STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT FOR: WIC INFANT FOODS REBATE PROGRAM

CONTRACT No.: OT905115 EFFECTIVE DATES: 04/01/2015 to 03/31/2018

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905115 that opened on 12/12/14. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions (Revised 10/2013), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to THE OHIO DEPARTMENT OF HEALTH, OHIO WIC, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to $2500.00 using the state of Ohio payment card. Any purchase that exceeds $2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Senthan Mahendrarasa
senthan.mahendrarasa@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Signed: Robert Blair /mm 1/14/15
Robert Blair, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instruction to Bidders". In addition, the State will evaluate the Bids in accordance with WIC Program Regulations. The Bidder will submit its Commercial Wholesale Price per Ounce which shall be the lowest Commercial Wholesale Price per Ounce of each type of all infant food being offered, as documented by the Manufacturer's nationally published Commercial Wholesale Price List, as of the Bid opening date.

Infant Foods Rebate Program

There are two (2) types of infant foods for this Bid: the first type is Fruits and Vegetables (4 oz. containers) and the second type is Meats & Poultry (2.5 oz. containers). On the Bid Price Page, the Bidder shall provide the lowest Commercial wholesale price per ounce for each type of infant food.

Also on the Bid Price Page, the Bidder shall submit a rebate amount per ounce for each of the two (2) types of infant foods: (1. fruit & vegetables; 2. meat & poultry) of WIC eligible infant food products.

The State will subtract the Rebate Amount per Ounce from the lowest Commercial Wholesale Price per Ounce to determine the Net Price per Ounce for each type of infant food.

The Net Price per Ounce for each type of infant food will be multiplied by the Average Total Monthly Ounces redeemed to arrive at the Monthly Net Price for each type of infant food.

The State will use the sum of the Monthly Net Prices for both types of infant food to determine the lowest Bid Price.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder meeting all Bid specifications and requirements listed herein offering the lowest Monthly Net Price for all items by low lot.

CONTRACT RENEWAL: At the sole discretion of the State, any term contract issued pursuant to this bid may be renewed for any number of months not to exceed twelve (12) months. Additional renewals may be achieved by mutual agreement between the State and the Contractor for any number of months, the cumulative total of all renewals shall not exceed thirty-six (36) months.

AUTHORIZED CONTRACT BRAND INFANT FOODS: For purposes of this Contract, any authorized brand of infant foods for which the Bidder submits a rebate Bid will be considered a contract brand infant food. The State WIC Agency provides no guarantee of the quantity of infant foods that will be used under a Contract awarded pursuant to this Bid.

SPECIAL CONTRACT TERMS AND CONDITIONS cont'd

ESCALATOR CLAUSE: Any increase or decrease in the nationally published Commercial Wholesale Price List of a particular category awarded on Contract pursuant to this Bid after the published Bid opening date, or during the term of any pursuant Contract, shall result in a cent-for-cent adjustment in Commercial Wholesale Price Per Ounce of that category to ensure the Net Price Per Ounce of that category is equivalent to the Net Price Per Ounce obtained in this Bid. The adjustment to the Commercial Wholesale Price per Ounce shall be effective for Food Instruments with the first day of use during the month following the month for which the price change was effective. The Office of Procurement Services shall be notified by the Contractor, in writing, at least forty-five (45) calendar days in advance of any change in the Commercial Wholesale Price per Ounce of the infant food. Notification shall consist of a letter to the Office of Procurement Services announcing the price(s) to be changed and shall be accompanied by a copy of the new wholesale price list. In the event that the Contractor fails to provide at least forty-five (45) calendar days' notice of a price increase, the State will determine the effective date of the price adjustment, not to exceed sixty (60) calendar days.

Additionally the Contractor is responsible for reporting any decreases in the Commercial Wholesale Price per Ounce and request a decrease in the same manner as described above. If the Contractor fails to notify the State of any decrease it may result in being deemed as in default of the awarded Contract.

