Master Agreement Number # 0000000000000000000056283

for
WIC INFANT FORMULA REBATE
between
the State of Kansas
and
Abbott Laboratories Inc

This Master Agreement is entered into by the **State of Kansas** ("Lead State") and the following contractor (each a "Party" and collectively the "Parties") as a result of **Solicitation Number EVT0009507** (the "RFP") for the purpose of providing WIC Infant Formula Rebates through the NASPO ValuePoint cooperative purchasing program:

Abbott Laboratories Inc ("Contractor")
3300 Stelzer Rd
Columbus, OH 43219
Vendor ID: 0000028914 (specific to Kansas)
FEIN: On File

MASTER AGREEMENT CONTACTS.

Contractor's contact for this Master Agreement is:

Kori Stenzel
Contract Manager
Kori.stenzel@abbott.com
(614) 624-5816

Lead State's contact for this Master Agreement is:

Bonnie L. Edwards
Deputy Director
Bonnie.edwards@ks.gov
(785) 296-3125

TERM. This Master Agreement is effective as of the date of the last signature below or **January 29, 2025**, whichever is later, and will terminate on **January 28, 2030,** unless terminated sooner or extended or renewed in accordance with the terms set forth herein. The contract term is for five years with no renewal options.

ATTACHMENTS. This Master Agreement includes the following attachments:

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
Attachment B: Scope of Work
Attachment C: Abbott Contracted Rebate Pricing

ORDER OF PRECEDENCE

While the attachments above are listed in alphabetical order, the Order of Precedence is listed below:

1. All Applicable WIC Federal and State Statutes and Regulations including all requirements contained within Attachment B Scope of Work;
2. A Participating Entity's Participating Addendum ("PA");
3. NASPO ValuePoint Master Agreement Terms and Conditions;
4. A Purchase Order, Task Order, or Project Specifications issued against the Master Agreement;
5. The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
6. Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

Master Agreement Number # 000000000000000000000056283 for
WIC INFANT FORMULA REBATE

Between the **State of Kansas** and
Abbott Laboratories Inc

SIGNATURE. The undersigned for each Party represent and warrants that this Master Agreement is a valid and legal agreement binding on the Party and enforceable in accordance with the Master Agreement's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Master Agreement and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Master Agreement.

CONTRACTOR:

Kori Stenzel
Signature

Kori Stenzel
Printed Name

Sr. Manager, Abbott
Title

9/12/24
Date

LEAD STATE:

[illegible]
Signature

Todd HERMAN
Printed Name

Director of Purchases
Title

9.12.24
Date

ATTACHMENT A
NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1. **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
2. **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
3. **Embedded Software** means one or more software applications which permanently reside on a computing device.
4. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
5. **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
6. **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
7. **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
8. **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
9. **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
10. **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
11. **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
12. **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
13. **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

1. **Initial Term.** The initial term of this Master Agreement is for five (5) years. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
2. **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
3. **Amendment Term.** The term of the Master Agreement may be amended past the initial term for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.
4. **Service / Maintenance Agreements.** Unless a shorter period is specified in the applicable Participating Addendum, an Order for a multiyear purchase, service, or maintenance may have a performance period up to five (5) years past the then-current termination date of this Master Agreement.

III. Order of Precedence

1. **Order.** Any Order placed under this Master Agreement will consist of the following documents:
   a) All Applicable WIC Federal and State Statutes and Regulations including all requirements contained within Attachment B Scope of Work;
   b) A Participating Entity's Participating Addendum ("PA");
   c) NASPO ValuePoint Master Agreement Terms and Conditions;
   d) A Purchase Order, Task Order, or Project Specifications issued against the Master Agreement;
   e) The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
   f) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
2. **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
3. **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

1. **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
2. **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration

and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

3. **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
4. **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
5. **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
6. **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
7. **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
8. **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
9. **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
10. **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the

quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

1. **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
2. **NASPO ValuePoint Summary and Detailed Usage Reports**
   a) **Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all rebates under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
   b) **Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
   c) **Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
   d) **Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

e) **Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

3. **NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**
   a) **Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract.
   b) **Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
   c) **Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
   d) **Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
   e) **Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
4. **Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
5. **Reserved.**
6. **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.
7. **NASPO ValuePoint eMarketPlace - Reserved**

VI. Reserved

VII. Reserved.

VIII. Reserved

IX. Reserved

X. Reserved

XI. Reserved

XII. Indemnification

1. **General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
2. **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
    a) The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
        i. provided by the Contractor or the Contractor's subsidiaries or affiliates;
        ii. specified by the Contractor to work with the Product;
        iii. reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
        iv. reasonably expected to be used in combination with the Product.
    b) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

c) The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

d) Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

1. **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
2. **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
3. **Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
    a) Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;
    b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
4. **Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
5. **Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
6. **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
7. **Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
8. **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

1. **Records Administration and Audit**
    a) The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
    b) Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
    c) The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.
2. **Confidentiality, Non-Disclosure, and Injunctive Relief**
    a) **Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
        i. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").
        ii. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.
        iii. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
    b) **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential

Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

i. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

ii. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

iii. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

iv. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

c) **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d) **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

e) **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

f) **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

3. **Assignment/Subcontracts**

a) Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b) The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

4. **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
5. **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
6. **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
7. **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
8. **Defaults and Remedies**
    a) The occurrence of any of the following events will be an event of default under this Master Agreement:
        i. Nonperformance of contractual requirements;
        ii. A material breach of any term or condition of this Master Agreement;
        iii. Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
        iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
        v. Any default specified in another section of this Master Agreement.

    b) Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c) If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
   i. Any remedy provided by law;
   ii. Termination of this Master Agreement and any related Contracts or portions thereof;
   iii. Assessment of liquidated damages as provided in this Master Agreement;
   iv. Suspension of Contractor from being able to respond to future bid solicitations;
   v. Suspension of Contractor's performance; and
   vi. Withholding of payment until the default is remedied.

d) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

9. **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

10. **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

11. **No Waiver of Sovereign Immunity**

   a) In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

   b) This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

12. **Governing Law and Venue**
    a) The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
    b) Unless otherwise specified in the IFB, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
    c) If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.
13. **Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
14. **Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

ATTACHMENT B
SCOPE OF WORK

I. Definitions

1. **Breastfeeding** - The practice of feeding a mother's breastmilk to her Infant(s) on the average of at least once a day. 7 CFR § 246.2.

