, Page 16, 8. Escalation

Clause- If there is a change in the manufacturer, please confirm each Puerto Rico will contact their authorized vendors to notify them of such change? We request that Puerto Rico agrees to notify their authorized vendors 90 days prior to the start date of the contract to ensure adequate time for vendors to place orders for the new contract formulas.

Puerto Rico will contact their authorized vendors if a change of manufacturer occurred in a reasonable time.



33. Attachment IV, WIC Overview and Special Conditions, Page 16, 8. Escalation Clause, c.-Will Puerto Rico please change this to the cent for cent increase/decrease shall take effect on the 1st day of the month following the date of a wholesale price increase/decrease, to avoid penalizing the contractor. Many other WIC contracts have this provision.

We will keep this provision as stated in the Formal Bid.

34. Attachment IV, WIC Overview and Special Conditions, Page 17, 9. Failure to Supply Sufficient Quantities Due to Shortage or Recall- Please confirm that should there be a shortage or recall of products, Puerto Rico will first issue a different physical form of the contractor's formula, secondly, consider issuing another sub brand of rebate eligible formula of the contracted manufacturer prior to issuing another manufacturer's formula and seeking a rebate from the contractor.

Confirmed.

35. Attachment IV, WIC Overview and Special Conditions, Page 17, 10. Rebate Amount Disputes or Errors-

a. Please confirm Puerto Rico will provide vendor redemption data to the Contractor when issues of fraud arise.

Puerto Rico will provide data to the Contractor according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

b. Please confirm Puerto Rico will work with the Contractor to provide such data in instances in which rebates have been paid for contracted products based on fraudulent transactions that involve infant formula.

Puerto Rico will work with the Contractor providing data according to the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6), Page 8 and the Special Terms and Conditions, Rebate Amount Disputes or Errors (#10), Page 17.

c. Please confirm Puerto Rico agree to discuss with the Contractor appropriate means for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer.

Puerto Rico continuously work on the compliance of our authorized vendors. Recommendations received by the contractors will be taken into account.



- d. Please confirm Puerto Rico will partner with the Contractor on recovery in instances where fraud has been discovered, and it has been further determined the manufacturer was overbilled for infant formula.

Please refer to WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6)(f), Page 8.

- e. How many vendors have been disqualified due to fraud issues in each of the last three years?

This is a confidential data that belongs to the Puerto Rico WIC.

- f. 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. If not confirmed, please explain why such a time limit is appropriate.

Time limits are established in the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6)(e), Page

- g. Please explain Puerto Rico' processes to identify and curb fraud and how Puerto Rico plans to secure the interests of its Contractor.

Puerto Rico has Policies and Procedures in place regarding the compliance of the vendors within the Program. Please refer to Puerto Rico WIC Manual of Policies and Procedures, webpage: <https://wic.pr.gov/#/manualesYpoliticas>

- h. Please confirm that the contractor is permitted to withhold payment if the overbilling is not supported by the agreed upon invoice documentation to substantiate the invoice balance, and the amount in question significantly exceeds the average of the past 3 months of invoices submitted by Puerto Rico (variance of greater than 100%).

Will not be confirmed.

- 36. Attachment IV, WIC Overview and Special Conditions, Page 19, 14. Transition Plan-** Should a contract transition occur, please provide detail as to how Puerto Rico will manage the transition:

- a. Will participants entering the WIC clinic on December 15, 2022, receive benefits for December, January and February that include the existing manufacturer's products? Or will the month of December only be for the current manufacturer's contracted product?

The last issue of the current contract formula will be made in December. As of January, the food benefit is issued with the new contract formula in the event of a change of company.

- b. Please explain if Puerto Rico issues benefits on a rolling basis or follows the calendar month.



PR will follow the calendar month.

- c. If a calendar benefit period will be used and benefits are prorated during the participant's initial benefit period, please explain how the initial proration affects the total number of cans to be rebated for the participant for the length of time the participant is receiving infant formula benefits. For example, if a participant receives a prorated amount during the first benefit period (i.e., 5 cans powder - 90 oz. reconstituted), will that participant then receive full monthly allotments for the next 12 calendar months?