TERMINATION: Any Contract awarded pursuant to this Bid may be terminated by either party upon at least one hundred and eighty (180) days advance written notice to the other party, subject to the following limitations. The Contractor shall not terminate any Contract awarded pursuant to this Bid prior to September 30, 2017. Failure to provide services in accordance with the requirements of any Contract awarded pursuant to this Bid may be cause for immediate termination by the State WIC Agency. In this case, the State WIC Agency agrees to provide at least thirty (30) days written notice to the Contractor to resolve the problem. Satisfactory resolution of the problem shall be determined by the State WIC Agency. In its notice, the State WIC Agency will specify what "satisfactory resolution of the problem" means.

Failure of the State WIC Agency to insist on strict performance on any Contract awarded pursuant to this Bid or to terminate any Contract awarded pursuant to this Bid after giving the Contractor the opportunity to resolve problems does not waive the State WIC Agency's right to insist on subsequent strict performance. In addition, any Contract awarded pursuant to this Bid shall automatically terminate under the circumstances specified in the following paragraph (Liquidated Damages). Notice of written termination must be sent to the State WIC Agency or the Contractor by certified mail, return receipt requested or delivered in person, with proof of delivery.

LIQUIDATED DAMAGES: In the event the Contractor fails or refuses to provide services as agreed in any Contract awarded pursuant to this Bid or terminates any Contract awarded pursuant to this Bid at any time during the term of the Contract or any renewal of the Contract, the Contractor shall pay to the State WIC Agency monthly payments equal to the rebate amount the State WIC Agency would receive to maintain the net price per ounce of contract brand infant food established pursuant to this Bid, as if the Contract were still in effect. The Contractor shall continue to make such payments each month until the date the Contract or renewal to the Contract has been scheduled by the State WIC Agency to expire as provided herein, or until the State WIC Agency has executed a Contract with another Contractor to provide substantially the same services as named in any Contract awarded pursuant to this Bid and the term of such Contract has commenced, whichever is sooner. Payments by the Contractor pursuant to this term shall be made in accordance with Section III, Item D.

Payments by the Contractor shall be liquidated damages and not a penalty, and shall enable the State WIC Agency to continue to provide contract brand infant food to its then-current caseload of WIC participants within the funding amount appropriated to the State WIC Agency for that purpose.

The State WIC Agency shall make its best efforts to mitigate the liquidated damages obligation of the Contractor by securing another Contractor to provide substantially the same services as named in any Contract awarded to this Bid. It is estimated to require three (3) to five (5) months from the date the Contractor ceases provision of services to the date another Contractor commences provision of services. This section does not apply to disputed invoices.

SPECIAL CONTRACT TERMS AND CONDITIONS cont'd

FDA REGISTRATION: Pursuant to the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the Bioterrorism Act) all domestic and foreign facilities that manufacture, process, pack or hold food for human or animal consumption in the United States are required to be registered with the Food & Drug Administration (FDA) no later than December 12, 2003. This registration includes owners, operators, or agents in charge of domestic or foreign facilities that manufacture/process, pack, or hold food for human or animal consumption in the United States. All domestic facilities, whether or not food enters interstate commerce, are required to register. Facilities may complete their registration with the FDA online at: http://www.fda.gov/food/guidanceregulation/foodfacilityregistration/default.htm

The bidder certifies that they or their supplier complies with this requirement.

USE OF WIC LOGO AND NAME:

Manufacturer acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the United States Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA.

Manufacturer 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").

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 Manufacturer's goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the State agency 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 State agency.

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."

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (Roman numeral) V. General Provisions:, Paragraph Q.,):
List names of subcontractors who will be performing work under the Contract.

None _____ _____

_____ _____

_____ _____

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

SPECIFICATIONS AND REQUIREMENTS FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO

I. SCOPE AND CLASSIFICATION

A. Scope

The Federal Government requires states to examine cost containment measures in the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program). The purpose of this Bid is to secure a rebate contract for authorized infant foods (fruits, vegetables, meats, and poultry). The infant foods offered by the Contractor shall be designated to be Ohio's contract brand infant foods, thereby establishing a Sole Source Rebate System.

B. Classification

1. Contractor shall provide rebates for the following:

   All authorized infant foods (fruits & vegetables, meats & poultry) redeemed by WIC retail vendors.

