

Attachment IV
Formal Bid 23-0162

WIC OVERVIEW AND SPECIAL CONDITIONS

WIC PROGRAM

PUERTO RICO DEPARTMENT OF HEALTH

I. STANDARD CONTRACT TERMS & CONDITIONS

A. PARTICIPANTS-

The obligations under this contract are limited to the GPR, by ASG and the Department of Health's WIC Program and to the primary contract brand infant formula manufacturer awarded with the contract.

B. DEFINITIONS-

1. **Bid:** An offer on a per unit rebate for milk based infant formula most suitable for routine issuance to the majority of generally healthy, full-term infants in response to this solicitation.
2. **Cardholder:** means the individual that is issued the eWIC benefit card. This person may be a participant, parent, guardian or other trusted individual. A single eWIC benefit card will have the benefits prescribed to one or more participants that are eligible to receive WIC benefits.
3. **Contract:** The agreement entered into by the GPR and the responsive and responsible bidder that complies with all requirements stated herein, offering the lowest monthly net price cost for standardized number of units of infant formula if the bidder complies with all other requirements included in this bid and the State regulation applicable to this bid. The contract includes the Invitation for Bid, the Invitation for Bid Attachments and Amendments, and the Contract Amendments.
4. **Contract brand infant formula:** All milk and soy-based infant formulas, (except exempt infant formulas) produced by the manufacturer awarded the infant formula cost containment contract. If the manufacturer subcontracts for soy-based infant formula, all soy-based infant formulas covered by the subcontract are considered contract infant formulas.
5. **Contractor:** The infant formula manufacturer with whom the GPR enters into a contract for a rebate on infant formula.
6. **Contractor's representative:** An individual or individuals designated by the contractor to act on its behalf and authorized to legally bind the contractor under the terms and conditions set forth in this Formal Bid and in the contract.
7. **Exempt infant formula:** An infant formula that meets the requirements for an exempt infant formula under section 412(h) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 350a(h)) and regulations at 21 CFR parts 106 and 107.

8. **Infant formula:** A food that meets the definition of an infant formula in section 201(z) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 321(z)), and the requirements for an infant formula under section 412 of the Federal Food, Drug and Cosmetic Act (21 U.S.C. 350(a)), and the regulations at 21 CFR parts 106 and 107.
9. **Noncontract brand infant formula:** All infant formula, including exempt infant formula, which is not covered by an infant formula cost containment contract awarded by the State agency.
10. **Participating State agency:** The Government of Puerto Rico, Department of Health.
11. **Percent discount:** The percent discount is the result of the division of the rebate for the primary contract brand infant formula by the manufacturer's lowest national wholesale price per unit as of the date of the bid opening, for a full truckload of the contract brand infant formula. The percentage discounts must be used to determine the rebate for all other contract brand infant formulas approved for issuance by the State agency.
12. **Primary contract brand infant formula:** The specific infant formula for which a manufacturer submits a bid to a State agency in response to a rebate solicitation and for which a contract is awarded by the State agency as a result of that bid.
13. **Rebate:** The amount of money refunded under cost containment procedures to any State agency from the manufacturer of contract brand infant formula as the result of the participant's purchase of infant formula with electronic benefit transfer (EBT).
14. **Responsive and responsible bidder:** An infant formula manufacturer who submits a bid that comply with all requirements for this formal bid and that offers the lowest total monthly net price for a standardized number or units of milk-based infant formula.
15. **Net price:** The difference between the manufacturer's lowest national wholesale price per unit for a full truckload of formula and the rebate level or discount offered or provided by the manufacturer under an infant formula cost containment contract. It is based on the wholesale price at the time of bid opening.
16. **Unit:** A container which holds liquid concentrate, powdered, concentrate, and/or ready-to-feed infant formula.
17. **National wholesale price:** The manufacturer lowest nationally published wholesale price for a full truckload of the infant formula for which a rebate is offered under this Formal Bid and Contract.

18. **Cent by cent increase and decrease**: Adjustment to rebates based on the published wholesale price for Puerto Rico.
19. **Shortage**: A shortage of infant formula due to an emergency, natural disaster, water contamination, or other event that is not declared a supply chain disruption by USDA.
20. **Supply Chain Disruption**: The term “supply chain disruption” means a shortage of supplemental foods that impedes the redemption of food instruments, as determined by the Secretary of the United States Department of Agriculture.
21. **GSA**: General Administration Services of Puerto Rico
22. **GPR**: Government of Puerto Rico

II. SCOPE OF CONTRACT AND BACKGROUND INFORMATION

A. SCOPE AND INTENT

The Government of Puerto Rico's ASG, on behalf of the WIC Program, is releasing this Invitation for Bid to comply with the "Infant Formula Cost Containment" requirements defined in 7 CFR § 246.16a.

Pursuant to the regulation, the WIC Program must continuously operate a cost containment system for infant formula. Therefore, the WIC Program is seeking a rebate per unit for all infant formulas that qualify for rebates under the provisions described in the regulations and herein.

The ASG and the Puerto Rico Department of Health will contract, on behalf of the WIC Program, with the responsive and responsible bidder that meets and complies with all the specifications and bid terms and conditions and offers the lowest total monthly net price taking into account infant formula usage rates and infant formula participation.

According to Puerto Rico's authorized formulas and WIC-eligible nutritionals, the Puerto Rico WIC Program will only issue contract brand infant formula. The primary contract brand infant formula will be the first choice for issuance to the infants. The WIC Program will provide the contract brand infant formula to the participants, through the authorized vendor's stores that are part of the retail food delivery system. The WIC Program will provide the exempt formulas/WIC-eligible nutritionals with the medical documentation "Health Care Provider Authorization for Exempt Formulas and WIC-eligible nutritionals" (WIC-050).

The Government of Puerto Rico provides no guarantee of the quantity, type, physical form or unit of contract brand infant formula that will be prescribed under the new contract resulting from this Formal for Bid.