Please refer to the above answer.

- d. Please provide any additional details regarding the transition process if a different contract brand formula will be issued under the new contract.

There are no additional details at this moment. PRWIC will share more information regarding the transition process with the awarded bidder.

37. Attachment IV, WIC Overview and Special Conditions, Page 19, 14. Transition Plan-

- 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.

Confirmed.

- b. Please clarify how Puerto Rico determines the average retail price.

Please refer to Puerto Rico WIC Manual of Policies and Procedures, Policy and Procedure 6.19 Cost Containment Methodology. You will find it on the webpage: <https://wic.pr.gov/#/manualesYpoliticas>

- c. How many times annually does Puerto Rico perform pricing surveys of infant formula
Please refer to Puerto Rico WIC Manual of Policies and Procedures, Policy and Procedure 6.19 Cost Containment Methodology. You will find it on the webpage: <https://wic.pr.gov/#/manualesYpoliticas>

- d. Does Puerto Rico perform compliance buys to confirm that WIC authorized retailers are only allowing the purchase of the formula listed on the Food Instrument?

Yes

- e. If Puerto Rico is not currently performing these compliance buys, we urge Puerto Rico to begin.

N/A

- f. 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?

This information is confidential and belong to the Puerto Rico WIC.

- g. Does Puerto Rico authorize vendors doing more than 50% of their sales via the WIC



program?

Yes.

h. Please provide what percentage of contracted formula is redeemed at over 50% vendors.

This information is confidential and belong to the Puerto Rico WIC.

i. Please provide the percentage of dollars reimbursed for the most recent fourquarters to over 50% vendors (for rebated infant formula).

This information is confidential and belong to the Puerto Rico WIC.

j. Please provide a list of all over 50% vendors

This information is confidential and belong to the Puerto Rico WIC.

k. Please provide the WIC vendors' minimum stocking requirements.

Please refer to Puerto Rico WIC Manual of Policies and Procedures, Policy and Procedure 6.05 Minimum Stock Requirement. You will find it on the webpage: <https://wic.pr.gov/#/manualesYpoliticas>

l. What are the top 5 retail chains within Puerto Rico?

This information is confidential and belong to the Puerto Rico WIC.

38. Attachment IV, WIC Overview and Special Conditions, Page 20, 18. Breach, Default and Termination- Please confirm termination rights in this section are reciprocal.

Not confirmed.

39. Attachment IV, WIC Overview and Special Conditions, Page 21, 18. Breach, Default and Termination, F.- Please change contract for convenience written notice to a minimum of 90 days and confirm that it is reciprocal.

We will keep this provision as stated.

40. Sub- Attachment 1, Page 28, Department of Health WIC Program Infant Participation Data- The infants listed in the bid sheet ("TABLA DE COTIZAR RFP 23-0162") are not reasonably close to the infants listed on page 25 of the WIC Overview and Special Conditions RFP 23-0162 document (Sub - Attachment 1). In the bid sheet, the total infants receiving formula are listed as 7941 infants, however in Sub - Attachment 1 the average infant participation excluding fully breastfed and issued exempt formula is 10,615. Could Puerto Rico please explain the difference and amend the documents accordingly?

The difference is due to participants in partially breastfeeding category with a food package prescription without formula.

41. Sub- Attachment 3- Infant Formula Rebate Invoice- Please explain the intent, purpose, and format of Sub Attachment 3.



As stated in Sub-Attachment 3 this is an Infant Formula Rebate Invoice Example.

42. Bid Worksheet Attachments – Please confirm that the Single Bid Solicitation (combined) bid worksheet is the only worksheet that needs to be completed and returned to be a responsive bid. There is only one Bid Worksheet that needs to be completed.

Please refer to Attachment V.

a. Please delete the milk-based and soy based infant formula bid worksheets as this solicitation is a combined bid with the agency having less than 100,000 infant participants. If not deleted, please explain which bid worksheet is required for a responsive submission.

N/A

b. Please confirm that all infants utilizing non-contract, non-exempt infant formulas are captured in the Single Bid Solicitation (combined) as required by federal law.