2. **Contract Brand Infant Formula (or Brand)** - All Infant Formulas (except Exempt Infant Formulas) produced by the manufacturer awarded the Infant Formula cost containment contract. If a State agency elects to solicit separate bids for milk-based and soy-based Infant Formulas, all Infant Formulas issued under each contract are considered the Contract Brand Infant Formula (see 7 CFR § 246.16a(c)(1)(ii)). For example, all of the milk-based Infant Formulas issued by a State agency that are produced by the manufacturer that was awarded the milk-based contract are considered Contract Brand Infant Formulas. Similarly, all of the soy-based Infant Formulas issued by a State agency that are produced by the manufacturer that was awarded Contract Brand Infant Formula means all Infant Formulas (except Exempt Infant Formulas) produced by the manufacturer awarded the Infant Formula cost containment contract.

3. **Electronic Benefits Transfer (EBT)** – A method that permits electronic access to WIC food benefits using a card or other access device. 7 CFR § 246.2.

4. **Emergency Period** – A period during which there exists (1) a public health emergency declared by the U.S. Secretary of Agriculture; (2) a presidentially declared major disaster; or (3) a presidentially declared emergency. 42 U.S.C. § 1786(r)(3).

5. **Exempt Infant Formula** - An Infant Formula that meets the requirements for an Exempt Infant Formula under § 412(h) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a(h)) and the regulations at 21 CFR Parts 106 and 107. 7 CFR § 246.2.

6. **First Date to Use** - The first date on which the Food Instrument or cash-value voucher may be used to obtain supplemental foods. 7 CFR § 246.12.

7. **Fiscal Year** - Means the period of twelve (12) calendar months beginning October 1 of any calendar year and ending September 30 of the following calendar year.

8. **Food Instrument** - Voucher, check, Electronic Benefits Transfer Card (EBT), coupon, or other document which is used to obtain supplemental foods. 7 CFR § 246.2

9. **Individual with Disabilities** - Any person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. 42 U.S.C. § 12102, 7 CFR § 246.2, and 7 CFR § 15b.3.

10. **Infants** - Any persons under one year of age. 7 CFR § 246.2. m.

11. **Infant Formula** - A food that meets the definition of an Infant Formula in §201(z) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 321(z)) and that meets the requirements for an Infant Formula under §412 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 350a) and the regulations in 21 CFR Parts 106 and 107. 7 CFR § 246.2.

12. **Milk-Based Contract Infant Formula** - Means all milk-based infant formulas (except exempt infant formulas) produced by the manufacturer awarded this rebate contract. This includes lactose reduced and protein modified formulas.

13. **NASPO WIC Alliance** – Includes the following States/Territories/Tribal Nations/Tribal Indian Organizations, Alaska, American Samoa, Arizona, Commonwealth of the Northern Mariana Islands (CNMI), Delaware, District of Columbia, Guam, Hawaii, Idaho, Inter Tribal Council of Arizona (ITCA), Inter-Tribal Council of Nevada (ITCN), Kansas, Maryland, Montana, Navajo Nation, Nevada, Oregon, Osage Nation, Pueblo of Isleta, Utah, U.S. Virgin Islands, Washington, West Virginia, and Wyoming

14. **Net Price** - The difference between an Infant Formula manufacturer's lowest national wholesale price per unit for a full truckload of Infant Formula and the Rebate amount offered or provided per unit by the manufacturer under an Infant Formula cost containment contract. 7 CFR § 246.2.

15. **Non-Contract Brand Infant Formula** - All Infant Formula, including Exempt Infant Formula, not covered by an Infant Formula cost containment contract awarded by the States under this IFB. 7 CFR § 246.2.

16. **Participating Entity** - means a state, or another entity authorized to enter into a Participating Addendum, that executes a Participating Addendum with a Contractor.

17. **Percent Discount** - Means the percent discount is the "rebate per unit" divided by the "wholesale truckload price" as displayed on Bid Price Sheets, A percent

discount is established for each physical form of the Primary Contract Infant Formulas. The percentage discount must be calculated by dividing the rebate for the primary contract 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. The percent discount is then applied to the bidder's milk-based contract infant formulas and/or soy-based contract infant formulas (except exempt infant formulas) by physical form to establish the rebate amount for each of the bidder's products.

18. **Primary Contract Brand Infant Formula** - Means the milk-based infant formula and/or the soy-based infant formula for which a bid was submitted and a contract awarded. There is one primary milk-based contract infant formula and one primary soy-based contract infant formula under the contract. They are the first choice for issuance to WIC infants.

19. **Rebate** - The amount of money refunded under cost containment procedures to any State agency from the manufacturer of the particular food product as the result of the purchase of the supplemental food with a voucher or other purchase instrument by a participant in each State agency's program. Such Rebates shall be payments made subsequent to the exchange of a Food Instrument for food. 7 CFR § 246.2.

20. **Recall** – Means recall as defined in 21 CFR 7.3(g) or any successor regulation. Recalls may be conducted voluntarily by a manufacturer or may be required by FDA.

21. **Redemption** - A unit of Infant Formula shall be deemed to have been redeemed when a unit issued has been cleared for payment and paid.

22. **Reconstituted Fluid Ounces** – Number of ounces a unit of formula yields when mixed with water according to the mixing instructions found on the container label.

23. **Soy-Based Contract Infant Formula** - means all soy-based infant formulas (except exempt infant formulas) produced by the manufacturer awarded this rebate contract.

24. **State** – Refers to a Participating Entity/NASPO WIC Alliance Member (State/Territory/Tribal Nation/Tribal Indian Organization) among the current members which intends to utilize the Master Agreement.

25. **State Agency** - Means the health department or comparable agency of each State; an Indian tribe, band or group recognized by the Department of the Interior; an intertribal council or group which is an authorized representative of

Indian tribes, bands or groups recognized by the Department of the Interior and which has an ongoing relationship with such tribes, bands or groups for other purposes and has contracted with them to administer the Program; or the appropriate area office of the IHS. 7 CFR § 246.2.