2. Any other infant food produced by the Contractor and authorized by the State WIC Agency during the contract including any extensions shall receive rebate. State agencies may independently determine if new products will be authorized.

II. DEFINITIONS

A. "Alternate Shoppers" are individuals designated by the participants to transact Food Instruments on behalf of the participant.

B. "Contract Brand Infant Foods" means all authorized infant foods as defined by USDA-FNS, (fruits & vegetables, meats & poultry) produced by the manufacturer awarded the infant food cost containment rebate contract.

C. "Food Instruments", checks, vouchers, electronic benefit transfer cards or other documents that may be exchanged/used by a participant or alternate shopper for authorized foods including contract brand infant foods at a WIC retail vendor location.

D. "Participants" are eligible individuals who are receiving Food Instruments under the WIC Program.

E. "Redeemed" means the transacted Food Instrument submitted by the WIC retail vendor for payment.

F. "State WIC Agency" means the Ohio Department of Health.

G. "Valid period" is the duration of time that a Food Instrument may properly be exchanged by a participant for authorized foods.

H. "WIC retail vendors" are authorized by the State WIC Agency to exchange Food Instruments for WIC authorized Foods.

I. "Commercial Wholesale Price Per Ounce" is the Wholesale Price Per Ounce for foods in the category being offered, as documented by the nationally published Commercial Wholesale Price List.

J. "Rebate Amount Per Ounce" is the amount the Bidder is submitting. This amount will be subtracted from the Commercial Wholesale Price Per Ounce to determine the Net Price Per Ounce.

K. "Net Price Per Ounce" is the result of subtracting the Rebate Amount Per Ounce from the Commercial Wholesale Price Per Ounce.

SPECIFICATIONS AND REQUIREMENTS FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO (Cont'd)

III. PROGRAM REQUIREMENTS

A. Infant Food

1. Infant food shall be manufactured under and comply with all applicable provisions of the Federal Food, Drug and Cosmetic Act, as amended, and all regulations promulgated thereunder.

2. Infant fruits and vegetables shall be sold at the retail level in accordance with authorized commercial wholesale pricelist. Ohio's are currently sold in 4oz. containers.

   Not allowed: added sugars, starches (e.g., cereal), salt or meat; added DHA/ARA; or baby food desserts (e.g. peach cobbler or tutti frutti).

3. Infant meat and poultry shall be sold at the retail level in 2.5oz. containers, strained with gravy or broth only.

   Not allowed: added sugars or salt; added DHA/ARA; infant food combinations (e.g. chicken and green beans), or dinners (e.g. spaghetti and meatballs).

4. All varieties must meet current and future USDA regulatory requirements for use in the WIC Program. Please see WIC Final Rule at http://www.fns.usda.gov/sites/default/files/03-04-14_WIC-Food-Packages-Final-Rule.pdf

B. General Program Requirements

1. All products offered as infant food shall be under the same manufacturer/brand name. Co-branding with another manufacturer/brand is allowed.

2. All products offered as infant food shall be under the same manufacturer/brand name.

3. The Contractor will be required to pay a rebate on all authorized contract brand infant food redeemed by WIC retail vendors.

4. Infant foods for rebate specified in this Bid are being bid as brand specific, which signifies that no alternates will be accepted for an award. This is in accordance with the Ohio Administrative Code 123:5-1-10(I).

5. The rebate amount per ounce or the Commercial Wholesale Price per Ounce may be adjusted, if applicable, in accordance with the Escalator Clause of this agreement.

6. Ohio's rebate eligible infant food must be available to all retailers statewide. By the signature affixed to this Bid, the manufacturer guarantees that infant foods are available statewide at the beginning of the contract term.

C. Contract Brand Infant Food Rebate Procedure

1. For the term of any Contract awarded pursuant to this Bid, the Contractor shall, in exchange for single supplier status, rebate monthly, a fixed amount per ounce of Contract brand infant foods calculated by multiplying the rebate amount for that item by the number of ounces redeemed during the valid period by WIC retail vendors.

2. Payments due to the State shall be based on the number of ounces of infant foods redeemed.

3. The rebate amount applied to the infant foods shall be the amount effective during the month of the first day of use of the Food Instrument (i.e. coupons issued on or after the start date of the rebate program).