Confirmed

43. General Question - Please confirm Puerto Rico will amend and update the RFP and Special Terms documents as needed to incorporate the answers to submitted questions.

If necessary

44. General Question- Thank you for sharing the transcripts of the Pre-Proposal meeting sent 8/18/22, please provide an English translated copy of these to all bidders who attended the meeting.

GERBER

Invitation – Formal Bid 23-0162

1. Page 1 of 2 – Availability of Bid Documents – Please correct the date provided in this section. It appears to be the old date from the previous bid documents.

We did not find any error in the Invitation Formal Bid 23-0162.

Formal Bid Documents – 23-0162

2. Page 2 of 19, Paragraph I.3. – Registered Bidders – Please confirm registration in the RUL is not required prior to the submission of bids.



Confirmed.

3. Page 3 of 19, Paragraph I.5. – Protest Bid Documents – Please confirm all bidders will be notified if a protest is filed either prior to the bid proposal due date or after issuance of a notification of award. Will all bidders be provided copies of any protests that are filed, as well as the response from the Bid Board and/or ASG?

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.6 and Chapter 7, Article 7.3, Section 7.3.17

4. Page 3 of 19, Paragraph I.7. – Content of Bid Offers – Please specify or describe Attachment V referenced in line d. of the list on this page.

The Attachment V refers to the BID SHEET – FORMAL BID 23-0162.xls. This bid sheet is located in the document file of the Formal Bid 23-0162 in the ASG Web Page.

5. Page 5 of 19, Paragraph I.12. – Per federal law governing WIC Rebate bid solicitations, please confirm the following information will be read aloud at the public bid opening: Product Name, 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 WIC Infant Formula Rebate Bid Sheet Template will be read aloud.

6. Page 5 of 19, Paragraph I.12. – Please confirm the Bid Opening will be held virtually and the instructions in this section are up-to-date and accurate. This section provides instructions to connect to the “virtual pre-bid meeting.” Please provide updated instructions for attending the virtual Bid Opening if necessary.

The Link for the Virtually Bid Opening will be share in the Formal Bid 23-0162 Document File in the ASG Web Page.

7. Page 9 of 19, Section III.3. – Review and Award – This section must be amended. As currently written it does not comply with federal regulations. Federal regulations state that a WIC State agency must award the contract to the responsive and responsible bidder(s) offering the lowest total monthly net price for infant formula.

This Formal Bid will comply with the Federal Regulations.





8. Page 9 of 19, Section III.3. – Review and Award – When does the Bid Board and/or Secretary expect a notice of award will be issued? How will the Notice of Award be communicated to all bidders – via email, or posting to the website, or both?

Please refer to Regulation 9230 – Uniform Regulation for Purchases and Bids of Goods, Works and Nonprofessional Services Chapter 7, Article 7.3, Section 7.3.17 (13)

9. Pages 10-11 of 19 – Preference Laws – This section is also inconsistent with the bid evaluation analysis required by federal regulations. We therefore request this section be deleted in its entirety.

This Formal Bid will comply with the Federal Regulations.

10. Page 11-12 of 19, Section 7. – Bonds – Please confirm a Bid Bond is not required to be completed with the bid submission and will not be required as part of this solicitation process.

Bid Bond is required as established.

11. Page 16 of 19, Section VII. – Special Conditions – Is the registration link provided in paragraph 3 (System for Award Management) different from the registration requirement specified in section I.3. on page 2 above?

Yes, they are different.

12. Page 16 of 19, Section VII., paragraph 4 – Please confirm the annual report of the parent company of the bidder will satisfy the requirements in this section.

Not confirmed, should be the Bidder Financial Statements.

WIC Overview and Special Conditions RFP 22-2907 - The answers to these questions are based on the RFP 23-0162

13. Page 6 of 39, Section II.B.2. – Infant Participation Data – We have the following questions:
- a. The second sentence in this section states the program serves a total of 115,359 infants. Please correct this number as it appears to be a typo.
There is no typo error. Please refer to Sub Attachment 1 – Infant Participation Data.
 - b. The next sentence in this section states 10,615 infants are partially and fully formula fed. Please confirm infants receiving exempt infant formulas are not included in this total.