26. **State Alliance** - Two or more State agencies that join together for the purpose of procuring Infant Formula under the Program by soliciting competitive bids for Infant Formula. 7 CFR § 246.2.

27. **Supply Chain Disruption** – Means a shortage of supplemental foods that impedes the redemption of food instruments, as determined by the U.S. Secretary of Agriculture. 42 U.S.C. § 1786(b)(12) and (24).

28. **Total Net Cost Per Month** - Equals the sum of the Offeror's individual Monthly Net Cost for each unit size and physical form of the Offeror Milk-Based and/or Soy-Based Primary Contract Infant Formula as specified in Attachments I Bid Sheet Lowest net cost is based on the manufacturers' lowest national wholesale price per unit for a full truckload on the date of bid submittal and opening.

29. **Type** - When used with respect to Infant Formula, means milk or soy-based. 7 CFR § 246.16a(c)(4).

30. **Unit Size** – Measurement used for issuance of a WIC food type (i.e., formula Brand, form, size) as defined by the assigned category and sub-category.

31. **WIC-Eligible Medical Foods** – Means enteral products that are formulated to provide nutritional support for individuals with a diagnosed medical condition, when the use of conventional foods is precluded, restricted or inadequate. WIC-Eligible Medical Foods may be nutritionally complete or incomplete, but they must serve the purpose of a food, provide a source of calories and one or more nutrients, and be designed for enteral digestion via an oral or tube feeding. WIC-Eligible Medical Foods include many, but not all, products that meet the definition of medical food in section 5(b)(3) of the Orphan Drug Act (21 U.S.C. 360 ee (b)(3)).

32. **WIC Vendor** - A sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores authorized by the State agency to provide authorized supplemental foods to participants under a retail food delivery system. Each store operated by a business entity constitutes a separate vendor and must be authorized separately from other stores operated by the business entity. Each store must have a single, fixed location, except when the authorization of mobile stores is necessary to meet the special needs described in the State agency's State Plan in accordance with 7 CFR § 246.4(a)(14)(xiv). 7 CFR § 246.2.

II. Master Agreement Objectives

1. The purpose of this Contract is to provide a rebate for, iron-fortified, containing at least 10 milligrams of iron per liter at standard dilution, infant milk-based and soy-based formulas in all physical forms (liquid concentrate, powder, and ready-to-feed) in the Contractor's contract brand infant formula product line through the state WIC Program retail distribution system. The infant formula must meet the requirements of 7 C.F.R. § 246.10(e)(1)(iii)-(iv) and 246.10 (e)(2)(iii) and be suitable for the routine issuance to the majority of generally healthy, full-term infants.

III. Contractor Responsibilities and Tasks

1. Contractor must be registered with the Secretary of Health and Human Services under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 301 et seq.)

2. Contractor must certify with the health department that its infant formulas comply with the Federal Food, Drug, and Cosmetic Act and regulations issued pursuant to the Act.

3. Contractor must supply and provide a rebate on all standard infant formulas it produces, and the Participating Entity chooses to issue except for exempt infant formulas.

4. The Contractor shall provide the State with advance written notification of any changes in product price (i.e., any increase or decrease) at least 35 calendar days prior to the effective date of such change(s).

5. The Contractor shall provide the State with advance written notification of any changes in product packaging, size, product labels, product information and/or reformulation of infant formula. This notice shall be provided at least 90 calendar days prior to the effective date of such change(s).

6. Contractor must ensure adequate supplies are available to WIC authorized vendors with adequate time to place and fulfill orders to ensure start-up on January 29, 2025. Contractor shall maintain adequate supply levels of all types and forms of all contract brand Infant formulas to ensure that all WIC authorized vendors can meet the minimum stocking requirements for contract brand infant formulas. In the event of any contract brand infant formula(s) shortages, including but not limited to supply chain disruptions, infant formula recalls, emergencies, and disasters, the manufacturer must allow issuance of, and pay rebates on non-contract brand formula in any available unit size, type, or form authorized by the Food and Drug Administration (FDA), or for which FDA is exercising enforcement

discretion. The Maximum Monthly Allowance (MMA) may be exceeded in the event of a supply chain disruption, emergency, and disaster. The State agency will implement remedies in accordance with applicable waivers and the remedies will remain in effect for the duration of the waivers, unless discontinued earlier by the State agency. The Stage agency will choose to first issue contract brand infant formula in a different product line, size, and/or physical form prior to issuing a non-contract brand infant formula in the event of a supply chain disruption, infant formula recall, emergency, and disaster.

7. In the event of an infant formula shortage in one or more of the participating entities, as determined by USDA under the ABFA (CNA; 42 USC 1786), if and only if such shortage is caused by the fault of the Contractor, the Contractor must allow issuance of, and pay rebates on, non-contract brand formula in any available unit size, type, or form authorized by the Food and Drug Administration (FDA) or for which FDA is exercising enforcement discretion to protect against disruption of WIC participants using WIC benefits. (WIC Policy Memorandum #2022-6) The State agency, at its sole discretion, will obtain USDA waivers and, upon notifying the contractor, immediately implement such waivers.

8. In the event the Contractor introduces an infant formula designed to replace the primary contract infant formula(s) referenced in the contract, the Contractor shall provide such formulas at the same net wholesale cost per fluid ounce cost as the original formula.

9. In the event the Contractor discontinues any of the Primary Contract Infant Formula, the Contractor shall provide a comparable substitute by the same manufacturer at the same percent discount as the original Primary Contract Infant Formula.

10. The rebate for each of the milk-based or soy-based infant formulas shall yield the same percent discount on the wholesale cost as to the rebate for the primary contract brand of infant formula for concentrate, powdered and ready-to-feed infant formulas. Additionally, rebates will apply to any new formulas, excluding exempt formulas, added to the Contractor's product line after initial contract date which yield the same percent discount as the corresponding physical form of the primary contract brand based on the wholesale truckload price in effect at the time the Participating Entity approved for issuance.