The contractor bidder will supply and provide a rebate on all infant formulas in its infant formula product line that the State agency choose to issue with the exception of the exempt infant formulas. Rebates must also be paid on any new infant formula produced after the contract is awarded that the State agency chooses to issue.

Bidders that do not produce soy-based infant formulas must subcontract with another manufacturer to supply them, as required in the 7 CFR §246.16a (c)(2).

B. BACKGROUND INFORMATION

1. THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN-

The Special Supplemental Nutrition Program for Women, Infants and Children, known as the WIC Program, was created pursuant to the Child Nutrition Act, 42 U.S.C. § 1786, et.

seq. (1966), as amended. The Program is administered by the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA).

In Puerto Rico, the WIC Program's participants are certified and receive services in 86 clinics located throughout the island. WIC services include health and nutrition assessment, nutrition education, breastfeeding support, a supplemental food package prescribed according to the participants' nutritional risk and conditions, and referrals to other social and health services.

Applicants must meet specific categorical, income and nutritional risk factors in order to be certified as participants. Categorical eligibility means persons who meet the definition of pregnant, breastfeeding and postpartum women, infants from 0 to 12 months, and children up to five years. Applicants must present health or nutritional risk factors. Household income should be at or below 185% of the federal poverty level.

2. PUERTO RICO WIC PROGRAM'S INFANT PARTICIPATION DATA-

The WIC Program serves infants from 0 to 12 months. From December 2021 to May 2022, the Program served a total of 115,359 infants, consisting of fully and partially breastfed infants and those who only received exempt formulas. Ten thousand six hundred and fifteen (10,615) is the monthly average of partially breastfed and fully contract formula fed infants; while 4,973 is the average of infants receiving exempt formulas (see Sub-attachment 1: Infant Participation Data).

3. COMMITMENT TO BREASTFEEDING-

The WIC Program is fully committed to breastfeeding as the primary method of infant feeding. The WIC Program actively promotes breastfeeding, conducts initiatives to encourage breastfeeding, and will continue to pursue these activities during an infant formula rebate system.

4. INFANT FORMULA FULL NUTRITION BENEFIT AND MAXIMUM MONTHLY ALLOWANCE

According to the 7 CFR 246.10 (h)(1), the State agency must use the maximum monthly allowance of reconstituted fluid ounces of liquid concentrate infant formula as specified in Table 1 of paragraph (e)(9) of this section as the full nutritional benefit (FNB) provided by infant formula for each food package category and infant feeding option (e.g., Food Package I A fully formula fed, IA-FF).

Table 1 – Full Nutrition Benefit (FNB) and Maximum Monthly Allowances (MMA) of Supplemental Foods Infants in Food Packages I, II and III

Foods	Fully formula fed (FF)		Partially (mostly) Breastfed (BF/FF)		Fully breastfed (BF)	
	Food Package I-FF & III FF	Food Package II-FF & III-FF 6 through 11 months	Food Packages I- BF/FF & III BF/FF (A: 0 to 1 month ²³)	Food Packages II-BF/FF & III BF/FF 6 through 11 months	Food Package I-BF 0 through 5 months	Food Package II-BF 6 through 11 months

	A: 0 through 3 months B: 4 through 5 months		B: 1 through 3 months C: 4 through 5 months			
WIC Formula	A: FNB = 806 fl oz, MMA = 823 fl oz, reconstituted liquid concentrate or 832 fl. Oz. RTF or 870 fl oz reconstituted powder	FNB = 624 fl oz, MMA= 630 fl oz, reconstituted liquid concentrate or 643 fl. Oz RTF or 696 fl. oz reconstituted powder	A: 104 fl oz reconstituted powder B: FNB = 364 fl oz, MMA = 388 fl oz, reconstituted liquid concentrate or 384 fl oz RTF or 435 fl oz reconstituted powder	FNB = 312 fl oz, MMA = 315 fl oz, reconstituted liquid concentrate or 338 fl or RTF or 384 fl oz reconstituted powder		
	B: FNB = 884 fl oz, MMA = 896 fl oz, reconstituted liquid concentrate or 913 fl or RTF 960 fl oz reconstituted powder					
			C: FNB = 442 fl oz, MMA = 460 fl oz, reconstituted liquid concentrate or 474 fl oz RTF or 522 fl oz reconstituted powder			

5. INFANT FORMULA REBATES-

The infant formula rebate agreement is a cost containment measure in accordance with 7 CFR §246.16a.

The Child Nutrition Act, 42 U.S.C. 1786 (h)(8)(A), requires the States and tribal WIC Programs to implement either a competitive procurement for infant formula rebates or other infant formula cost containment measures yielding savings equal to, or greater than, savings generated by a competitive procurement. Contracting for infant formula rebates, as a cost containment measure has become a standard WIC Program activity.

Infant formula expenditures represent almost forty percent (40%) of all WIC food costs. That is the reason to promote infant formula rebates as an important cost containment strategy for the WIC Program, because rebate savings support the food costs for nearly one out of every four WIC participants. Without these savings, millions of low-income women, infants and children would not have the advantage of WIC health and nutrition

assessment, nutrition education, breastfeeding support, supplemental nutritious foods, and referrals to other social and health services.