Confirmed

- c. The data submitted to USDA/FNS indicates that through May 2022, PR WIC has served an average monthly total of 19,224 infants, of which 11,869 are fully formula fed; 3,652 are partially breastfed, and 3,703 are fully breastfed. The Bid Sheet indicates only 7,941 infants are receiving contract infant formulas, or non-contract, non-exempt infant formulas. The Bid Sheet must be revised to include all infants receiving non-exempt infant formulas as required by federal regulations.

Refer to the Bid Sheet that indicates that only 7,941 infants are receiving contract formula.

- d. Even if we add the 4,973 infants receiving exempt infant formula and the 3,703 infants exclusively breastfed, to the infants totals included on the Bid Sheet, we arrive at a total of 16,617 infants – a difference of over 2,600 infants compared to what PR WIC reported to USDA.

The numbers included in the Bid Sheet will remain as stated.

- 14. Page 19 of 39 – Special Terms and Conditions – Section 14. – Please describe the transition process if a new contractor is awarded this contract.

By the end of year 2022 which match with the end of the actual infant formula contract, Puerto Rico WIC will issue the participants benefits on a monthly basis until the new contract is awarded.

Will all infants receiving formula with a first day-to-use of January 1, 2023 be issued the new contractor's products? **Yes**

Or will participants issued benefits in October, November or December be issued three months of benefits for the existing contractor's products. Please explain in detail, preferably with examples, how the transition to a new contractor will proceed.

- 15. Page 16 of 39, Section 6. – Would PR WIC provide all bidders with a list of all authorized vendors who will be providing infant formula beginning on January 1, 2023?

Authorized vendors could be located on our WIC App Known as Mi WIC PR.

- 16. Pages 26-37 – What do these Rebate Rate Change Summary reports represent?

The rebate rate change summary is a report indicating the effective date of the rebate rate, the description of the contracted formula, the number of redeemed units and the monetary amount of the rebate. The finance office monitors this report monthly and Food Nutrition Services requests it at audits.

- 17. Page 39 of 39 – Is this an actual invoice submitted to Abbott Nutrition? **No**
Is Abbott currently providing rebated products to PR WIC. **No**

- 18. Page 39 of 39 – Why does this RFP include an invoice indicating Abbott is providing infant



formula products to PR WIC?

As stated in Sub-Attachment 3 this is an Infant Formula Rebate Invoice Example.

We note this invoice more closely approximates the initial Bid Sheet than the actual number of infants receiving contract infant formulas.

MEAD JOHNSON NUTRITION (PUERTO RICO), INC.

1. La Sec. 3 de la Subasta Formal establece que: “The Bidder shall submit all the requested documents and certifications, and comply with all the requirements, terms, and conditions established in the Bid Documents at the time of submitting the bid proposal. Documents submitted by a Bidder after the bid opening shall be not accepted, except for the RUL’s certification of eligibility, which shall be subject to presentation within the aforementioned period.”

¿La ASG puede establecer la misma excepción para el registro en SAM.gov?

No

2. Esta sección indica que la oferta se entregará solo físicamente en sobre sellado a las oficinas de ASG, ¿solo se entregará de forma física o también se hará de manera digital?

Only in physically

3. Indica que el Attachment II (ASG 674) no será necesario completarlo si estamos registrados en RUL, por favor confirmar que esto es correcto.

Confirmed

4. Las ofertas deberán ser sometidas físicamente antes de las 1:00PM en la Oficina de la Junta de Subastas de la ASG. ¿A qué hora comenzará a recibir documentos la Junta de Subastas?

At 7:30am

6. ¿Existe alguna restricción o protocolo a seguir por el COVID19 para visitar la oficina de la Junta de Subastas?

The one that the government has in place at the time of your visit.

7. Establece que el propósito del “Bid Opening” es para verificar que las propuestas fueron recibidas y que cumplen con los requisitos establecidos.

¿La divulgación del ganador será ese mismo día?

Will not be on the same day.



8. Hacen referencia a un “virtual pre-bid meeting”, ¿porque se utiliza el término “pre” si están haciendo referencia al día de la apertura de la subasta? Favor aclarar este punto.