IV. Lead State and Participating Entity Responsibilities and Tasks

1. Provide supporting documentation to verify the accuracy of the invoice on a monthly basis. Such documentation will include a comparison of redeemed food benefits issued for the full nutrition benefit (FNB) redeemed food benefits.

2. Validate and correct any overbilling error for the infant formula rebate that occurs.

3. Upon resolution of a rebate invoice dispute, pay any funds to the Contractor within a period not to exceed 45 calendar days. All rebate disputes must be resolved by the close-out of the federal fiscal year in which the dispute occurred.

4. Notify all WIC sites, contracted WIC authorized retail vendors and physicians of the Contractor's brands of allowable infant formulas under this contract to be exclusive infant formulas of the NASPO WIC Alliance program.

5. Not provide Contractor access to:

    a) Any records identifying applicant or participant and/or family members, regardless of the source (7CFR 246.26 (d)(1)(i) and WIC Policy Memorandum #2021-6).
    b) Any information about WIC authorized retail vendors that individually identifies the vendor, except for vendor's name, website, address, email address, store type, telephone number, authorization status, and vendor identification number, as well as "pseudo" and partial Vendor IDs. (7 CFR 246.26 (e) and WIC Policy Memorandum #2021-6).

6. Reserve the rounding up option in order to provide the full nutrition benefit (FNB) when the FNB can only by met by using the rounding up methodology (7 C.F.R.§ 246.10(h)). The State agency may issue ready-to-feed infant formula as outlined in regulations 7 C.F.R. 246.10 (e) (1) (iv) and 246.10 (b) (1) (ii).

7. The Participating Entity could bill the Contractor for rebates on contract infant formula issued to women and children (under Food Package III). Food Package III is reserved for issuance to WIC participants who have a documented qualifying condition that requires the use of a WIC formula (infant formula, exempt infant formula or WIC-eligible nutritional) because the use of conventional foods is precluded, restricted, or inadequate to address their special nutritional needs. Participants who are eligible to receive this food package have one or more qualifying conditions, as determined by a health care professional licensed to write medical prescriptions under state law. The rebate is the same as for infant issuance

8. The Participating Entity will require medical documentation before issuing the following described at 7 C.F.R 246.10 (d) (1):

a) Any non-contract brand infant formula, except as allowed under any applicable waivers;
b) Any infant formula prescribed to an infant, child, or adult who receives Food Package III;
c) Any exempt infant formula, except as allowed under any applicable waivers;
d) Any WIC-eligible nutritional, except as allowed under any applicable waivers;
e) Any authorized supplemental food issued to participants who are eligible, except as allowed under any applicable waivers;
f) Any contract brand infant formula that does not meet the requirements in 7 C.F.R 246.10 (e) (12), except as allowed under any applicable waivers.

9. A Participating Entity, at its sole discretion, may include language in its Participating Addendum to address whether the State entity will allow non-contract brand infant formula to be issued for religious eating patterns without medical documentation (as allowed per regulations).

10. In the event, infant formula is purchased with WIC benefits, and it does not meet the needs of the participant, the participant will return the formula to their local WIC clinic to be destroyed and issued a replacement product and according to the Participating Entity's agency policy outlined in their agency information. (WIC Policy Memorandum #2020- 1).

11. If the Lead State and/or Participating Entities conduct a solicitation subsequent to this cost containment contract which would go into effect after this contract, they will not prescribe any conditions that would void, reduce the savings under or otherwise limit this contract.

V. Scope of Work

1. Rebates paid to Participating Entities under the Master Agreement(s) are limited to Infant Formula purchased under the federally funded WIC Program with USDA, FNS funds.

2. Participating Entities shall make decisions affecting this Contract by consensus.

3. A majority vote will be used if consensus cannot be reached.

4. Contractor shall provide the products offered on Attachment I Bid Proposal and offer a per unit rebate for each unit size and physical form of the Primary Milk-

Based and/or Soy-Based Infant Formula it manufactures that meets the specifications listed.

5. Terms shall not to be negotiated with respect to the following:

   a) Length of the contract;
   b) Contractor requirements;
   c) Rebate amounts that will apply to the Master Agreement and any extension periods; and
   d) The method by which the rebates will be calculated.

6. The Lead State and/or Participating Entities will meet as often as necessary to review the progress and performance of the contract, including any concerns with billing procedures.
   a) Meetings may be conducted via any reasonable format to provide accessibility.

VI. Formula Specifications

1. The New Primary Contract Milk-Based Infant Formula shall have a Rebate which is offered under Solicitation # EVT0009507 and shall meet the following specifications:

   a) The Milk-Based Infant Formula shall 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, as amended (21 U.S.C. 350a), and the regulations at 21 CFR parts 106 and 107.
   b) The Milk-Based Infant Formula shall satisfy all requirements under 7 CFR 246.l0(e)(l)(iii) and 7 CFR 246.10(e)(2)(iii).
   c) The Milk-Based Infant Formula shall contain at least 10 milligrams of iron per liter at standard dilution and supply 67 kilocalories per 100 milliliters (i.e. approximately 20 kilocalories per fluid ounce of infant formula) at standard dilution.
   d) The Milk-Based Infant Formula shall be nutritionally complete not requiring the addition of any ingredients other than water prior to being served in a liquid state.
   e) The Milk-Based Infant Formula shall be available in liquid concentrate, powdered concentrate, and ready-to-feed.

2. The Primary Contract for Soy-Based Infant Formula shall have a Rebate which is offered under Solicitation # EVT0009507 shall meet the following specifications:

a) The Soy-Based Infant Formula shall 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, as amended (21 U.S.C. 350a), and the regulations at 21 CFR parts 106 and 107.
b) The Soy-Based Infant Formula shall satisfy all requirements under 7 CFR 246.l0(e)(l)(iii) and 7 CFR 246.10(e)(2)(iii).
c) The Soy-Based Infant Formula shall contain at least 10 milligrams of iron per liter at standard dilution and supply 67 kilocalories per 100 milliliters (i.e., approximately 20 kilocalories per fluid ounce of infant formula) at standard dilution.
d) The Soy-Based Infant Formula shall be nutritionally complete not requiring the addition of any ingredients other than water prior to being served in a liquid state.
e) The Soy-Based Infant Formula shall be available in liquid concentrate, powdered concentrate, and ready-to-feed.