6. **CONTRACT BRAND INFANT FORMULA CREDIT REBATE SYSTEM-**

Invoicing: The contract brand infant formula redemption report and contract formula rebate will be based on redemption month. The invoice shall contain eligible redemption that have been reconciled and not yet billed to the Contractor within the Federal Fiscal Year. A sample of the rebate invoice can be reviewed in Sub-Attachment 3, Infant Formula Rebate Invoice. The Contractor shall pay invoices in accordance with the payment provisions listed in this Formal Bid.

a. The Puerto Rico WIC Program shall provide the Contractor with a monthly invoice that specifies the total number of units of the Contractor's infant formula that was purchased through the WIC Program. The WIC Program shall submit said invoice to the Contractor within 10 days after the end of the month with a 30-day due date.

b. The invoice shall list the WIC food ID, product UPC and name, issuance month, units billed, rebate per unit, product total amount, invoice total, adjustments and grand total. The number of units of infant formula shall be determined based on redeemed infant formula electronic benefits with first date to spend during the contract period and based on the rebate amount. The Puerto Rico WIC Program shall provide the invoice to the Contractor no later than sixty (60) calendar days after submission of the previous month invoice.

c. The rebate invoice and redemption data will be provided to the Contractor in an electronic format.

d. The Contractor may be entitled to recoupment of funds paid due to a billing error, after proving such billing error and acceptance by the Puerto Rico WIC Program. The Contractor may only recoup funds due to a billing error and must notify the Puerto Rico WIC Program within ninety (90) calendar days of invoice payment. Any review of WIC redemption data by the Contractor shall be for purposes of recoupment in resolving billing error discrepancies.

e. The Contractor must notify Puerto Rico WIC Program of any dispute or error in the rebate invoice within 120 calendar days of the invoice being issued and settled within 180 calendar days of the invoice receipt date. If the Contractor misses the deadline, any requirement to return funds to the Contractor, as a result of a dispute or overbilling error, is waived. All disputes must be settled by the closeout of the fiscal year in which the dispute occurred.

f. If an over billing error occurs, Puerto Rico WIC Program must make every effort to validate. Independents reviews of the records stipulated in the contract are encourage if necessary. Upon resolution of dispute, Puerto Rico WIC Program will promptly disburse any fund to the appropriate party. Puerto Rico WIC Program and Contractor must meet as often as necessary to review progress and performance of contract. During this meeting any concerns regarding billing procedures must be addressed.

g. Future rebates on all other infant formulas, including new formula and changes in container sizes, will be based on the same percentage discount as the corresponding physical form of the primary contract brand infant formula and based on the lowest national wholesale price of the formula at the time the formula is approved for issuance by the Puerto Rico WIC Program.

Rebate: The Contractor shall be required to supply and pay a rebate on all physical forms of infant formulas (including any new infant formulas and subcontracted infant formulas) it produces and that the Department choose to issue, except exempt infant formulas. The rebate will be calculated using the same percent discount as the corresponding physical form of the primary contract infant formula for which bids were solicited.

a. Rebate payments to the Department shall be based on the number of units of manufacturer's contract brand infant formula redeemed by the Puerto Rico WIC Program cardholders. All rebate payments shall be paid to the Puerto Rico WIC Program within 30 calendar days once the invoice has been issued and received by the Contractor.

b. The Puerto Rico WIC Program EBT transaction process uses an issued EBT benefit card to perform a series of real-time transactions between a WIC certified retailer's point of sales system or WIC FNS issued stand beside terminal and the WIC EBT processor. The Universal Product Code (UPC) on the formula can is electronically compared to the Approved Product List (APL) at the WIC retailer, against the EBT processor's system for authorization. Authorized infant formula UPCs are compared to the cardholder's account balance to determine available infant formula benefits. Infant formula units approved in the EBT purchase transaction are subtracted from the cardholder's account balance. The amount of the sale and list of infant formulas purchased is submitted for payment. Partial redemptions do not apply, since redemption transactions are actual products purchased via the EBT system. The Puerto Rico WIC Program will not issue manual vouchers if the WIC EBT processor's system cannot redeem benefits at the retailer's point of sale system. All transactions must be redeemed via the EBT processor system or through the exempt formula supplier.

c. Calculation of rebate for contract brand infant formulas, other than primary contract brand infant formulas for which bids were received, must be calculated by first determining the percentage discount for each physical form of the primary contract brand formula. The percentage discount must be calculated by dividing the rebate for primary contract brand infant formula by the manufacturer's lowest national wholesale price per unit, as of the date of the bid opening, for a full truckload of the primary contract infant formula. Any rise or fall in the bidder's best national wholesale price per unit for a full truckload, for any item covered under contract shall have a cent-for-cent adjustment in the amount of the rebate to match any increase or decrease in the best wholesale truckload price for the life of the contact, including subsequent contract extensions.

d. If the Contractor is unable to supply the primary contract brand infant formula, refer to Section VII on Special Terms and Conditions, Inability to Supply Products and Product Shortage.

e. Rebate amounts that will apply and the method by which rebates are calculated may not be negotiated in the contract or in any extension periods.

III. GOVERNING LAWS-

The Contract will be governed and construed by the federal regulations contained in 7 CFR 246.16a and the laws and regulations of the Government of Puerto Rico.

IV. NON-COLLUSION-

By signing the proposal, the bidder certifies that there is no collusion, agreements, understanding or planned common course of action, with any other bidder or bidders to limit independent bidding, competition, or in any other way, affect the results of the process.

V. DEFAULT AND REMEDIES-

- A.** Any of the following will constitute cause to declare the Contractor in default:
1. Nonperformance of a contractual requirement; or
 2. A material breach of any term or condition of this Contract.
- B.** If the Contractor breaches any of the terms and conditions of the Contract, the WIC Program will notify the default to the Contractor and the ASG.
- C.** The Contractor shall have the opportunity to cure the default. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- D.** If the default remains after the opportunity to cure, the Government of Puerto Rico shall:
1. Exercise any remedy provided by law or equity.
 2. Terminate the Contract or any portion thereof, including any order issued pursuant to the Contract.
 3. Claim damages.
 4. Preclude the Contractor from future solicitations to the extent permitted by the laws of the Government of Puerto Rico.

VI. LAWS AND REGULATIONS-

All the supplies, goods and services offered and furnished under the Contract must comply with federal and state laws and regulations.

VII. CONFLICT OF TERMS-

In the event of a conflict between the standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions will prevail.

VIII. HOLD HARMLESS-

The Contractor shall release, defend, indemnify and hold harmless the Government of Puerto Rico's, its officers, agents, and/or its employees, from any cause of action arising from the acts or omissions of the Contractor, its employees and/or subcontractors that result in claims for damages, liability, attorneys' fees, for injuries caused to persons, property or monetary loss.