4. The State WIC Agency shall produce a monthly report specifying the amount of infant foods identified as redeemed and paid in the preceding month through the regular WIC payment system.

5. The State WIC Agency shall also produce a monthly report including the amount of infant foods redeemed through the State WIC Agency exception payment process.

SPECIFICATIONS AND REQUIREMENTS FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO (Cont'd)

6. The State WIC Agency shall submit an invoice based on paragraphs 4 and 5 above and a copy of the reports to the Contractor within forty-five (45) calendar days after the end of the month for which the State WIC Agency is invoicing the Contractor for payment. The invoice shall contain the methodology and all data used to calculate the monthly rebate payment owed by the Contractor.

7. For each Food Instrument that is redeemed during the month for which a rebate is invoiced and that includes Contract brand infant foods, the State WIC Agency shall provide, at the Contractor's request, the following data that will enable the Contractor to verify the invoiced amount:

   a. The Food Instrument ID

   b. The Issue Date of Food Instrument

   c. The Food Instrument Valid Begin Date

   d. The number of ounces redeemed of the Contract brand infant foods

   e. The dollar amount of each Food Instrument redeemed.

8. The Contractor must notify the State WIC Agency of any dispute or error in the invoice within ninety (90) calendar days after receipt of the invoice. If the Contractor does not notify the State WIC Agency of a discrepancy in the invoice within ninety (90) calendar days after receipt of the invoice, the invoice will be determined to be accurate and the Contractor shall waive the right to dispute the invoice.

9. In the event that the invoice submitted to the Contractor for payment is determined by the State WIC Agency to be inaccurate, a revised invoice will be submitted and the Contractor shall pay the State WIC Agency in accordance with Section III, Item D, paragraphs 8 and 10. If the Contractor identifies a discrepancy on the invoice, the State WIC Agency will respond to the Contractor with an answer or an update as to the status of their investigation into the discrepancy within twenty (20) State working days, although final resolution may take longer. All disputes of any invoice during a federal fiscal year must be resolved by the first day of February in the following fiscal year. The Contractor shall not withhold any rebate payments to the State WIC Agency.

10. The Contractor shall pay the State WIC Agency the amount indicated on the invoice specified above within thirty (30) calendar days after receipt of the invoice. Invoice accuracy shall solely be determined by the State WIC Agency, based on appropriate documentation provided by the State WIC Agency.

    Because WIC retail vendors have thirty (30) days to submit Food Instruments for processing after the Food Instrument's valid period, the total exchanges for any given month may include Food Instruments from at least two issue months. In addition, USDA occasionally approves payment of coupons that may be expired at the time of submission. The Contractor agrees that infant foods identified on Food Instruments issued with a first day of use during the term of this Agreement, but not redeemed until after the date of expiration or termination of this Agreement, shall be rebate eligible.

11. The Contractor shall pay rebates on infant foods issued with a first day of use while any Contract issued pursuant to this Bid is in effect and redeemed, even though the Contract may have been terminated or may have expired when the rebate amount is paid.

12. In the event the Contractor has not issued payment to the State within thirty (30) calendar days of receipt of invoice, for any outstanding balance for any month during the Contract term, the Contractor shall be assessed and shall pay, in addition to the outstanding balance due, a penalty equal to one percent (1%) of the outstanding balance.

SPECIFICATIONS AND REQUIREMENTS FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO (Cont'd)

13. Each month as part of the automated WIC Business Intelligence (BI) database process, the State WIC Agency calculates the partial redeemed count and amount for rebated infant food. Rebated items are not combined on WIC coupons with any other products. The steps in the partial redemption calculation are as follows:

    a. Sum the total containers statewide that were contained on the WIC coupons redeemed in the prior month to obtain a total statewide container count. This summary is by item number and month.
    b. Sum the statewide amount paid for all of these items. This summary is by item number and month.
    c. Calculate an average statewide price for the items paid rounded to 4 decimal points. This average is by item number and month.
    d. For each WIC coupon that contained a rebated item and was paid a value greater than zero, calculate the partial redemption item count for the coupon.
    e. This calculation is equal to the count of items issued on the coupon minus the result of amount paid divided by the state average rounded-up.