3. Contractor shall agree to supply and pay a "per unit" Rebate on any new Milk-Based or Soy-Based Infant Formula, excluding exempt formulas, it introduces to the marketplace after the Master Agreement is awarded. Contractor agrees to provide the wholesale price of any new products at the time the product is added to the Master Agreement. The rebate for infant formula added to the Master Agreement after the start date (new and existing) will be calculated using the Wholesale Price of the formula at the time the formula is approved for issuance by the Participating Entity.

4. Within ten (10) business days of Master Agreement Award, the Contractor shall furnish the State of Kansas with a list of their Milk-Based Infant Formulas and/or Soy-Based Infant Formulas that meets the FDA requirements for an infant formula. These formulas shall be included in the Master Agreement. The list shall not include WIC eligible Exempt Infant Formula or WIC-Eligible Medical Foods. The list shall include the Contractor's nationally published best full truckload wholesale price at the time of the Bid opening for each unit size and physical form of infant formula.

5. The Rebate offered for each unit size and physical form of the Primary Milk-Based or Soy--Based Infant Formula, as specified on Attachment I Bid Proposal, shall be converted to a Percent Discount and used to calculate the Rebate for the corresponding physical form of Milk-Based or Soy-Based Contract Infant Formula.

6. The Rebate for each type and form of all other contract brand infant formulas will be calculated by multiplying the percent discount by the manufacturer's lowest national wholesale price per unit, as of the date of the bid opening, for a full truckload of the other contract brand infant formula.

VII. Use of Primary Contract(s) Infant Formula

1. Participating Entities will use the Primary Contract Infant Formula as the first choice of issuance to infants covered by this Master Agreement. Participating Entities are not required to approve or issue the manufacturer's entire product line of Milk-Based or Soy-Based contracted Infant Formula.

2. Participating Entities may only issue non-contract brands of infant formula with medical documentation per 7 C.F.R. 246.16a(c)(8) and 7 C.F.R. 246.10(e)(1)(iii) and according to the Participating Entity's agency policy outlined in their agency information. However, Participating Entities may issue non-contract brand infant formula without medical documentation to meet religious eating patterns as outlined per 7 C.F.R. 246.10(d)(2)(i).

3. Contractor must supply and provide a rebate on all standard infant formulas it produces, and the Participating Entities may choose to approve or issue some, none, or all of the winning Offeror's other infant formula(s) meeting the requirements outlined in 7 C.F.R. 246.16a(c)(8), per 7 C.F.R. 246.16a(c)(9).

4. Participation and usage data provided in the IFB does not necessarily reflect actual issuance and redemption that will occur under the new Contract.

VIII. Contract Infant Formula Availability

1. By December 31, 2024, the Primary Contract Infant Formula shall be in full statewide distribution. Full statewide distribution means the formula is readily available from wholesale suppliers that supply WIC authorized retail vendors for each Participating Entity.

2. The Contractor shall manufacture and make available Primary Contract Infant Formula in sufficient quantity to serve WIC participants of the Participating Entities through their wholesale distribution system.

IX. Wholesaler Notification

1. Within two weeks of the award of this Contract, the Contractor shall contact wholesale suppliers in the geographic service locations of all of the Participating Entities to notify them of the Contract award and the implementation date of the Primary Contract for Infant Formula under the Master Agreement. Participating

Entities will provide lists and/or mailing labels of wholesale suppliers, if requested.

X. Product Changes

1. Contractor shall give the Lead State of Kansas and Participating Entities at least Ninety (90) calendar days advance written notice of planned changes in formulation, product name, reconstituted amount per unit, product packaging including size, weight and/or label, and discontinuation of their Primary Contract Infant Formula and other Infant Formulas in their product line. The Contractor shall provide electronically the product labels showing any changes.

2. Contractor shall notify the Lead State of Kansas and Participating Entities to the plan and execute a communication strategy regarding product changes. Notify the Lead State of Kansas and the Participating Entities when product change information shall be distributed to WIC clinics, authorized retail vendors and/or the medical community.

3. Contractor shall communicate with the Lead State of Kansas and the Participating Entities to provide prorated Rebates (i.e., the same Percent Discounts as remitted for the Primary Contract for Infant Formula) should any of the Milk-Based or Soy-Based Contract Infant Formula be discontinued, reformulated or produced in a different can size, or should any new product be introduced which is designed to take the place of the Milk-Based or Soy-Based Contract Infant Formula. If the Contractor discontinues production of the Primary Contract Infant Formula, it shall provide a rebate that yields the same percent discount for the replacement formula.

XI. Wholesale Price Changes

1. Contractor shall provide written notification to the Lead State of Kansas and Participating Entities regarding any wholesale price changes. An amendment shall be created to memorialize the change. Notification shall be in writing and shall be provided to all customers at the same time that other customers are notified of the change. The notification shall include both the effective date and the amount of the change for all products meeting the Primary Contract Infant Formula definition.

2. Throughout the term of the Master Agreement, any increase or decrease in the wholesale price per unit shall be matched by a cent-for-cent increase or decrease in the Rebate per unit and be applied the first day of the month following the approved wholesale price changes. This applies to all products meeting the Primary Contract Infant Formula definition.

3. Changes in rebate amounts (other than cent-for-cent adjustments) are prohibited for the full term of the Master Agreement, including any Master Agreement extensions, per USDA, FNS regulations.

XII. Failure to Supply Sufficient Quantities

1. Supply problems are defined as incidents when product is not available to wholesalers and chain store distribution centers.

2. A Participating Entity shall notify the Contractor within twenty-four (24) hours of any report that the Milk-Based or Soy-Based Contract Infant Formula is not available or available in an inadequate supply to meet demand through a wholesale supplier in their service location. The Contractor will investigate the alleged supply problem and notify both the Master Agreement manager and the Participating Entity of its findings within forty-eight (48) hours.

3. Contractor shall notify the lead State of Kansas and all Participating Entities immediately of the supply problem. The Master Agreement Administrator shall work with the Contractor to immediately remedy the supply problem through direct shipments of product to affected areas, substitution of another product in the Contractor's product-line, or any other immediate solution approved by the Master Agreement Administrator.

4. If the Contractor is unable to supply sufficient quantities of a contract brand infant formula, Participating Entities shall first issue the same brand of a Contract Infant Formula in a different physical form to address the shortage as long as supply for that form is sufficiently available.

5. Contractor shall maintain adequate supply levels of all types and forms of all contract brand Infant formulas to ensure that all WIC authorized retail vendors can meet the minimum stocking requirements for contract brand infant formulas. In the event of any contract brand infant formula(s) shortages, including but not limited to supply chain disruptions, infant formula recalls, emergencies, and disasters, the manufacturer must allow issuance of, and pay rebates on non-contract brand formula in any available unit size, type, or form authorized by the Food and Drug Administration (FDA), or for which FDA is exercising enforcement discretion. The Maximum Monthly Allowance (MMA) may be exceeded in the event of a supply chain disruption, emergency, and disaster. The Participating Entity will implement remedies in accordance with any applicable waivers and the remedies will remain in effect for the duration of the waivers, unless discontinued earlier by the Participating Entity. The Participating Entity will choose to first issue contract brand infant formula in a different product line, size, and/or physical form prior to issuing a non-contract brand infant formula in the event of a supply chain disruption, infant formula recall, emergency, and disaster.

6. If both the Lead State and Participating Entity are not satisfied with Contractor's remedy proposed in Section XII.c above, Contractor shall pay the contracted rebate amount for alternate FDA approved infant formulas substituted the Participating Entities until the supply problem is resolved.

7. Contractor is not responsible for lack of Milk-Based and/or Soy-Based Contract Infant Formula inventory at the retail level due to the failure of individual retail vendors to order stock from their wholesale supplier at the appropriate levels.

XIII. Monthly Invoices and Documentation

1. Each Participating Entity shall send the Contractor a monthly invoice with supporting documentation. The invoice and documentation shall list the number of units that qualify for a Rebate, the Rebate per unit, and the dollar amount due thirty (30) calendar days from the date of the invoice receipt.

2. The first monthly invoice shall be no earlier than March 15, 2025 reflecting information about Contract Infant Formula that qualified for a Rebate in January 2025.

3. Invoices will continue past the Master Agreement expiration date to account for all Food Instruments (FI) issued during the term of the Master Agreement. This is necessary because FI may be valid to be paid up to ninety (90) days after the issuance date although some Participating Entities use a shortened time period (e.g., 60 days). For example, FI issued the last day of the Master Agreement (January 28, 2025) may be valid to be paid up to ninety (90) days later (April 29, 2025).

4. The monthly invoice shall list the name and address of the person to whom the Rebate payment shall be sent. Descriptions of each Participating Entity's method for determining an actual count of the number of units that qualify for a Rebate are in **Exhibit 1 – State WIC Data.**

5. Participating Entity documentation used to support the monthly invoice shall vary in format due to differences in information systems. A copy of the rebate invoice for November 2023 for each Participating Entity is included in **Exhibit 1 – State WIC Data** of the Solicitation.

6. Participating Entities reserve the right to change the format of the monthly invoice and associated documentation as needed due to system changes.

7. When possible, Participating Entities shall provide an electronic data file to validate the monthly invoice. The minimum information that shall be provide is:

food instrument number, pseudo vendor identification number, food package identification, product name, number of units authorized to purchase, effective date of food instrument, redemption date of food instrument, and redeemed amount. Participating Entities shall work with Contractor regarding available data elements.

XIV. Rebate Payment

1. Contractor shall make Rebate payments directly to each Participating Entity. The Rebate will be calculated using the Rebate per unit in effect on the first day of the month the FI was paid. Rebate payments are due thirty (30) calendar days from the receipt of invoice.

XV. Late Rebate Payment

1. Contractor shall be assessed a penalty for late payments. The penalty will be one (1) percent of the invoiced amount.

XVI. Invoice Disputes or Errors

1. All invoice disputes shall be resolved directly between the Contractor and Participating Entity on a state-by-state basis.

2. All invoice disputes shall be settled by closeout of the federal fiscal year in which the dispute occurs.

3. The Contractor shall notify the Participating Entity of any dispute or believed error within ninety (90) calendar days of receiving the invoice. The notice shall be in writing and shall describe the specific nature of the dispute or believed error. Failure by the Contractor to notify the Participating Entity within the ninety (90) calendar day period shall constitute a waiver and release of any dispute or error.

4. The Participating Entity shall notify the Contractor of any invoice error in the rebate calculation within sixty (60) calendar days of issuing the invoice. The notice shall be in writing and shall describe the specific error. Participating Entities agree to resolve errors promptly.

5. The Contractor shall not withhold or offset (payment reduction from invoiced amount) rebate payments under any circumstances.

6. Participating Entities agree to review and validate invoices. The Participating Entity shall work with the Contractor to determine the best method of repayment if a refund is due the Contractor.

7. If an invoice dispute occurs about which the Participating Entity and Contractor cannot reach agreement, the Participating Entity or Contractor may request an independent review to be conducted by either party.

8. Upon resolution of any billing dispute, the Participating Entity will promptly disburse any funds owed to the appropriate party within its jurisdiction.

XVII. Record Retention and Audits

1. Contractor and the Participating Entities shall maintain documentation relevant to Rebate invoices and payments for six (6) years after the expiration of the Master Agreement.

2. Contractor's records relevant to rebate invoices and payments shall be subject to review or audit, at any reasonable time and upon reasonable notice, by the Lead State, a Participating Entity, a Purchasing Entity, the Kansas Secretary of State, the USDA, Office of the Inspector General, Comptroller General of the United States, or their representatives.

3. Participating Entity FI data used in the calculation of units that qualify for a rebate and working documents and reports used in the preparation of monthly invoices shall be subject to review or audit, at any reasonable time and upon reasonable notice, by the Contractor or their representatives as agreed upon by both parties.

4. Participating Entity data that is confidential under federal, tribal, or state law is not subject to review or audit by the Contractor or their representatives.

XVIII. Deviations From The Scope of The Contract

1. Contractor shall not approach a Participating Entity with any offer that deviates in any manner from the scope of this Contract.

XIX. Disaster/Supply Interruption Contingency Plans

1. Contractor shall provide the Lead State of Kansas with a supply source interruption contingency plan within thirty (30) calendar days of the Contract award. The plan shall include a description of how the Contractor shall ensure Contract Infant Formula shall be available to WIC authorized retail vendors in the event of a supply source interruption or other circumstance that affects the Contractor's ability to provide the Contract Infant Formula through its normal wholesale delivery system.

2. Within twenty-four (24) hours of a disaster, when retail food delivery systems may be interrupted, Participating Entities shall notify the contractor of the disaster if it

is in the geographic areas served by the Participating Entity. Within forty-eight (48) hours of being notified of the disaster and interruption of the retail food delivery system, the Contractor shall notify the Participating Entity whether it has any knowledge as to whether Milk-Based or Soy-Based Primary Contract Infant Formula is being provided to a public or private disaster relief organizations in the geographic area of the disaster and the name of the organizations and their primary contact if known.

3. The Disaster/Supply Interruption Contingency Plan should address how it is incorporating the Supplier requirements from the Access to Baby Formula Act into its business operations.

XX. Infant Formula Sample

1. Contractor shall NOT be required to provide Infant Formula samples to any of the Participating Entities, in accordance with USDA, FNS Guidelines.

XXI. Transition Communication Plan

1. Contractor shall provide the Lead State of Kansas with a transition communication plan within thirty (30) calendar days of contract award. The plan shall include a description of how the new Contractor shall assist Participating Entities with communicating information about the new Master Agreement.

2. Contractor shall make available advertising art/graphics in suitable electronic format to Participating Entities to be used for the development of materials used to communicate information on the new Contract.

3. Participating Entities shall work cooperatively with the Contractor to assure written communication occurs with health care providers, hospitals, and retailers thirty (30) calendar days prior to Contract start date.

4. Food Instruments with a "first day of use" date prior to January 29, 2025 will be rebated under the previous Master Agreement with the State of Oregon, contract # 8327. Food Instruments with a "first day of use" date January 29, 2025 or later shall be rebated under this Master Agreement. Contractors should anticipate a transition period with a change to a Primary Contract Infant Formula. The transition process may vary significantly between Participating Entities. It is probable that for some Participating Entities, the number of cans reflected on rebate invoices in the first few months shall not be reflective of usage through the term of the Master Agreement

XXII. Communication and Advertising

1. Contractor shall not distribute any written communication connecting the WIC Program and the Milk-Based and/or Soy-Based Contract Infant Formula without prior review and written consent by the Lead State of Kansas and Participating Entity(s) in the planned distribution area.

2. Contractor shall not advertise or publish information concerning this Master Agreement in any form or media without prior review and written consent from the Master Agreement Administrator.

3. Participating Entities will work cooperatively with the Contractor to ensure that documents printed and distributed by WIC Programs are accurate.

4. Contractor shall provide timely responses to all inquiries received from participating entities within 48 hours.

5. Participating entities shall provide timely responses to all inquiries received from the Contractor within 48 hours.

6. Use of WIC Service Marks:

   a) Manufacturer acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA per Supplement Food Policy Division (SFPD) Policy Memo 2009-1, dated December 31, 2008 and FNS Instruction 800-2 dated, June 21, 1992.
   b) Manufacturers shall not use these service marks in any manner on its goods or their containers or packaging or on tags or labels affixed thereto. Manufacturer also shall not use the WIC Logo in advertising or other promotional materials (collectively: "advertising").
   c) Manufacturer shall not use the WIC Acronym in advertising in any manner that is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Manufacturer with the WIC Program, or as to the sponsorship or approval of Manufacturer's goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the Participating Entity.
   d) Manufacturer shall include the following statement with any use of the WIC Acronym in advertising: "WIC is a registered service mark of the U.S. Department of Agriculture for USDA's Special Supplemental Nutrition Program for Women, Infants and Children."

XXIII. Confidentiality

1. Contractor may not access any records identifying WIC participants by name and/or address, per 7 CFR 246.26(d). Contractor shall not have access to any information about a vendor that individually identifies the vendor, except for the vendor's name, address, website, email, store type and authorization status per 7 CFR 246.26(e).

XXIV. Full Nutritional Benefit (FNB)

1. The Participating Entities shall issue infant formula in accordance with 7 CFR 246.I0(e)(I) through (e)(3) and (e)(9). In addition, the Participating Entities shall, if necessary, provide the full nutritional benefit (FNB), use the methodology outlined in 7 CFR 246.I0(h) when issuing infant formula. The Participating Entities reserve the right to issue infant formula using this methodology at their discretion.

XXV. Product Recall

1. If there is a recall of any of the Contract Infant Formulas, the Contractor shall immediately notify the Lead State Master Agreement Administrator and one designee for each Participating Entity by telephone or email This notification shall include the following information for the formula being recalled: the name of the specific formula (formulation), the container size(s), the form (powder, liquid concentrate, and/or ready- to-feed), the lot number(s), the expiration date(s), the inventory code(s), the address where the product should be returned, the specific problem or concern with the product, and the name, phone number and email address of the Contractor's employee who is the contact person with respect to the recall. If WIC participants are unable to exchange recalled formula at the store from which it was purchased, The State Agency will accept the recalled formula and issue new benefits to the participant that can be redeemed for an available formula at retail. The State Agency will then seek a rebate on the newly issued formula and work with their contracted manufacture to return the recalled formula. Any timeline requirement for product exchanges may be negotiated by a Participating Entity at the time a Participating Addendum is entered into.