There were not a pre-bid meeting for this Formal Bid.

9. Hace referencia a la Subsección 8 de la Sección XX del Attachment V, dicho Attachment no fue provisto en el paquete de documentos del Bid No23-0162

The Attachment V refers to the BID SHEET – FORMAL BID 23-0162.xls. This bid sheet is located in the document file of the Formal Bid 23-0162 in the ASG Web Page.

10. Indica que la Junta de Subastas evaluará todas las ofertas sometidas, describa por favor la composición de la Junta.

The ASG Bid Board is composed by three members.

11. Indica que la Junta de Subastas evaluará todas las ofertas sometidas y que durante ese periodo de evaluación podrán contactar a los participantes para aclarar dudas de la oferta. ¿Significa esto que la adjudicación de la subasta no será inmediata el día de la apertura de esta? Favor aclarar este punto.

The written resolution will not be on the same day.

12. La Sección III (3) de las Condiciones Generales indica: “In order to determine which offer is the most convenient and beneficial, the price shall not only be considered as the main factor, but also compliance with the Terms, Conditions, Specifications, and Warranty required. The bidder’s past performance as well as technical capability may be considered by the Bid Board at the time of awarding the contract. The technical capability shall be evaluated in order to determine the bidder’s ability to perform.

Prices shall be evaluated to determine reasonableness. However, the contract may not be awarded to the lowest bidder if, in the judgment of the Bid Board, a bidder offers a higher price, but his bid provides the best value, considering technical requirements, time of delivery, past performance, warranty, among others.”

Debido a que el contrato que se suscribirá como resultado de este RSP es un contrato de rebates (“rebate contract”) y la ley federal requiere que se otorgue al licitador que oferte el costo neto mensual más bajo, por favor confirme que, en cumplimiento con la ley federal aplicable, la Subasta será adjudicado basado solamente en el precio neto más bajo según definido en las regulaciones federales del Programa WIC. De no ser así, por favor explique



cómo una adjudicación a base de otros factores cumpliría con los estatutos aplicables.

This Formal Bid will comply with the Federal Regulations.

13. Esta sección indica:

“A delay penalty equal to **one half percent (0.5)** of the total amount of the issued purchase order shall be imposed on any bidder who fails to deliver products or perform services for each day the delay continues, without constituting a waiver of any other applicable legal proceeding. There is a delay, when the vendor fails to meet delivery date or service commencement date. **The delay penalty in a construction project shall be established as provided in Regulation No. 9230, supra.**

Favor de explicar en detalle cómo opera esta sección bajo un contrato derebates.

This clause does not apply to this Formal Bid.

14. Favor de indicar cómo opera esta sección en caso de fuerza mayor y situaciones similares; ¿la penalidad aplica igual en casos como estos? **Does not apply.**

15. Esta Sección indica:

The contract to be executed pursuant to this bid shall cover the requesting agency or the governmental or exempt entities of the Government of Puerto Rico, as defined in Act No. 73 *supra*. The supplier shall not refuse to provide services to any agency, public corporation or municipality.

Favor de indicar si esta Sección aplica. De aplicar, por favor, aclare ¿por qué si ésta es una subasta para proveer fórmula de infantes bajo el Programa WIC, el licitador seleccionado no puede negarse a ofrecer servicios a agencias, corporaciones y municipios?

Does not apply.

16. Favor de considerar un término mayor de treinta días para notificar por escrito la terminación del contrato y que el contratista tenga igual derecho a la terminación.

This provision will remain as stated in the Formal Bid.

17. “System of Award Management” (SAM), esta certificación es un nuevo requisito el cual, una vez iniciado el proceso de su solicitud, dependemos de que el sistema nos provea este certificado. Dado a que tenemos una fecha límite para someter toda la documentación, en el caso de no la tengamos antes del 28 de septiembre, ¿se podrá proveer evidencia de que la gestión fue iniciada, y que esto conste como parte de los requisitos?



The SAM Certification must be available before the bid is awarded.

18. Por favor consideren incluir el derecho del contratista a terminar el contrato previa notificación en un término razonable. De no ser considerado, por favor, expliquen por qué el Programa WIC puede cancelar el contrato mediante aviso previo y al contratista no se le reconoce el mismo derecho

This provision will remain as stated in the Formal Bid.