    Example:
    Containers of infant food issued on the WIC coupon = 7
    Amount State WIC Agency paid on the WIC coupon = $30.00
    State average for this infant food = $6.00
    The formula looks like this with the values added:
    Partial containers = 7 containers issued – Round-up ($30.00 / $6.00)
    This equates to 2 partial containers on this WIC coupon.

    The State WIC Agency writes the value (2) to the obligation record in the WIC Business Intelligence (BI) database process load process in addition to calculating the Partial Dollar Amount it represents. The Partial Dollar Amount is equal to the Partial Count multiplied by the rebate amount. These values are included in the monthly report run for Rebate Partials.

D. State Agency Payment and Contact Information

As applicable, the Contractor shall issue rebate payment checks payable to:

Mailing Address:	Program Contact Person:
Treasurer, State of Ohio c/o Ohio Department of Health Bureau of Nutrition Services P.O. Box 15278 Columbus, OH 43215-0278	Mr. Bob Parker Program Analysis Unit Supervisor Bureau of Nutrition Services Ohio Department of Health 246 N. High Street Columbus, OH 43215 Telephone: 614-728-2877 Fax: 614-564-2470 E-mail: robert.parker@odh.ohio.gov

E. Record Keeping

1. The Contractor shall allow the State WIC Agency, the United States Department of Agriculture's Food and Nutrition Service, the Comptroller General of the United States, or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to any Contract awarded pursuant to this Bid, for the purpose of making audits, examinations, excerpts, or transcriptions.

2. The Contractor shall retain for three and one half (3.5) years, after the final rebate payment is made, all records directly related to any Contract awarded pursuant to this Bid.

3. If any audit, litigation, or other action involving the records is commenced before the end of the retention period specified E. 2. Above, the records must be retained until all issues arising out of the audit, litigation, or action are resolved.

SPECIFICATIONS AND REQUIREMENTS FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO (Cont'd)

I. CONTRACTOR RESPONSIBILITIES

The Contractor shall perform in compliance with the Sections A. through E. of the PROGRAM REQUIREMENTS on pages 7 through 9 above for any Contract awarded pursuant to this Bid.

The Contractor shall guarantee that sufficient quantities of Contract brand infant foods, offered on their Bid Response and awarded on any Contract awarded pursuant to this Bid, to meet State WIC Agencies participant demand, shall be made available for purchase by authorized WIC retail vendors. In the event the Contractor cannot make available the Contract brand infant foods to WIC retail vendors in one or more counties, for more than five (5) consecutive days for instances not covered under force majeure, the Contractor shall pay a rebate, at the same percentage discount under the terms of this Contract, on another brand of similar infant foods issued to participants. Before issuing a non-contract brand infant foods, the State will first provide an alternative Contractor product that meets the authorized food requirements as specified by Federal nutrition requirements.

The Contractor shall provide to the State WIC Agency advance notice of any changes in product packaging size, wholesale price, product labeling including UPC, or product reformulation. The notice shall be provided at least one hundred and twenty (120) calendar days prior to the effective date of such changes.

If the Contractor produces new infant food products or new container sizes that are eligible for the WIC Program, the Contractor will provide that same Commercial Wholesale Price Per Ounce minus Rebate Price Per Ounce (Net Price Per Ounce) for that category.

II. CONFIDENTIALITY

Due to federal confidentiality requirements, the Manufacturer may not have access to actual or copies of food instruments or other client records which identify WIC participants.

States are prohibited from disclosing confidential Vendor information to the Manufacturer.

III. STATE WIC AGENCY'S RESPONSIBILITIES

The State WIC Agency shall perform in compliance with any Contract award pursuant to this Bid.

The State WIC Agency shall make available to the Contractor or the Contractor's designated representative all necessary reports pertaining to the redemption and billing process of the Sole Source Rebate System. The Contractor may have access to the WIC vendor's name, address, email/website, telephone number, store type, and authorized status.