IX. GOVERNING LAW AND VENUE-

This procurement will be ruled and the price agreement construed in accordance with the federal and state 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.

X. AMENDMENTS-

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the ASG. This Contract may be amended by mutual consent of both parties. No alteration or variation of the terms of this Contract will be valid or binding unless made in writing and signed by the parties hereto, and no prior oral understanding or agreement not incorporated herein will be binding on any of the parties hereto.

XI. ASSIGNMENT/SUBCONTRACT-

The Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WIC Program.

XII. NONDISCRIMINATION-

The bidder agrees to abide by the provisions of title VI and title VII of the Civil Rights Act of 1964, 42 USC §2000 (e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No.

11246 , as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disability. The bidder further agrees to furnish information and report to the WIC Program, upon request, for purposes of determining compliance with these statutes.

The bidder agrees to comply with each individual State certification required by the Government of Puerto Rico, if any, as stated in the special terms and conditions. This contract may be canceled if the bidder fails to comply with the provisions of these laws and regulations. The bidder must include this provision in every subcontract relating to purchases and the vendors are bound by the provision.

XIII. FORCE MAJEURE-

In the event of a force majeure, the Contractor shall be required to cooperate with the government disaster agencies to assure the delivery of appropriate quantities of the primary contract brand infant formula to authorized WIC vendors in the affected area(s).

The Government of Puerto Rico reserves the right to cancel the Contract if the Contractor cannot comply with this obligation during a force majeure.

XIV. PROPOSAL PREPARATION COSTS-

The Government of Puerto Rico is not liable for any costs incurred by the bidder in the preparation of the proposal.

XV. CERTIFICATION REGARDING CONFLICT OF INTEREST-

The Contractor must certify that it has not offered or given any gift or compensation prohibited by the laws of the Government of Puerto Rico to any officer or employee of the Department of Health, or the WIC Program, in order to seek favorable treatment or being awarded with this Contract.

XVI. INDEPENDENT CONTRACTOR-

Under this Contract, the manufacturer is an independent contractor and, as such, shall have no authorization, express or tacit to bind the Government of Puerto Rico or the WIC Program to any agreement, settlement, liability or understanding whatsoever with third parties.

XVII. CERTIFICATION REGARDING DEBARMENT-

The Contractor certifies that neither him, nor his principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this request for proposal by any of the departments or administrative agencies of the Government of Puerto Rico.

XVIII. RECORDS ADMINISTRATION-

The Contractor agrees to maintain the books, records, documents and other evidence relevant to the obligations agreed herein or to the rebates offered to the WIC Program as a result of this Contract.

Documentation must be kept for a period of five (5) years after the Contract expiration date, or until the conclusion of any litigation, claim, negotiation, audit or other action that began prior to the expiration term of the Contract.

The Contractor shall maintain all the records that account for payments made by or for costs authorized by this Contract.

XIX. AUDITS-

All records pertaining to this Contract must be accessible for auditing and inspection by the Government of Puerto Rico's and/or their agents. Access shall be allowed during normal business hours and by prior appointment.

The records might also be subject to auditing, at any time and upon reasonable notice, by the U.S. Department of Agriculture, the Comptroller General of the United States, or their agents or representatives.

SPECIAL TERMS AND CONDITIONS

1. CONTRACTOR'S REPRESENTATIVE-

A. The Contractor must provide the name, address, and telephone number of the company's representative. The Contractor's representative will be responsible for the compliance and the fulfillment of the contractual obligations.

The Contractor shall notify the WIC Program, five (5) working days in advance, of any change on the person acting as the company's representative for this Contract.

- B. The WIC Program will provide to the Contractor the name, address, and telephone number of the Infant Formula Rebate Contract Administrator. The WIC Program's Contract Administrator is the sole point of contact in all Contract-related matters.

2. SINGLE SUPPLIER REBATE SOLICITATION AND CONTRACT-

- A. The bidder will specify on **Attachment V** the product name and offer a per unit rebate for each unit size and physical form of the milk-based infant formula specified on the bid sheet that applies to the bid (7 CFR 246.16a). The milk-based infant formula will be the primary contract brand infant formula available to WIC participants under the Contract resulting from this Formal Bid.
- B. The milk-based infant formula for which a rebate is offered in response to this Formal Bid must meet the following specifications:
- 1) Milk-based iron fortified infant formula containing lactose that is not an exempt infant formula, suitable for routine issuance to the majority of generally healthy, full-term infants. The iron fortified infant formula must be nutritionally complete, not requiring the addition of any ingredients other than water, prior to being served in a liquid state. It must contain at least 10 milligrams of iron per liter at standard dilution and supply 67 kilocalories per 100 milliliters at standard dilution.
 - 2) The milk-based infant formula must meet the definition of an infant formula as stated in section 201(z) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321(z)), the requirements for an infant formula under section 412 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a), and the regulations at 21 CFR parts 106 and 107.
 - 3) The milk-based iron fortified infant formula will satisfy all requirements under 7 CFR 246.10(e)(B)(iii).
 - 4) The milk-based iron fortified infant formula must be available in liquid concentrate, powdered concentrate and ready-to-feed.
- D. The bidder agrees to supply and pay a per unit rebate on all infant formulas it manufactures, and the State chooses to issue, with the exception of those meeting the definition of exempt infant formula. This includes all physical forms and packaging sizes used by the WIC Program's participants.
- E. The rebate offered for each physical form of milk-based formula will be used to determine the percent discount for that physical form.

- F. If the bidder does not manufacture a soy-based infant formula, the bidder agrees to subcontract with a soy-based infant formula manufacturer to supply a soy-based product that is available in liquid concentrate, powdered concentrate and ready-to-feed. The bidder agrees to pay a rebate per unit on the subcontracted soy-based infant formula as described in paragraph D.

3. USE OF CONTRACT BRAND INFANT FORMULA-

The WIC Program must issue contract brand infant formulas in accordance with 7 CFR 246.16a(c)(9).