19. El formato de Excel solo provee para llenar la información de una sola fórmula a base de leche y una de soya, no permite añadir líneas para incluir otras fórmulas en polvo a base de leche que suelen ser parte de las contratadas en el Programa WIC. Favor aclarar cómo se podrá añadir otras fórmulas o si se utilizará una página por cada producto.

Please refer to the WIC Infant Formula Rebate Bid Sheet Template for Single Bid Solicitation. The awarded bidder could offer more options of formula in all physical forms.

20. Esta Sección dispone:

“Rebates must also be paid on any new infant formula produced after the contract is awarded that the State agency chooses to issue”

Favor de explicar el mecanismo que utilizará el Estado para informar la decisión de utilizar nuevas fórmulas producidas luego de que se suscriba el contrato. ¿Cuándo comenzarían a ser efectivos los rebates una vez se informa de la decisión?

Puerto Rico will notify in writing to the manufacturer authorization the of new product and the rebates will be effective 60 days after the notification.

21. Favor de confirmar si el Programa WIC de Puerto Rico autorizaría una marca alterna de fórmula del contratista antes de autorizar una marca no contratada. Si no es confirmado, por favor, indique las razones por las cuáles el Programa WIC de Puerto Rico no permitiría una fórmula alterna del contratista antes de autorizar una marca no contratada.

PRWIC will continue to promote the use of the contracted formula.

22. Proporcione la cantidad de bebés participante del Programa WIC que fueron amamantados parcialmente (partially breastfeeding) desde septiembre de 2021 hasta febrero de 2022.

The data will remain as stated in the Sub Attachment 1 – Infant Participation Data.



23. Por favor, especifique el porcentaje de infantes por edad atendidos por el Programa WIC de Puerto Rico durante los últimos 6 meses para el siguiente rango de edad: 0-1 meses; 1-3 meses, 4-5 meses, 6-11 meses

Please refer to attachment – Percentage of Infants Enrolled by Age Range

24. Special Terms and Conditions - Por favor, confirme que el límite de tiempo para presentar una impugnación no aplica a las disputas que surjan por fraude u otra actividad ilegal que impida que el contratista pueda identificar la facturación incorrecta.

Time limits are established in the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6)(e), Page 8.

25. En esta sección menciona como será la transacción del EBT por parte del participante. Sin embargo, no menciona como será el nuevo proceso de compra del mayorista a la compañía contratada, tomando en consideración la eliminación del actual sistema de vouchers. ¿Podrían por favor proveer el procedimiento que se utilizará?

PRWIC doesn't regulate the wholesalers. The rebates will be based on a monthly redemption through an invoice as established in the Formal Bid.

26. ¿Existe un plan de contingencia en caso de que el programa de EBT confronte problemas y/o desperfectos técnicos?

Yes

27. ¿Qué método utilizará el programa WIC para dar aviso de incumplimiento?

A written notification will be sent to the contractor specifying the default.

28. Favor de editar esta sección para que lea:

All the supplies, goods and services offered and furnished under the Contract must comply with federal and state applicable laws and Regulations. This provision will remain as stated in the Formal Bid.

29. Favor de editar esta sección para que lea:

This procurement will be ruled, and the price agreement construed in accordance with the federal and state **applicable** laws and regulations. Venue for any claim, dispute or action arising from the Contract shall be filed in the Courts of the Government of Puerto Rico.

This provision will remain as stated in the Formal Bid.

30. Por favor, consideren modificar el término del que dispone el Departamento de Salud para notificar la terminación del contrato a un término razonable mayor, en lugar de treinta días.

This provision will remain as stated in the Formal Bid.



31. Certification regarding conflicts of interest - Indique si se proveerá un formulario estándar para certificar ausencia de conflictos de interés o si cada licitador debe utilizar el formato que estime conveniente.

Signing the bid documents and submission of the bid proposal satisfies this requirement.

32. Certification regarding debarment - Indique si se proveerá un formulario estándar para certificar ausencia de conflictos de interés o si cada licitador debe utilizar el formato que estime conveniente.