The State WIC Agencies' obligations under any Contract awarded pursuant to this Bid are contingent upon the grant of funds by the federal government, specifically the United States Department of Agriculture and appropriation of funds by each state's legislative body. If each state's legislative body fails at any time to fund the State WIC Agency, any Contract awarded pursuant to this Bid shall terminate on the date the funding expires without further obligation to the State WIC Agency. The State WIC Agency's obligations under any Contract awarded pursuant to this Bid are subject to O.R.C. Section 126.07. Nothing in any Contract awarded pursuant to this Bid shall be construed to alter the State WIC Agencies' exclusive right to determine which brands of infant foods, including those of the Contractor, are USDA authorized WIC Program approved brands for distribution to WIC Program participants in the retail vendor system.

In the performance of their duties under any Contract awarded pursuant to this Bid, the State WIC Agency shall abide by all applicable State and Federal regulations concerning the WIC Program including the regulations developed by the Food and Nutrition Service, United States Department of Agriculture contained in 7 CFR Part 246, and the State WIC Program administrative rules contained in, as they exist now or may be amended.

The State WIC Agency agrees to provide the Contractor with reasonable notification regarding changes to State WIC Program administrative rules which affect the Contractor's obligations under any Contract awarded pursuant to this Bid.

IV. STATE WIC AGENCY AND CONTRACTOR JOINT RESPONSIBILITIES

Both the State WIC Agency and the Contractor shall appoint a representative to assist in the administration of any Contract awarded pursuant to this Bid. All required notices pursuant to any Contract awarded pursuant to this Bid by either party shall be sent to the other party's representative. In the event that either party designates a different representative after the term of any Contract awarded pursuant to this Bid had begun, notice of that individual's name, address, and telephone number shall be furnished to the other party, in writing, within fifteen (15) calendar days after the designation

SPECIFICATIONS AND REQUIREMENTS FOR THE WIC INFANT FOOD REBATE PROGRAM FOR OHIO (Cont'd)

V. BIDDER DOCUMENTATION

Documentation specified below in paragraphs A. through E. should be submitted with the Bidder's Bid Response. If documentation is not submitted with the Bidder's Bid Response, the Office of Procurement Services may request it during Bid evaluation. If not submitted with the Bid, Bidder will have seven (7) calendar days after request to provide the requested documentation. Failure to provide documents requested by the deadline provided may deem the bid not responsive with no further consideration for award.

A. The Bidder shall certify to the state of Ohio that their company is in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the United States Department of Labor regulations.

B. The Bidder shall certify to the state of Ohio that their company is in compliance with all applicable standards, orders, or requirements issued under 33 USC 1368, Executive Order 11738, and 40 CFR Part 32, and any applicable standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. This certification may be Included in the same letter as that specified in Section VIII, Item A.

C. The Bidder shall certify to the state of Ohio that:

1. The rebates offered in this Bid Response have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such rebate with any manufacturer or with any competitor.

2. Unless otherwise required by law, the rebates, which have been offered, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the award directly or indirectly to any other manufacturer or to any competitor.

3. No attempt has been or will be made by the Bidder to induce any other person or firm to submit or not submit a Bid Response for the purpose of restricting competition.

D. Pursuant to the State WIC Agency and Contractor Joint Responsibility clause above, the Bidder should provide a Contractor's Contact with the Bid Response comprised of the name, address, telephone number and eMail address of the company representative who will be the Contractor's contact for any Contract awarded pursuant to this Bid.

E. Bidders should submit their Manufacturer's National Commercial Wholesale Price Lists for each of the two types of infant foods covered by this Bid.

PROCEDURAL NOTES

This solicitation is for infant foods. However, if the State WIC Agency adds more types of infant foods produced by the Contractor to its approved list during the term of the Contract, the Contractor must pay a rebate. To determine the rebate amount, the State will use the per ounce rebate from the Rebate Bid Page and Contractor's published national wholesale price per ounce at the time the infant foods are approved by the State WIC Agency.

During the term of any Contract issued pursuant to this Bid, if the Contractor discontinues the production of the Contract brand infant foods, the Contractor may, in writing to the State WIC Agency, offer a replacement for the infant foods. The Contractor must include in the written offer for the replacement: (1) the reason for the offer, (2) the wholesale price per ounce, (3) the net price per ounce, (4) documentation that the offered product is a USDA approved WIC infant food and meets the Federal WIC definition for infant food, (5) the formulation of the offered product, and (6) an explanation of how the offered product will serve the same population served by the product being replaced.

The State WIC Agency reserves the sole discretion to determine if a product offered by the Contractor is appropriate as a replacement of the Contract brand infant food. To be appropriate, the offered infant food must, at a minimum:

Be a food approved by the United States Department of Agriculture, Food and Nutrition Service to be used as an infant food by meeting the Federal WIC definition for infant food.

Be offered at the same net price per ounce as the Contracted product, and

Be necessary because the manufacturer is discontinuing production of the Contract infant food(s).

If the State WIC Agency adds a new or replacement infant food, the change will take effect within one hundred twenty (120) days of written notification by the State WIC Agency of the addition or replacement.

CONTRACT REBATE PRICE PAGE

BIDDERS SHALL COMPLETE THE FOLLOWING

Contains recycled materials – Y/N: YES if Yes 30 %. (Not be part of the Bid Evaluation).

INFANT FOODS REBATE PRICES

UNSPSC CODE: 50193000

CONTRACTOR: BEECH-NUT NUTRITION COMPANY

A	B	C	D
State Program	**Average Monthly Redeemed (ounces) per Infant ***	**Average Monthly Infant Participation**	**Average Total Monthly Ounces Redeemed**
Ohio WIC	118.61 oz. – Fruits & vegetables	26,647	3,160,601
	57.87 oz. – Meats & Poultry	1,519	87,859

Averages are based on February through July 2014 Participants issued Infant Food.

Monthly Redeemed (ounces) per Infant	Manufacturer Brand Name	Average Total Monthly Ounces Redeemed	Indicate Available Packaging Sizes		Commercial Price Per Ounce in $ USD (In Effect as of the Bid Opening Date)	Rebate Amount Per Ounce in $ USD	Net price per ounce $USD	Monthly Net Price $USD
			2.5 oz.	4 oz.				
Fruits & Vegetables	Beech Nut Classics	3,160,601		X	$0.1450	$0.0652	$0.0798	$252,215.9598
Meats & Poultry	Beech Nut Classics	87,859	X		$0.3400	$0.0554	$0.2846	$25,004.6714
							Sum of All Monthly Net Prices	$277,220,6312

INFANT FOOD VARIETIES OFFERED (See Appendix 1)

CONTRACTOR INDEX

CONTRACTOR TERMS:

0000177319

Beech Nut Nutrition Corporation
One Nutritious Place
Amsterdam, NY 12010

CONTRACTOR'S CONTACT: Steve Foster
Chief Financial Officer

BID CONTRACT NO.: OT905115 (03/31/18)

TERMS: Net 30 Days

DELIVERY: As Offered

Telephone: (518) 839-0300
FAX: (518) 839-0301
E-mail: wic@beechnut.com
sfoster@beechnut.com

APPENDIX 1 – INFANT FOODS VARIETIES OFFERED

Invitation for Bid OT905115

Beech-Nut Nutrition

WIC Infant Foods Rebate Bid Ohio

Bid Price Page

Infant Food Varieties Offered (cont'd)

1. Infant fruits

Beech-Nut Nutrition is respectfully submitting the following Infant Fruits for consideration. All items are sold in 4.0 oz. glass jars. Per the USDA requirements, the items are without added sugars, starches or salt. All products meet the USDA regulatory requirements for use in the WIC program. Kosher certified items are noted as such.