The Program may also decide that some contract brand infant formulas will not be used under no circumstance in accordance with the regulations contained in 7 CFR 246.10(d)(2)(ii).

4. CONTRACTOR REGISTRATION AND CERTIFICATIONS-

In accordance with 7 CFR 246.10(g) and 7 CFR 246.16a(j)(2), the bidders shall certify on **Attachment III**, that the company is registered with the Secretary of Health and Human Services under the Federal Food, Drug and Cosmetic Act, U.S.C. §321 et.seq.

The bidders shall also certify with the State's Health Department that their formulas comply with the Federal Food, Drug, and Cosmetic Act and regulations issued pursuant to the Act.

5. CONTRACT BRAND INFANT FORMULA AVAILABILITY-

- A. Beginning on January 1st 2023, the contract brand infant formula will be fully distributed throughout the island. Full distribution means that the formula is readily available for WIC authorized retail vendors.

The Contractor shall manufacture and supply the contract brand infant formula to serve all the WIC infant participants in the Government of Puerto Rico.

6. WHOLESALE NOTIFICATION-

- A. By December 1st, 2022, the Contractor must have had notified wholesale supplies of the award of the contract and that the contract effective date shall be January 1st, 2023.
- B. Copy of the notice to the distributors must be furnished and approved by the WIC Program prior to its dissemination.

7. PRODUCT CHANGES-

- A. The Contractor must give written notice to the ASG and the WIC Program, at least three (3) months in advance, of the changes in the formulation of any of the contract brand infant formulas.
- B. The Contractor must give written notice to the ASG and the WIC Program, at least three (3) months in advance, of the changes in any of the contract brand infant formulas packaging, size, weight and/or labels. The Contractor shall provide mock-up labels with the notice.
- C. The WIC Program agrees to maintain the confidentiality of any information regarding product, label or packaging changes before being publicly release.
- D. The Contractor shall be cooperative with the WIC Program's efforts to disclose any contract brand infant formula product changes to the WIC clinics, to the WIC participants, to the WIC authorized retail vendors and/or to the medical community.
- E. The Contractor will provide a rebate that yields the same net cost per ounce for the replacement formula, in the event that any of the primary contract brand infant formula changes, whether because the production of the primary contract brand infant formula will be discontinued, or due to a product reformulation, or because it will be produced in a different unit size or packaging. If the primary brand contract infant formula is replaced, the manufacturer must pay a rebate that yields the same net cost per ounce as the original formula.

8. Escalation Clause-

- A. The Contractor shall provide, within 90 days, written notification to the ASG and the WIC Program of any change in the wholesale price list published for Puerto Rico. Notification shall be provided prior to the notification to the Contractor's other customers. The notice of the changes in the wholesale price list published for Puerto Rico will include the effective date and the price change for all products meeting the contract brand infant formula definition.
- B. Effective after the bid opening and throughout the term of the Contract, any increase or decrease in the wholesale price list must be notified 90 days in advance of the change in price. Any increase or decrease published for Puerto Rico will be matched cent-by-cent in the rebate per unit and implemented the first day of the month in which the wholesale price list published for Puerto Rico changes. This applies to all products meeting the contract brand infant formula definition.
- C. Effective after the bid opening and throughout the term of the Contract, any change in packaging, size or otherwise, must be notified 90 days in advance of the change in price. Any increase or decrease published for Puerto Rico will be matched cent-

by-cent in the rebate per unit and implemented the first day of the month in which the wholesale price list published for Puerto Rico changes. This applies to all products meeting the contract brand infant formula definition.

9. FAILURE TO SUPPLY SUFFICIENT QUANTITIES DUE TO SHORTAGE OR RECALL – PURSUANT TO SECTION 17(h)(8)(L)

- A. In the event of a shortage or recall of infant formula products, the Contractor must immediately notify to the WIC Program of the inability to supply any contract brand infant formula.
- B. In case of a shortage, supply chain disruption as declared by USDA, or a recall, PRWIC will first issue, and the Contractor agrees to pay a rebate on, all contract Brand infant formulas in the manufacturer's product line in any physical form and/or unit size. At the discretion of State agency, PRWIC will issue, and the Contractor shall pay a rebate that yields the same net cost per ounce as the primary contract brand formula for non-contract, alternate FDA approved infant formulas in any available physical form and/or unit size.

10. REBATE AMOUNT DISPUTES OR ERRORS-

- A. All the disputes or errors regarding rebates amounts must be settled before the close out of the fiscal year when the dispute or the alleged error occurs.
- B. The Contractor will notify the WIC Program within ninety (90) calendar days any dispute or error regarding the rebates. The notice shall specify the nature of the dispute or the alleged error. Failure of the Contractor to notify the WIC Program within the period set herein shall constitute a waiver of the claim.
- C. The WIC Program shall notify the Contractor of any error in the rebates calculation within ninety (90) calendar days, or immediately upon detecting such error. The notice shall specify the error. The WIC Program is committed to resolve the errors promptly.
- D. The Contractor does not have the right to offset (payment reduction from rebate amount) in the event of a dispute, an error or any other reason. Rebate payments shall not be interrupted or reduced pending the resolution of a dispute.
- E. The WIC Program agrees to validate the amount corresponding to the rebates retained by, and to work together with the Contractor to determine the most beneficial method of repayment if a refund is due to the Contractor.
- F. If the WIC Program and the Contractor cannot reach an agreement over a dispute regarding rebates amounts, the WIC Program or the Contractor may request an independent review of the issue.

11. RECORD RETENTION AND AUDITS-

- A. The Contractor and the WIC Program agree to maintain documentation related to rebates and payments for five (5) years after the expiration, or the termination of the Contract.
- B. The Contractor shall only have access to documentation regarding the monthly issuance and payment of rebates.
- C. The Contractor's records regarding to rebates and payments will be subject to review or audit, at any reasonable time and upon prior notice, by the WIC Program, USDA, the Office of the Inspector General or the Office of the Comptroller General of the United States, or their representatives.
- D. The WIC Program authorized vendor's data, other than vendor's name, address telephone number, web site/e-mail address, store type, and authorization status is confidential under federal and state laws and is not subject to review or disclosure by the Contractor.