Signing the bid documents and submission of the bid proposal satisfies this requirement.

33. Confirme que el período de retención de documentos aplica tanto al Estado como al contratista.

Confirmed.

34. El Attachment V, al que hacen referencia, no está identificado o no fue provisto en los documentos. Favor clarificar cual es este documento y/o proveerlo.

The Attachment V refers to the BID SHEET – FORMAL BID 23-0162.xls. This bid sheet is in the document file of the Formal Bid 23-0162 in the ASG Web Page.

35. Product Changes – requiere que el contratista notifique con 3 meses de anticipación cambios del producto. En varias ocasiones no conocemos de dichos cambios hasta 2 meses antes; por lo que solicitamos que consideren cambiar el término a 60 días.

This provision will remain as stated in the Formal Bid.

36. Escalation Clause - La fecha del aumento de precios es confidencial e información propietaria. Requerir un aviso con noventa (90) días de anticipación sería una desventaja para el contratista. Por favor, consideren revisar esta sección para permitir que la notificación sea en la misma fecha en que se notifica a otros clientes o al menos 60 días antes de cualquier cambio en los precios al por mayor.

This provision will remain as stated in the Formal Bid.

37. Escalation Clause - Si Dada la fuerte inflación y aumento del costo de la materia prima, el costo del producto se incrementa demasiado, ¿cuál es el mecanismo para poder aumentar el precio neto contratado durante el periodo que dura el contrato?

Please refer to WIC Overview and Special Conditions Attachment IV, Special Terms and Conditions, Escalation Clause (#8), Page 16.



38. Por favor, confirme que el límite de tiempo de 90 días para presentar una impugnación no aplica a las disputas que surjan por fraude u otra actividad ilegal que impida que el contratista pueda identificar la facturación incorrecta.

Time limits are established in the WIC Overview and Special Conditions Attachment IV, Section II Scope of Contract and Background Information, B(6)(e), Page 8.

39. Confirme que el período de retención de documentos aplica tanto al Estado como al contratista.

Confirmed.

40. Confirme que el Estado también proveerá al Contratista de un plan de transición para las áreas que están dentro de su control en un término de 30 días.

The necessary information required to accomplish the transition with the contractor will be given in an adequate timeframe.

41. Durante la vigencia del contrato, en el caso de productos contratados expirados en los comercios WIC y/o en el Mayorista, ¿prevalecen las condiciones y términos actuales ya establecidas por la compañía previo al contrato WIC?

This issue is not applicable to Puerto Rico WIC.

42. Al llegar el momento de la finalización de contrato, ¿qué sucede con el inventario que tengan los mayoristas y las tiendas WIC de la compañía saliente? ¿Cómo se manejará este inventario sobrante?

Puerto Rico WIC does not manage formula inventory.

43. ¿Qué pasa con los balances en las tarjetas de EBT no canjeados generados bajo el contrato anterior una vez se firma el nuevo contrato? ¿Se canjearán en efectivo o con productos?

Describa en detalle el plan de transición para la emisión de vales a los participantes en caso de que se adjudique el contrato a un nuevo contratista(es decir, quién paga el reembolso y cuándo).

In EBT the benefits expire at the end of the month.

By the end of year 2022 which match with the end of the actual infant formula contract, Puerto Rico WIC will issue the participants benefits on a monthly basis until the new contract is awarded.

45. ¿En los nuevos requisitos no encontramos ninguna requisición relacionada con seguros,



JUNTA DE SUBASTAS

Hon. Pedro R. Pierluisi Urrutia
Gobernador

Lcda. Karla G. Mercado Rivera
Administradora y Principal Oficial de Compras

existe algún tipo de documentación relacionada que se deba presentar para participar en la subasta?

Bid Bond and Performance Bond will be required. Please refer to Formal Bid 23-0162, III General Conditions (7), Pages 11-12.

This Notification is part of the Auction specifications and those interested in bidding will have to consider it when submitting your offer. All other terms, conditions and specifications remain unchanged.

Edmarie Aviles Almenas
Secretary
Auction Board

Issued today, September 23, 2022
San Juan, Puerto Rico