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Single Ingredient					
Beech-Nut	Classics Stage 2 Apples	0 52200 00503 9	4	YES	Apples, water, ascorbic acid
Beech-Nut	Classics Stage 2 Mango	0 52200 01718 5	4		Mangos, water, apricot puree concentrate, lemon juice concentrate
Beech-Nut	Classics Stage 2 Bananas	0 52200 00507 1	4	YES	Bananas, water, lemon juice concentrate
Beech-Nut	Classics Stage 2 Pears	0 52200 00705 1	4	YES	Pear puree concentrate, water, ascorbic acid
Beech-Nut	Classics Stage 2 Peaches	0 52200 00704 4	4		Peach puree concentrate, water, citric acid, ascorbic acid
Combination Ingredient					
Beech-Nut	Classics Stage 2 Apple & Banana	0 52200 00514 9	4		Apples, bananas, water, ascorbic acid, citric acid
Beech-Nut	Classics Stage 2 Apple & Blueberry	0 52200 00549 1	4	YES	Apple puree concentrate, water, blueberries, ascorbic acid
Beech-Nut	Classics Stage 2 Apple & Cherry	0 52200 00501 9	4		Apples, water, cherries, ascorbic acid
Beech-Nut	Classics Stage 2 Apple, Mango & Kiwi	0 52200 00504 4	4		Apple puree concentrate, water, mangos, kiwi, lemon juice concentrate
Beech-Nut	Classics Stage 2 Apple, Pear & Banana	0 52200 00570 1	4		Apples, pear puree, bananas, water, citric acid, ascorbic acid
Beech-Nut	Classics Stage 2 Apricot Pear & Apple	0 52200 00505 7	4	YES	Apricot puree, pear puree concentrate, water, apple puree concentrate, ascorbic acid
Beech-Nut	Classics Stage 2 Banana & Strawberry	0 52200 00513 2	4		Bananas, strawberries, water, lemon juice concentrate
Beech-Nut	Classics Stage 2 Pear and Pineapple	0 52200 00811 9	4		Pear puree concentrate, water, crushed pineapple, ascorbic acid
Beech-Nut	Classics Stage 2 Banana & Mixed Berry	0 52200 00548 1	4		Bananas, apple puree concentrate, water, blueberries, strawberries, citric acid, ascorbic acid
Beech-Nut	Classics Stage 2 Pear and Raspberry	0 52200 00511 8	4		Pear puree concentrate, water, red raspberries, ascorbic acid

APPENDIX 1 (Continued) – INFANT FOODS VARIETIES OFFERED

2. Infant Vegetables

Beech-Nut Nutrition is respectfully submitting the following Infant Vegetables for consideration. All items are sold in 4.0 oz. glass jars. Per the USDA requirements, the items are without added sugars, starches or salt. All products meet the USDA regulatory requirements for use in the WIC program. Kosher certified items are noted as such.

					Single Ingredient
Beech-Nut	Classics Stage 2 Squash	0 52200 00712 9	4	YES	Squash, water
Beech-Nut	Classics Stage 2 Sweet Carrots	0 52200 00714 3	4	YES	Carrots, water
Beech-Nut	Classics Stage 2 Green Beans	0 52200 00715 0	4		Green beans, water
Beech-Nut	Classics Stage 2 Sweet Peas	0 52200 00716 7	4	YES	Peas, water
Beech-Nut	Classics Stage 2 Sweet Corn Casserole	0 52200 00584 3	4	YES	Sweet corn, water, rice flour
Beech-Nut	Classics Stage 2 Sweet Potatoes	0 52200 00589 3	4	YES	Sweet potatoes, water
					Combination Ingredient
Beech-Nut	Classics Stage 2 Corn and Sweet Potato	0 52200 00576 7	4		Corn, sweet potatoes, water
Beech-Nut	Classics Stage 2 Garden Vegetables	0 52200 00604 3	4	YES	Vegetables (peas, green beans, carrots, rehydrated potatoes), water
Beech-Nut	Classics Stage 2 Mixed Vegetables	0 52200 00617 0	4		Vegetables (carrots, green beans, peas) water

3. Infant Meats

Beech-Nut Nutrition is respectfully submitting the following Infant Meats for consideration. All items are sold in 2.5 oz. glass jars. Per the USDA requirements,the items are without added sugars or salt. All products meet the USDA regulatory requirements for use in the WIC program.

Classics Stage 1 Beef & Beef Broth	0 52200 00797 6	2.5		Beef, Beef Broth
Classics Stage 1 Chicken & Chicken Broth	0 52200 00795 2	2.5		Finely ground chicken, chicken broth
Classics Stage 1 Turkey & Turkey Broth	0 52200 00792 1	2.5		Finely ground turkey, turkey broth