12. DEVIATIONS FROM THE SCOPE OF THE CONTRACT-

The Contractor will not approach the WIC Program with any offer that deviates in any manner from the scope of the Contract.

13. DISASTER/SUPPLY INTERRUPTION/CONTINGENCY PLANS-

- A. The Contractor shall provide the WIC Program, within thirty (30) calendar days of the award of the contract, a contingency plan addressing the course of action in the event of a shortage or interruption in the supply of the contract brand infant formula. The plan must describe how the Contractor will ensure that the contract brand infant formula will be available to supply the authorized retail vendors in the event of a shortage, or an interruption in the supplies, or any other circumstance affecting the Contractor's ability to provide the contract brand infant formula through its normal distribution system.
- B. In the event of a natural disaster, the Contractor shall notify the WIC Program, within forty-eight (48) hours, whether or not he will be supplying contract brand infant formula to public or private disaster relief organizations. This will help WIC participants to find contract brand infant formula during a natural disaster, in the event that the WIC Program food delivery system might be interrupted.

14. TRANSITION PLAN-

- A. The Contractor will provide the WIC Program with a transition plan within thirty (30) calendar days of the Contract award. The plan must describe the Contractor's plan to distribute the new contract brand infant formula to the WIC Program's authorized vendors.
- B. **The Contractor shall provide to the State agency the labels or facsimiles of the contract brand formulas chosen as a result of the bid solicitation. The WIC Program will divulge the contract award and the contract brand infant formulas to the local agencies, local clinics and authorized vendors.**

15. COMMUNICATIONS AND ADVERTISEMENT-

- A. The manufacturer shall adhere to FNS's Instruction 800-2 – "WIC Program – Use of WIC Acronym and Logo."
- B. The Contractor shall not issue and/or distribute any communication that links the WIC Program with the contract brand infant formula.
- C. The Contractor shall not advertise or publish in any form or media, information regarding the Contract.
- D. The use of the WIC acronym and logo, including close facsimiles thereof, in total or in part, is reserved for the official use of the WIC Program. The official use is restricted to purposes consistent with WIC Program regulations, FNS instructions and policies; therefore, the Contractor shall not use the WIC Program's logo in its advertising material or as part of its marketing and advertising promotions and campaigns.

16. PERSONAL LIABILITY-

- A. By no means any official, officer, employee or agent of the GPR, Department of Health and/or the WIC Program, ASG or the Bid Board will be held liable or responsible in their personal capacity for any covenant or agreement herein contained whether expressed or tacit, nor for any statement or representation made herein or in any connection with the Formal Bid or the Contract.
- B. By no means any official, employee or agent of the WIC Program will be held in any way liable or responsible for any act or omission regarding this Formal Bid or Contract.

17. INDEMNIFICATION-

The Contractor will defend, indemnify and hold harmless the GPR officials and employees from any claim, suit, liability, judgment and expenses, including attorney fees and other costs of litigation, as a result of the negligent performance of the Contractor, its agents, employees and subcontractors or anyone for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph will not extend to any liability caused by the negligence of the WIC Program, its officials or employees.

18. BREACH, DEFAULT AND TERMINATION-

- A. The Contractor shall be subject to specific performance, or damages and sanctions in the event of a breach of the Contract.
- B. A breach of the terms of the Contract means:
- 1) The Contractor fails to supply the contract brand infant formula, or render the services by the required date or by a later date, as may be agreed to in a written amendment to the Contract signed by the WIC Program.
 - 2) The Contractor breaches any warranty or fails to perform or comply with any term or agreement in the Contract.
 - 3) The Contractor makes any general assignment for the benefit of creditors.
 - 4) The Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
 - 5) The Contractor becomes the subject of any bankruptcy proceeding, insolvency or reorganization, or relief from creditors and/or debtors.
 - 6) The Contractor becomes the subject of any proceeding in which a receiver or trustee, or similar official is being appointed for the Contractor or any of the Contractor's property.
 - 7) The Contractor is determined to be in violation of federal, tribal, state or local laws, statutes, regulations or ordinances, and that such determination, in the sole opinion of the GPR, renders the Contractor unable to perform any aspect of the Contract.
- C. The Contractor may be declared in default for failing to perform a contractual requirement or for a material breach of any term or condition.
- D. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Contractor or of the Contractor's

suppliers or subcontractors, the GPR will be entitled, by written or oral notice, to immediately cancel and/or terminate this Contract in its entirety or in part for breach and/or for default of any of the terms herein and to have all other rights against the Contractor by reason of the Contractor's breach as provided by law.

- E. The Contractor will pay the contracted rebate amount for the contract brand infant formulas or an alternate FDA approved infant formula substituted by the WIC Program in the event of a breach and/or default of the terms herein until such issues are resolved or a new Contract is awarded.
- F. The GPR may terminate for convenience the Contract at any time and for any reason by giving thirty (30) calendar days written termination notice to the Contractor. Charges for termination will not apply unless subsequently agreed upon by both parties. Where termination charges are applicable, the GPR and the Contractor agree to negotiate in good faith and to limit the extent of negotiations to valid documented expenses incurred by the Contractor prior to date of termination. If the parties do not agree to a satisfactory settlement, the matter may be subjected to mediation and/or legal proceedings.
- G. **The GPR may terminate this Contract with thirty (30) calendar day written notice to the other party.**

19. OPPORTUNITY TO CURE DEFAULT-

- A. In the event the Contractor fails to perform a contractual requirement or materially breaches any term or condition, the GPR may issue a written or oral notice of default and provide a period of time in which the Contractor will have the opportunity to cure. Time allotted for the cure will not diminish or eliminate the Contractor's liability for liquidated or other damages. The GPR will not allow the Contractor to cure when not feasible. The GPR may terminate the Contract for nonperformance, breach or default without allowing the opportunity to cure by the Contractor.
- B. If the nonperformance, breach or default remains after the Contractor has been provided the opportunity to cure, the GPR may elect one or more of the following remedies:
 - 1) Exercise any remedy provided by law.
 - 2) Terminate the Contract and any related Contracts or portion thereof.
 - 3) Claim liquidated damages in the amount of actual damages incurred by the WIC Program as the result of the Contractor's failure to perform.