2. In accordance with the Access to Baby Formula Act of 2022, in the event of an infant formula recall, Contractor shall remedy and protect the Participating Entities and its' participants against product disruption by performing under a waiver or modification under 42 U.S.C. section 1786 (s)(1); (A) permitting authorized vendors to exchange or substitute authorized supplemental foods obtained with Food Instruments beyond exchanges for an identical (exact brand and size) food item; (B) waiving any requirement with respect to medical documentation for the issuance of Noncontract Brand Infant Formula, except for

the requirements for participants receiving Food Package III (as defined in section 246.10(e)(3) of title 7, Code of Federal Regulations (as in effect on the date of the enactment of the Access to Baby Formula Act of 2022); (C) waiving the maximum monthly allowance for infant formula; and (D) waiving any additional qualified administrative requirement to address a Supply Chain Disruption, including a supplemental food product recall. The Participating Entity, at its sole discretion, will obtain USDA waivers and, upon notifying the Contractor, immediately implement such waivers. Any timeline requirement for product exchanges may be negotiated by a Participating Entity at the time a Participating Addendum is entered into.

ATTACHMENT C

ABBOTT CONTRACTED REBATE PRICING

The next two pages represent the discount and rebate that is guaranteed for the life of the contract.

WIC Infant Formula Rebate Bid Sheet Template for Separate Bid Solicitations: Milk-based Infant Formula

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

Instructions for the WIC State agency: Please complete all fillable cells in this template highlighted in pink (i.e., cells K8:L16; B27:E27).

Instructions for the Bidder: Please complete all fillable cells in this template highlighted in gray (i.e., cells B8:G16; B28:E28; K27:Q28) and read through the certification statements below. Please provide data to at least 3 decimal places when possible. Once complete, please sign and reference procurement instructions provided in the State agency's bid solicitation.

Physical Form	Product Name	UPC Code	Unit Size (in ounces)	Reconstituted Ounce Per Unit	Lowest Wholesale Full Truckload Price Per Unit	Rebate Bid Per Unit	Infant Age Categories	Number of Reconstituted Ounces Issued per Month Based on Max*		Estimated Average Number of Infants by Form Based on 6 Months Average**		Net Price Per Unit	Percent Rebate	Total Monthly Reconstituted Ounces to Bid	Standardized Number of Units of Infant Formula	Total Cost
								Fully Formula Fed Infants	Partially Breastfed Infants	Fully Formula Fed Infants	Partially Breastfed Infants					
Powdered (milk-based)	Similac Advance	070074559582	12.4	90.0	$17.160	$14.800	0-3 months	870	435	17,777	14,379	$2.360	86.247%	78,098,151	867,757	$2,047,907.071
							4-5 months	960	522	12,408	6,116					
							6-11 months	696	384	50,907	15,213					
Liquid Concentrate (milk-based)	Similac Advance	070074569741	13.0	26.0	$4.690	$4.000	0-3 months	823	388	40	31	$0.690	85.288%	156,586	6,023	$4,155.552
							4-5 months	896	460	23	13					
							6-11 months	630	315	116	38					
Ready-to-Feed (milk-based)	Similac Advance	070074533643	32.0	32.0	$8.800	$1.000	0-3 months	832	384	558	578	$7.800	11.364%	1,457,430	45,545	$355,248.563
							4-5 months	913	474	241	107					
							6-11 months	643	338	669	208					
															Total Monthly Price	$2,407,311.185

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

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

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

Certification:

The bidder hereby certifies that:

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

State Agency Name:		**Manufacturer's Signature:**	Kori Stemple
Manufacturer Name:	Abbott Laboratories Inc.		

CATHERINE LORENTZ
Notary Public, State of Ohio
Commission #: 2024-RE-873662
My Commission Expires 02-12-2029
Catherine Lorentz

WIC Infant Formula Rebate Bid Sheet Template for Separate Bid Solicitations: Soy-based Infant Formula

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

Instructions for the WIC State agency: Please complete all fillable cells in this template highlighted in pink (i.e., cells K36:L44; B55:E55).

Instructions for the Bidder: Please complete all fillable cells in this template highlighted in gray (i.e., cells B36:G44; B56:E56; K55:Q56) and read through the certification statements below. Please provide data to at least 3 decimal places when possible. Once complete, please sign and reference procurement instructions provided in the State agency's bid solicitation.

Physical Form	Product Name	UPC Code	Unit Size (in ounces)	Reconstituted Ounce Per Unit	Lowest Wholesale Full Truckload Price Per Unit	Rebate Bid Per Unit	Infant Age Categories	Number of Reconstituted Ounces Issued per Month Based on Max*		Estimated Average Number of Infants by Form Based on 6 Months Average**		Net Price Per Unit	Percent Rebate	Total Monthly Reconstituted Ounces to Bid	Standardized Number of Units of Infant Formula	Total Cost
								Fully Formula Fed Infants	Partially Breastfed Infants	Fully Formula Fed Infants	Partially Breastfed Infants					
Powdered (soy- based)	Similac Soy Isomil	070074559643	12.4	90.0	$19.060	$14.320	0-3 months	870	435	578	284	$4.740	75.131%	2,799,888	31,110	$147,460.768
							4-5 months	960	522	511	168					
							6-11 months	696	384	2,052	435					
Liquid Concentrate (soy-based)	Similac Soy Isomil	070074569765	13.0	26.0	$5.030	$3.500	0-3 months	823	388	6	5	$1.530	69.583%	38,082	1,465	$2,240.979
							4-5 months	896	460	9	1					
							6-11 months	630	315	34	4					
Ready-to-Feed (soy-based)	Similac Soy Isomil	070074559681	32.0	32.0	$9.610	$1.000	0-3 months	832	384	15	3	$8.610	10.406%	38,163	1,193	$10,268.232
							4-5 months	913	474	5	4					
							6-11 months	643	338	26	4					
															Total Monthly Price	$159,969.979

*Based on WIC Program Regulations (§246.10(e)(9)(Table 1) and §246.16a(c)(5)(i))
**Based on six months of the most recent data available. Excludes infants that are exclusively breastfed or issued exempt infant formula and includes infants that are issued soy-based infant formula

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

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

State Agency Name:		**Manufacturer's Signature:**	Kori Stenzel
Manufacturer Name:	Abbott Laboratories Inc.		

CATHERINE LORENTZ
Notary Public, State of Ohio
Commission #: 2024-RE-873682
My Commission Expires 02-12-2029
Catherine