- 4) Suspend the Contractor from receiving future Invitations for Bid.

20. SOVEREING IMMUNITY-

The Government of Puerto Rico's does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with respect to any action based on the Contract.

GENERAL CLAUSES AND CONDITIONS

1. **EXCISE TAXES**: Offers must include any applicable excise taxes or freightage.
2. **STATE TAXES**: Quoted prices shall not include tax charges, since the government purchases are exempt of their payment; however, they must include costs for freight and deliveries.
3. **MAXIMUM PRICES**: The bidder must certify that the price or prices quoted for the foods to be supplied as per request of this invitation for bid, do not exceed the maximum prices in effect, controlled by federal and state agencies.
4. **USDA NONDISCRIMINATION**: The Department of Health and the Contractor agree that in accordance with Federal Civil Rights Law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, religious creed, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the USDA.
5. **PECUNIARY INTEREST**: The bidder certifies and attests that no official or employee of the contracting agency, or any member of his family unit, has any direct or indirect pecuniary interest in this bid. No official or employee of the Government of Puerto Rico and the Department of Health has any interest in the proceeds or benefits of this bid.
6. **VERBAL AGREEMENTS**: No verbal agreement will be part of a bid or a contract, in process or finished, whether carried out by any official of the GPR. It will have no legal effects in any federal or state forums. Every agreement must be in writing, whether it is through an amendment or any other official document that attests the agreement and is dully signed as requested by the regulations in effect.

SUB - ATTACHMENTS

Sub - Attachment 1

Department of Health
WIC Program
Infant Participation Data
Period: December 2021 to May 2022



Department of Health
WIC Program
Infant Participation Data
Period December/2021 to May/2022

Months	December/2021	January/2022	February/2022	March/2022	April/2022	May/2022	Total	Average Monthly
Total Infant Participation	19,410	19,613	19,286	19,336	18,770	18,944	115,359	19,227
Fully Breastfeeding	3,796	3,839	3,850	3,631	3,349	3,370	21,835	3,639
With/Exempt Infant Formula	4,923	4,999	4,895	4,912	5,017	5,090	29,836	4,973
Total Infant Participation excluding fully breastfed & issued exempt infant formula	10,691	10,775	10,541	10,793	10,404	10,484	63,688	10,615

Sub - Attachment 2 Copies of Rebate Rate Change Summary Report

**Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
December, 2021**

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber Good Start Gentle Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Gentle Powder 12.7 oz	03/01/2020		37,749	\$13.95	\$526,598.55
Total Rebate Amount by Formula					\$526,598.55
Gerber Good Start SoothePro Powder 12.4 oz	03/01/2020		15,962	\$13.95	\$222,669.90
Total Rebate Amount by Formula					\$222,669.90
Gerber Good Start Soy Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Concentrate 8.1oz	07/01/2019		0	\$2.78	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Powder 12.9 oz	01/01/2018		499	\$12.59	\$6,282.41
Total Rebate Amount by Formula					\$6,282.41
Gerber Good Start Soy RTF 4/8.45oz (Tetrapack)	07/12/2021	02/28/2022	0	\$6.71	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber GS GentlePro Concentrate 8.1oz	07/01/2019		286	\$2.78	\$795.08
Total Rebate Amount by Formula					\$795.08

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
December, 2021

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber GS GentlePro RTF 4/8.45 oz (Tetrapack)	07/12/2021	02/28/2022	935	\$6.71	\$6,273.85
Total Rebate Amount by Formula					\$6,273.85
Total Rebate Amount for Formula					\$762,619.79

**Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
January, 2022**

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber Good Start Gentle Concentrate 12.1 onz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Gentle Powder 12.7 onz	03/01/2020		32,499	\$13.95	\$453,361.05
Total Rebate Amount by Formula					\$453,361.05
Gerber Good Start SoothePro Powder 12.4 oz	03/01/2020		14,457	\$13.95	\$201,675.15
Total Rebate Amount by Formula					\$201,675.15
Gerber Good Start Soy Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Concentrate 8.1oz	07/01/2019		0	\$2.78	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Powder 12.9 oz	01/01/2018		422	\$12.59	\$5,312.98
Total Rebate Amount by Formula					\$5,312.98
Gerber Good Start Soy RTF 4/8.45oz (Tetrapack)	07/12/2021	02/28/2022	0	\$6.71	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber GS GentlePro Concentrate 8.1oz	07/01/2019		212	\$2.78	\$589.36
Total Rebate Amount by Formula					\$589.36

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
January, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber GS GentlePro RTF 4/8.45 oz (Tetrapack)	07/12/2021	02/28/2022	798	\$6.71	\$5,354.58
Total Rebate Amount by Formula					\$5,354.58
Total Rebate Amount for Formula					\$666,293.12

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
February, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber Good Start Gentle Concentrate 12.1 onz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Gentle Powder 12.7 onz	03/01/2020		32,161	\$13.95	\$448,645.95
Total Rebate Amount by Formula					\$448,645.95
Gerber Good Start SoothePro Powder 12.4 oz	03/01/2020		13,422	\$13.95	\$187,236.90
Total Rebate Amount by Formula					\$187,236.90
Gerber Good Start Soy Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Concentrate 8.1oz	07/01/2019		0	\$2.78	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Powder 12.9 oz	01/01/2018		439	\$12.59	\$5,527.01
Total Rebate Amount by Formula					\$5,527.01
Gerber Good Start Soy RTF 4/8.45oz (Tetrapack)	07/12/2021	02/28/2022	0	\$6.71	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber GS GentlePro Concentrate 8.1oz	07/01/2019		524	\$2.78	\$1,456.72
Total Rebate Amount by Formula					\$1,456.72

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Page 1 of 2

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
February, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber GS GentlePro RTF 4/8.45 oz (Tetrapack)	07/12/2021	02/28/2022	594	\$6.71	\$3,985.74
Total Rebate Amount by Formula					\$3,985.74
Total Rebate Amount for Formula					\$646,852.32

**Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
March, 2022**

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber Good Start Gentle Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Gentle Powder 12.7 oz	03/01/2020		38,237	\$13.95	\$533,406.15
Total Rebate Amount by Formula					\$533,406.15
Gerber Good Start SoothePro Powder 12.4 oz	03/01/2020		17,154	\$13.95	\$239,298.30
Total Rebate Amount by Formula					\$239,298.30
Gerber Good Start Soy Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Concentrate 8.1oz	07/01/2019		0	\$2.78	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Powder 12.9 oz	01/01/2018		392	\$12.59	\$4,935.28
Total Rebate Amount by Formula					\$4,935.28
Gerber Good Start Soy RTF 4/8.45oz (Tetrapack)	03/01/2022		0	\$7.74	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber GS GentlePro Concentrate 8.1oz	07/01/2019		674	\$2.78	\$1,873.72
Total Rebate Amount by Formula					\$1,873.72

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
March, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber GS GentlePro RTF 4/8.45 oz (Tetrapack)	03/01/2022		690	\$7.74	\$5,340.60
Total Rebate Amount by Formula					\$5,340.60
Total Rebate Amount for Formula					\$784,854.05

**Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
April, 2022**

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber Good Start Gentle Concentrate 12.1 onz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Gentle Powder 12.7 onz	03/01/2020		33,528	\$13.95	\$467,715.60
Total Rebate Amount by Formula					\$467,715.60
Gerber Good Start SoothePro Powder 12.4 oz	03/01/2020		15,461	\$13.95	\$215,680.95
Total Rebate Amount by Formula					\$215,680.95
Gerber Good Start Soy Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Concentrate 8.1oz	07/01/2019		0	\$2.78	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Powder 12.9 oz	01/01/2018		457	\$12.59	\$5,753.63
Total Rebate Amount by Formula					\$5,753.63
Gerber Good Start Soy RTF 4/8.45oz (Tetrapack)	03/01/2022		0	\$7.74	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber GS GentlePro Concentrate 8.1oz	07/01/2019		450	\$2.78	\$1,251.00
Total Rebate Amount by Formula					\$1,251.00

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
April, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber GS GentlePro RTF 4/8.45 oz (Tetrapack)	03/01/2022		731	\$7.74	\$5,657.94
Total Rebate Amount by Formula					\$5,657.94
Total Rebate Amount for Formula					\$696,059.12

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
May, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber Good Start Gentle Concentrate 12.1 onz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Gentle Powder 12.7 onz	03/01/2020		34,327	\$13.95	\$478,861.65
Total Rebate Amount by Formula					\$478,861.65
Gerber Good Start SoothePro Powder 12.4 oz	03/01/2020		16,381	\$13.95	\$228,514.95
Total Rebate Amount by Formula					\$228,514.95
Gerber Good Start Soy Concentrate 12.1 oz	01/01/2018		0	\$4.31	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber Good Start Soy Concentrate 8.1oz	07/01/2019		55	\$2.78	\$152.90
Total Rebate Amount by Formula					\$152.90
Gerber Good Start Soy Powder 12.9 oz	01/01/2018		388	\$12.59	\$4,884.92
Total Rebate Amount by Formula					\$4,884.92
Gerber Good Start Soy RTF 4/8.45oz (Tetrapack)	03/01/2022		0	\$7.74	\$0.00
Total Rebate Amount by Formula					\$0.00
Gerber GS GentlePro Concentrate 8.1oz	07/01/2019		550	\$2.78	\$1,529.00
Total Rebate Amount by Formula					\$1,529.00

Puerto Rico Department of Health
WIC Program
Rebate Rate Change Summary Report
May, 2022

Product Description	<u>Rebate Rate Effective Dates</u>		Units	Rebate Rate	Rebate Amount
	Rebate from Date	Rebate to Date			
Gerber GS GentlePro RTF 4/8.45 oz (Tetrapack)	03/01/2022		546	\$7.74	\$4,226.04
Total Rebate Amount by Formula					\$4,226.04
Total Rebate Amount for Formula					\$718,169.46

Sub - Attachment 3

Infant Formula Rebate Invoice Example

STATE WIC PROGRAM

Redemption Month: _____

UPC DESCRIPTION	REDEEMED	REBATE AMOUNT	INVOICE AMOUNT
21-026 Advance Concentrate – 13 oz	24	4.32	\$103.68
21-025 Advance Powder – 12.4 oz	6,519	13.75	\$89,636.25
21-027 Advance RTF- 32 oz	24	1,825	\$43.80
21-040 Milk Based PWD – 22 oz	44	19,2479	\$846.91
21-072 Sensitive PWD - 12.3 oz	527	14.3004	\$7,536.31
21-039 Sensitive RTF – 32 oz	19	2.15	\$40.85
21-038 Sensitive Conc – 13 oz	160	4.3165	\$690.64
21-037 Sensitive PWD – 12.6 oz	5,426	13.7304	\$74,501.15
21-036 Sensitive RTF – 32 oz	24	1.66	\$39.84
21-082 Comfort PWD – 12.6 oz	164	14,2359	\$2,334.69
Total \$			\$175,774.12

Infants Served During Month:

Breastfed	589
Supplemented with Formula	166
Formula Fed	1,869
Total	2,624

I certify that the above information is true and correct to the best of my knowledge.
Payment is due within ____ days of invoice postmark date.

State Department of Health

Send Rebate Invoice to:

Attn:

Attn: