

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



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Vision: To be the **Healthiest State** in the Nation

**Addendum #5
DOH19-008
WIC Soy-Based Formula Rebate**

DATE: September 12, 2019
TO: Prospective Vendors
FROM: **Sonja German-Jones**, Procurement Officer
Department of Health, Purchasing
SUBJECT: Addendum 5 to DOH19-008, WIC Soy-Based Formula Rebate

This addendum serves as notice of the Responses to Questions received pursuant to section 2.8, Questions: Please see the Department’s response to questions received by the due date outlined in Section 2.5. Timeline, below:

Questions and Answers
ITB DOH19-008
WIC SOY Based Infant Formula Rebates

#	Question	Response
1	Section 1.2, Background– Page 3. “After the participants have used their benefit, the Department’s data system calculates the number of cans of milk-based infant formula purchased by brand and physical form. This total is submitted to the Provider with an invoice, who then issues a rebate to the Department.” Please confirm that invoices will be based on the actual number of cans that participants have redeemed.	The Soy Based ITB states "After the participants have used their benefit, the Department's data system calculates the number of cans of soy-based infant formula purchased by brand and physical form." State confirms invoices will be based on actual number of cans redeemed.

2	Section 2.4, Renewal– Page 7. As stated, this contract may be renewed on a yearly basis for no more than three years beyond the initial contract, or for the term of the original contract, whichever is longer. Such renewals shall be contingent upon satisfactory performance as determined by the Department. Please confirm the terms of the extensions. We strongly urge the state to require mutual agreement between the State and the Provider for each extension. Please amend this section to require mutual agreement.	The Department is not willing to allow for extensions to be upon mutual agreement.
3	Section 2.5, Timeline– Page 8. Questions Submitted in Writing. a. In case there is a delay in answering Respondent's question, will the State confirm that an equivalent number of days will be added to the submission due date?	No.
4	Section 2.5, Timeline– Page 8. Sealed Bids Due and Opened a. Please confirm the following elements only will be read aloud at the bid opening: company name, product brand name, unit size, reconstituted ounces per unit, wholesale price per unit, rebate bid per unit, net cost per unit, percent rebate, and total monthly net cost	Page One of the Bid Price Sheet will be read aloud.
5	b. Please specify the bid delivery address for hand delivered submissions.	Please see Section 2.5 Timeline
6	c. Please specify the bid delivery address for FedEx submissions.	Please see Section 2.5 Timeline
7	d. Kindly provide the location and room number of the bid opening.	Please see Section 2.5 Timeline
8	e. Is the State able to provide a dial in number?	No, a dial in number will not be provided.
9	f. Please confirm that Sonja German-Jones, E-mail: sonja.german@flhealth.gov is the person who will provide written confirmation of bid receipt?	The Department does not provide written or verbal confirmation of bid receipts.
10	i. If Sonja German-Jones is not the correct individual, please specify how a Respondent can receive written confirmation of bid receipt.	See Response #9
11	Section 2.6, Addenda – Page 9. What document takes precedence if there is a discrepancy between what is reflected in the ITB, Addenda and Q&A responses?	The terms of the Addenda control

12	<p>6. Section 2.12, Clarification Process– Page 10. “The Department may request clarification from the Respondent to resolve ambiguities or questioning information (i.e. minor irregularities) presented in its Bid. Clarifications may be requested throughout this procurement process. The Respondent’s answers to requested clarifications must be in writing and must address only the information requested. The Respondent’s answers to requested clarifications must be submitted to the Department within the time specified by the Department.”</p> <p>a. Under what circumstances will the State require clarifications from the Respondents?</p>	<p>If the Department needs to resolve any ambiguity or need further clarification on the information provided in the Respondent's Bid.</p>
13	<p>b. Please confirm any material clarifications will be incorporated into the actual contract documents.</p>	<p>Yes, it will be included in the awarded Respondent's contract document.</p>
14	<p>c. Also confirm that all Respondents will be notified of the clarifications requested and explained.</p>	<p>No, all Respondents will not be notified.</p>
15	<p>Section 3.6, Prior Experience and Contract Dispute Reporting Form – Page 13.</p> <p>a. Attachment C, Prior Experience and Contract Dispute Reporting Form has not been attached to this ITB. Will the State please provide this form?</p>	<p>Please see Addendum #4</p>
16	<p>b. Also, please confirm that completion of this form is sufficient to meet this requirement and that a written statement is not required if there are no contract disputes</p>	<p>Yes, completion of the Prior Experience and Contract Drafting form will meet this requirement.</p>
17	<p>Section 3.8, Responsive and Responsible (Mandatory Requirements) – Page 13. Would the State consider providing a complete checklist of documents and information that must be submitted for a responsible and responsive bid?</p>	<p>No.</p>
18	<p>Section 3.8.7 – Page 14. Please confirm the only Wholesale Prices needed is for products being bid?</p>	<p>Yes, the only wholesale prices needed are for the products being bid.</p>
19	<p>Section 3.10, Licenses/Certifications – Page 14. Please confirm that signing the Department’s WIC Infant Formula Rebate Bid Price Sheet (Attachment B) satisfies the requirement that the bidder registered with the U.S. Food and Drug Administration (FDA).</p>	<p>Yes, signing Attachment B satisfies this requirement.</p>

20	Section 4.12, Records and Documentation – Page 17. Please confirm the retention period will apply to the State as well as the successful Responder.	Yes, the retention period applies to the State and the successful Respondent.
21	Section 4.14, Purchase of Non-Contract Formula – Page 17. a. Please provide the latest 6 months issuance by brand, size, and unit for all contract, exempt, and non-contract non-exempt infant formulas.	See Addendum #4 , Revised Attachment J
22	b. Please confirm that the State does not intend to change its policy over the length of the upcoming contract, in regard to issuance of milk or soy based non-contract infant formula (different brands).	Program does not currently intend to change policy, but cannot guarantee policy will not change.
23	c. Please provide the number of infants receiving non-contract or exempt infant formulas in order to meet religious eating patterns.	This information is not tracked by the Department.
24	d. Please provide the State`s formulary and Minimum Stocking Requirements	See Addendum #4 for the State's currently approved formulas (Attachment K - WIC Approved Formulas and WIC Eligible Nutritional) State's current minimum stocking requirements for infant formula: Enfamil Infant 12 12.5 oz. cans; Enfamil Gentlease 6 12.4 oz. cans; Gerber Good Start Soy 6 12.9 oz cans
25	Attachment A, Scope of service, Section A1, Complete Infant Formula – Page 20. a. Please confirm that the State is aware that the USDA has made a correction to regulations that provides for non-exempt formulas that are less than 20 kcal fl. /oz. to be provided and rebated through the WIC program with a prescriber's authorization as alternate to the primary contracted infant formulas. Our company produces several non-exempt alternate to the primary contracted formulas that are ~19 kcal/fl. oz. that are widely used and rebated in states where we hold the contract.	State is aware of WIC Policy Memorandum #2014-1 Changes to Abbott Infant Formula Product Line.
26	b. Should Abbott be the successful Respondent on this contract, please confirm that the alternate to the primary infant formulas would be allowable and utilized ahead of non-contract non-exempt formulas produced by other manufacturers.	All Respondents must adhere to the terms of this solicitation. Attachment A, Scope of Service, Section A. 1. states "All infant formulas must contain at least 10 milligrams of iron per liter of infant formula at standard dilution that supplies 67 kilocalories per 100 milliliters (i.e., approximately 20 kilocalories per fluid ounce of infant formula at standard dilution)." The State will not allow 19 kcal/fl. oz formulas.

27	Attachment A, Scope of service, Section A4b, Product Information – Page 20. We request the State to agree to a 90 days notification period from the manufacturer in the event that any changes are planned in labels, container sizes, or formulation of infant formulas. A 90 days notification is the standard with other WIC contracts and retailers.	See Addendum # 4
28	Attachment A, Scope of service, Section A8, Termination for Failure to Supply – Page 21. a. Please confirm authorized vendors are responsible for maintaining adequate stock of authorized infant formulas. The manufacturer is responsible for fulfilling orders from retailers through its established distribution network.	Attachment A, Scope of Services, Section A8, Termination for Failure to Supply, page 21 states: " If the Provider is unable to supply contract brand infant formula, the Provider agrees to pay the contracted rebate amount for non-contracted, FDA approved milk-based concentrate, powder, and ready-to-feed infant formulas (not to exceed the established usage rate of the contract infant formula)issued through the Department until the contract infant formula can be supplied." The provider is responsible for supplying contract brand infant formula in the quantities ordered by WIC approved retail vendors.
29	b. Please confirm that in the event of a shortage of supplies, the State will first utilize a different physical form and then an alternate rebate eligible brand of the winning manufacturer's product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers	Attachment A, Scope of Services, section A. 8. addresses Provider's responsibilities for failure to supply. The state does not agree to first utilize a different physical form and then an alternate rebate eligible brand of the winning manufacturer's product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers.
30	c. Please clarify how the State determines the average retail price.	The Department's determination is based on actual retail price of redeemed product.
31	d. How many times annually does the State perform pricing surveys of infant formula?	The Department does not perform pricing surveys of infant formula.
32	e. Does the State perform compliance buys to confirm that WIC authorized retailers are only allowing the purchase of the formula listed on the Food Instrument?	No.
33	f. If the State is not currently performing these compliance buys, we urge the State to begin. Please confirm the State will perform compliance buys over the course of the upcoming contract	No.

34	g. How many vendors have been sanctioned over the course of the current contract for allowing the purchase of a formula not specified on the Food Instrument?	None.
35	h. Does the State authorize vendors doing more than 50% of their sales via the WIC program?	Yes.
36	i. Please provide what percentage of contracted formula is redeemed at over 50% vendors.	Vendor redemption information is confidential pursuant to 7 CFR 246.26 (e).
37	j. Please provide the percentage of dollars reimbursed for the most recent four quarters to over 50% vendors (for rebated infant formula).	No.
38	k. Please provide a list of all over 50% vendors.	No.
39	l. Please provide the WIC vendors' minimum stocking requirements.	See Response # 24.
40	m. What are the top 5 retail chains within the State?	Vendor redemption information is confidential pursuant to 7 CFR 246.26 (e).
41	Attachment A, Scope of service, Section A9, Extensions – Page 21. Please confirm that this contract will not go past 6 years even if there is no new Provider 6 months prior to the current contract ending. If not confirmed, please specify that no emergency extensions can surpass 120 days as outlined in the Federal Regulations.	No emergency extension will surpass 120 days.
42	Attachment A, Scope of service, Section A10a, Payment Requirements, Reports – Page 21. a. Please explain how the “not to exceed” amount is calculated?	See Addendum #4
43	b. Also explain how and when the State will change the “not to exceed” amount after there has been a Provider price change.	"Not to exceed" amounts determined based on average of actual sale prices. "Not to exceed" amounts are also adjusted based on price increase notifications from the Provider.

44	Attachment A, Scope of service, Section A10c, Payment Requirements, Installment Payments – Page 22. a. Please strike this requirement. To require a contractor to submit rebate payments prospectively and multiple times each month is highly unusual, highly cumbersome, and undesirable. Please amend this section to require the contractor to submit one rebate payment due within thirty (30) days of receipt of a monthly invoice.	No.
45	b. In order to be a more attractive contract, will the State consider allowing 90 days for invoice payment?	No.
46	c. If the thirtieth day falls on a Sunday or a banking holiday, please confirm payment made the following business day will not constitute a late payment or a penalty.	Please refer to Attachment A, Scope of Service, Section A. 10. c. "If any due date occurs on a Saturday, Sunday, or legal holiday, the rebate payment will be due on the last Business Day <u>preceding</u> the regularly scheduled due date." Payments made the following business day would be late.
47	Attachment A, Scope of service, Section A10h, Payment Requirements, Advance Payments – Page 23. a. Under what circumstance will the State require an advance payment?	Situations such as prolonged government shut-downs or sudden, significant increases in participation that create a need for the state to access food dollars through a rebate advance.
48	b. How many times in the current contract has the State requested for advance payments?	None.
49	Attachment A, Scope of service, Section A10i, Payment Requirements, Payments after the Contract Period – Page 24. Should a contract transition occur, please provide detail as to how the State will manage the transition: a. Will participants entering the WIC clinic on January 15, 2020 receive benefits for January, February and March that include the existing manufacturer's products? Or, will the month of January only be for the current manufacturer's contracted product?	Participants receiving benefits in January will receive the existing manufacturer's products for up to three months (January, February and March).
50	b. Please explain if the State issues benefits on a rolling basis or follows the calendar month.	Rolling basis.
51	c. Please provide any additional details regarding the transition process if a different contract brand formula will be issued under the new contract.	Program has no additional details.

52	d. If there is a change in the Provider, please confirm that the State will contact the authorized vendors to notify them of such change? We request the State Agency to agree to notify the authorized vendors 90 days prior to the start date of the contract to ensure adequate time for vendors to place orders for the new contract formulas?	Yes, the State will notify the authorized vendors if the Provider changes. However, we cannot agree to a specific timeframe for such notification.
53	e. If a calendar benefit period will be used and benefits are prorated during the participant's initial benefit period, please explain how the initial proration affects the total number of cans to be rebated for the participant for the length of time the participant is receiving infant formula benefits. For example, if a participant receives a prorated amount during the first benefit period (i.e. 5 cans powder - 90 oz. reconstituted), will that participant then receive full monthly allotments for the next 12 calendar months	Not applicable. The state does not use a calendar benefit period.
54	Attachment A, Scope of service, Section A10j, Payment Requirements, Disputes – Page 24. a. Please confirm the State will provide vendor redemption data to the Provider when issues of fraud arise.	Information will be provided as described in ITB Section 4.15 page 18.
55	b. Please confirm the State will work with the Provider to provide such data in instances in which rebates have been paid for contracted products based on fraudulent transactions that involve infant formula.	Information will be provided as described in ITB Section 4.15 page 18.
56	c. Please confirm the State agrees to discuss with the Provider appropriate means for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer.	Issues will be addressed in accordance with Attachment A, Scope of Services, Section A. 10. k., l. and m., pages 24 and 25.
57	d. Please confirm the State will partner with the Provider on recovery in instances where fraud has been discovered, and it has been further determined the manufacturer was overbilled for infant formula.	Issues will be addressed in accordance with Attachment A, Scope of Services, Section A. 10. k., l. and m., pages 24 and 25.
58	e. How many vendors have been disqualified due to fraud issues in each of the last three years?	None.
59	f. Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Provider from being able to identify the incorrect billing earlier. If not confirmed, please explain why such a time limit is appropriate.	The State does not confirm. See Attachment A, Scope of Services , Section A. 10. k. and l. pages 24 and 25 of the ITB.

60	g. Please explain the State`s processes to identify and curb fraud and how the state plans to secure the interests of its Provider.	Annual Vendor Compliance Reviews are conducted for Florida WIC vendors. Vendors not meeting compliance requirements are monitored more frequently. State Office staff review social media for sales of WIC eligible foods and formula. Potential fraud cases are referred to the local agencies for follow-up with participants. The state office has a fraud hotline and receives fraud reports from various sources. The state conducts follow-up on each report.
61	Attachment A, Scope of service, Section A10k, Payment Requirements, Notification – Page 24. a. Will the State please confirm that this stipulation is a reciprocal right for the Provider?	Attachment A, Scope of Service, Section A. 10. I. page 24 is not a reciprocal right for the provider.
62	Attachment B, WIC Infant Formula Rebate Bid Price Sheet, EXHIBIT, Price Sheet Instructions, Section 3 – Page 26. a. This section states that the figure used for infants using soy-based contract infant formula will be 77,014 (rounded figure) served per month, based on the average number of participants served during a recent six-month period (September 2018-February 2019)." However, the sum of the infants provided in the bid sheet is 3,448. Please explain the discrepancy and provide a new bid sheet if necessary.	See Addendum #4, Attachment B Revised WIC Infant Formula Rebate Bid Price Sheet
63	b. Please confirm the time period used for the average monthly infants in the bid sheet. The text states September 2018 - February 2019, however the bid sheet states December 1 2018 through May 31 2019. i. If not confirmed, please change all data to reflect the same time period.	December 1, 2018 - May 31, 2019
64	Attachment B, WIC Infant Formula Rebate Bid Price Sheet, EXHIBIT, Price Sheet Instructions, Section 4 – Page 26. a. Please explain whether the rebate per can will be displayed in 3 or 4 decimal points?	See Addendum #4

65	Attachment B, WIC Infant Formula Rebate Bid Price Sheet, EXHIBIT, Price Sheet Instructions, Section 7 – Page 28. a. Please explain whether the State is using a Maximum Monthly or Rounding Up Methodology.	If the total reconstituted amount of single cans does not fall between the full nutrition benefit and the maximum amount allowed, rounding method is used according to regulation 7 CFR 246.10 (h).
66	Attachment G, IDENTICAL TIE CERTIFICATON FORM – Page 34-35. a. Please strike this requirement?	No.
67	b. If not stricken, please define what is meant by net worth?	See section 295.187(4), Florida Statutes.
68	c. If not stricken, please correct the naming of this attachment (Currently labeled Attachment G and Attachment F).	Please see Addendum #4
69	d. Also, is the net worth tied to the bidding entity or parent company?	See section 295.187(4), Florida Statutes.
70	PUR 1000 General Contract Conditions, Section 4b, Price Changes Applicable only to Term Contracts, Best Pricing Offer – Page 3 of 14. a. Please strike this requirement as its not pertinent to this WIC Rebate contract.	No, the language of the PUR1000 must remain as is.
71	PUR 1000 General Contract Conditions, Section 22 and 23, Termination for Cause and Termination for Convenience – Page 8 of 14. a. Will the State please confirm that these stipulations are reciprocal rights for the Provider? a. Will the State please confirm that these stipulations are reciprocal rights for the Provider?	No, these are not reciprocal rights for Provider.
72	b. Please specify the number of days` notice that is required prior to contract termination	See PUR1000.
73	PUR 1000 General Contract Conditions, Section 43, Cooperative Purchasing – Page 14 of 14. a. Please confirm that this contract will only be utilized by the WIC Program.	Yes, this contract will only be used by the WIC Program.
74	Page 3, Section 1.2 – Background – We have the following questions related to the number of infants participating in the State’s WIC Program: a. In the fifth paragraph of this section it states in “May of 2019, approximately 107,854 infants participated in the State’s WIC program.” Please confirm this number represents infants receiving both milk and soy infant formulas.	See Addendum #4

75	b. The most recent participation report released by USDA-FNS shows the State reported a total of 104,126 infants for the month of May. Please explain the discrepancy between these two numbers. Please also provide additional information on the methodology used for counting the total number of infants specified in this ITB and reported to FNS.	See Addendum #4
76	c. The Bid Sheet for milk-based infant formula included 83,058 total infants; the Bid Sheet for soy included 3,448 total infants, for a total of 86,506 total infants receiving contact and non-contract, non-exempt formulas. The Bid Sheet total is 675 fewer infants than the number provided in this ITB (107,854 minus the 20,673 infants exclusively breastfed or receiving exempt formulas or WIC-eligible nutritionals). Please explain this discrepancy and adjust the ITB or the Bid Sheet accordingly	See Addendum #4, Revised Bid Sheet
77	d. We further request DOH provide a table listing monthly issuance to all infants by feeding type (FF and PBF) and age, broken out by contract and non-contract, non-exempt infant formula issuance. Please provide monthly issuance for the period December 2018 through May 2019 (please provide through June if available).	See Response # 21.
78	Page 7, Section 2.4 – Please confirm contract renewals require mutual consent of the Provider (Contractor) and the State (Customer) per paragraph 26 of PUR 1000.	See Response # 2.
79	Page 8, Section 2.5 – Public Opening – It states in this section that “WIC Infant Formula Rebate Bid Price Sheet (Attachment B) will be read aloud.” However, at the pre-bid conference it was suggested the State may only read the names of the bidders. Federal law and regulations require the relevant bid information be publicly opened and read aloud. We strongly urge the State to read aloud all of the information provided by each bidder on the Bid Sheet, including calculated totals. At minimum we request the State confirm it will specifically read aloud the following columns of page 1 of the Bid Sheet: Columns D (Product Name Being Bid); F (Unit Size (in Ounces); G (Reconstituted Ounce per Unit); H (Lowest Wholesale Full Truckload Price per Unit); I (Rebate Bid per Unit); J (Net Cost); and K (Percent Rebate). We further request the State confirm it will read aloud Columns I (Total Monthly Reconstituted Ounces to Bid); J (Total Monthly Units); K (Lowest Wholesale Full Truckload Price per Unit); L (Rebate per Unit); M (Net Cost per Unit); and N (Total Net Cost) and Total Net Cost per Month.	See Response #4.

80	If the State is unwilling to read all of the items above, we request the State explain its rationale for failing to adhere to federal law and regulations. Federal law and regulations supersede paragraph 12 in PUR 1001 (as does the language of the ITB on page 8). If the State is provided guidance by USDA on this issue, we request a copy of such guidance be provided to all bidders prior to the submission of bids.	See Response #4.
81	Please provide a brief summary of the bid protest deadlines, and a summary of how these deadlines apply when the ITB is amended or interpreted through the question and answer process.	See Section 4.17 Protests
82	Is the time for the bid opening correct – 12:30 pm? Would the State consider opening both the milk and soy-based bids at the same time? How soon after the 12:30 am due date for bid submissions will the bids be publicly opened and read aloud? Please confirm the room number for the bid submission and the room number for the public bid opening.	Bids will be opened at the exact time specified in 2.5 Timeline
83	Would the State be willing to provide a dial-in number for the bid opening to accommodate those bidders who are unable to attend in person?	See Response # 8
84	Page 8, Section 2.5 – We request the State agree to provide answers to questions a minimum of 10 business days before the bid due date to allow all bidders the opportunity to meaningfully evaluate and analyse the responses provided by the State. The current schedule provides for this 10-business day period. If there is a delay in providing answers to questions, we request the State adjust the schedule accordingly.	Please see Addendum 4
85	Page 8, Section 2.5 – Would the State consider emailing all bidders when the Intent to Award is posted? What is the process once the Intent to Award is issued? When does the State anticipate executing the final contract?	No, the Vendor Bid System will notify bidders once the Intent is posted. Contract execution process will start after the "Intent to Award" period is complete.
86	Page 9, Section 2.6 – Addenda – Please confirm that only addendum issued that contain a signature line must be signed and returned with the bid package. If not confirmed, how will the state identify which addendum “alters the scope or specifications of the solicitation”? Additionally, where should the signed addenda be placed in the bid package?	Signed addendums are not a requirement of the Department
87	Page 10, Section 2.14 – Contract Formation – Will a separate contract be signed by both parties after an award is made, or will the solicitation documents constitute the contract? How will the contract be executed?	The solicitation document will be incorporated into the Formal Contract and signed by both parties.

88	Page 13, Section 3.6 – Prior Experience and Contract Dispute Reporting Form – Please confirm the State is requesting experience with other State WIC rebate programs, and that bidders must identify three WIC programs with which the bidder has had experience in the last five years.	Yes, confirmed
89	13. Page 13, Section 3.8 – Responsive and Responsible (Mandatory Requirements) – We have the following questions related to this section: a. Please confirm Attachment F (Subcontractors List) is not a mandatory requirement and such form does not have to be submitted with the bid submission.	Attachment F is not a mandatory document.
90	Please confirm this section is a comprehensive list of all the mandatory documents that must be submitted as part of the bid submission. If it is not, we request the State provide bidders with a checklist of all mandatory requirements to ensure responsive and responsible bid submissions.	Section 3.8 of the ITB list all mandatory requirements
91	Please confirm the entire ITB (pages 1-40) does not need to be returned in its entirety with the bid package and that only those forms requiring completion or signature need to be returned in the bid package.	Confirmed
92	Page 14, Section 3.8.7 – This section states bidders must provide “the most current commercial wholesale price list as of the posting date of this ITB.” However, section 3.5.2 on page 12 states the wholesale prices used on the Bid Sheet must be the lowest national wholesale full truckload price per unit at the time of the bid opening. Please amend this section to be consistent with the requirement in section 3.5.2.	See Addendum #4
93	Page 14, Section 3.8.7 – Please confirm the State is requesting the wholesale price list only for the products being bid.	See Response #18.
94	Page 14, Section 3.10 – Please confirm the FDA registration requirement is fully satisfied by signing page one of the Bid Sheet	See Response #19.
95	Page 15, Section 4.4 – Certificate of Authority – Please confirm this certificate needs to be provided only by the winning bidder prior to contract execution and not provided in the bid package.	This certificate is not required with bid submittal/package
96	Page 17, Section 4.13 – Please amend the section heading by deleting “for Breach” and inserting “by Provider” or some other more appropriate section heading.	No.
97	We request the State agree to add an additional Termination for Convenience clause requiring the State to provide a minimum notice of 180 days prior to any termination for convenience.	No.

98	Pages 17-18, Section 4.14 – Purchase of Non-Contract Formula – Please explain what is meant by the statement in the section: “Prescriptions covering more than one child will not be allowed.”	Each child must have an individual prescription.
99	Pages 17-18, Section 4.14 –What percentage (estimate) of participants require a Kosher or Halal infant formula?	This information is unavailable
100	Does Florida WIC currently issue contract infant formulas to children participating in the WIC program? If yes, and rebates are received on these products, how many children have received rebated contract infant formula in each of the last 3-4 months?	Yes. Data separating contract and non-contract category 21 formulas for children is not available. Monthly average number of children issued category 21 formulas for December 1, 2018 through May 31, 2019 was 715.
101	We request the State provide all bidders with a table listing the issuance of all non-contract infant formulas and exempt infant formulas for each of the last 3-4 months. Please provide the number of infants receiving these products and the number of units issued listed by brand, type and form.	See Response #21.
102	Page 18, Section 4.17 – Please confirm all bidders will receive copies of any protests that may be filed with respect to this bid solicitation.	No, all bidders will not receive copies of protest.
103	Page 20, Section A.1. – This section states all infant formulas must contain approximately 20 kilocalories per fluid ounce of formula at standard dilution. We have the following questions related to this paragraph: a. Does the State intend to authorize and issue infant formulas offering only 19 kilocalories per fluid ounce of formula at standard dilution (i.e. infant formulas that do not meet the minimum WIC requirements as specified in Table 4 at 246.10(e)(12)?	See Response #26.
104	b. Please confirm products that only provide 19 kilocalories are not eligible to be the primary contract infant formula for the State’s WIC program.	See Response #26.
105	c. If Florida WIC agrees to authorize infant formula products providing only 19 kcal per serving, what medical indication will be required to support the medical documentation requirements for issuance of such products?	Not Applicable. State does not agree to authorize 19 kcal infant formulas.
106	Page 20, Section A.4.b. – We request this paragraph be amended to require three month’s advance notice rather than four months. Ninety days is the standard period of time required by most other State WIC programs.	See question 28.

107	Page 21, Section 8. – Termination for Failure to Supply – Please confirm the State will work with the Provider if there is a temporary supply issue to address the needs of all Florida WIC infants receiving contract infant formula. Please further confirm the State will consider issuing alternate forms or other contract brands prior to issuing non-contract brands during any period in which there is a temporary supply issue.	See Response #29.
108	Page 21, Section 9. – Extensions – Please amend this section to specify any extension under this provision must be limited to 120 days per federal regulations and FNS WIC Policy Memorandum 94-6.	See Response #41.
109	Page 23, Section 10.d. – Late Payments – Please confirm the phrase “or any portion thereof” in this section means the State will prorate the late payment interest penalty by the number of days the payment is late? For example, if payment is received 3 days late, will the interest be calculated as 10% of the 1% late payment interest penalty? In other words, if the installment payment due is \$350,000 and the Provider is 3 days late on this payment, will the late payment penalty be \$350? We request the State clarify the interest penalty will be prorated. Doing so will encourage prompt payment by the Provider once it has discovered the payment is overdue.	Yes, that is correct.
110	Page 24, Section 10.i. – Payments after the Contract Period – Please amend this section to provide for rebate payments no later than 90 days after the end of the Contract. With the EBT systems in place we do not understand why the Provider would be billed 120 after the end of the Contract. If unwilling to amend this section, please provide a detailed explanation of the payment and redemption process that justifies the need for the 120-day period.	Participants receiving benefits in January will receive the existing manufacturer's products for up to three months (January, February and March). The 120 day period is necessary to close out allow closeout calculations of March benefit redemptions.
111	Page 24, Section 10.j. – Disputes – Please confirm this provision applies to instances in which fraudulent redemptions of contract infant formula has been discovered and confirmed by State or federal authorities, and such fraudulent redemptions resulted in payment of rebates by the Provider for infant formula products not properly purchased and redeemed or not purchased at all by WIC participants	The state confirms.
112	Page 24, Section 10.k. – Notification – We have the following questions related to this paragraph: a. Please confirm these provisions apply only to disputes involving mathematical or other obvious errors on the invoice.	No.

113	b. We urge the State to amend this provision to require 120 days' notice rather than 90 days.	No.
114	c. Please confirm this provision applies to the State as well – i.e., if the State does not notify the Provider of any dispute or error in the rebate invoice within 90 days (or 120 if amended), the State waives its right to receive additional funds resulting from a dispute or under billing error.	No, this requirement does not apply to the State.
115	d. Please confirm the State will only bill the Provider for rebates on containers of infant formula lawfully purchased at authorized retail vendors by WIC participants.	The state bills for rebates on containers of infant formula purchased through a valid Florida EBT transaction at an authorized Florida retail vendor.
116	Page 24, Section 10.I.3) – Has USDA provided recent guidance on this issue? If yes, please provide a copy of such guidance, policy memorandum, or other communication from USDA regarding this issue.	No, the USDA has not provided any recent guidance.
117	Bid Sheet – We have the following questions: a. At the top of page one of the Bid Sheet it states: “Carry all figures to three (3) decimal places,” and the wholesale price per unit and the rebate bid per unit on page one extends three decimal places. However, paragraph 4 on the Exhibit Price Sheet Instructions, states the rebate per can will be displayed to the fourth decimal place. Please confirm the cells on the Bid Sheet are correctly displaying the per can units to the third decimal place. Please also amend the Exhibit to be consistent with the Bid Sheets.	See Response #64.
118	b. Please further confirm the other cells that only extend one decimal place are correctly formatted and displayed (i.e., percent discount, unit size, etc.).	See Response #118 amended Bid Price Sheet. All appropriate cells extend to 3 decimal places.
119	c. The cell width in column B on the second page of the Bid Sheet is not wide enough for the entire name of our products (it only displays 25 characters). Please extend the column width or reduce the font size to allow for the complete product name to be readable on page two of the Bid Sheet.	See Addendum #4 (Revised WIC Infant Formula Rebate Bid Price Sheet)
120	d. Are children receiving contract infant formulas included in the participation totals on the Bid Sheet?	No.
121	e. Please confirm the figures on this Bid Sheet represent the number of infants who were issued infant formula during the specified time-period (i.e., not participants who have redeemed infant formula during this period).	Yes, the Bid Price Sheet does show the number of infants issued contract and non-contract infant formula and does not show participants who have redeemed infant formula.
122	f. Please confirm all infants receiving contract infant formulas, and non-contract infant formulas intended for routine issuance (not exempt) are included on the Bid Sheet.	Yes, the Bid Price Sheet shows the number of infants issued contract and non-contract infant formula. Number does not include infants that are issued only exempt formulas.

123	g. To ensure all infants required to be included on the Bid Sheet are so included, we request the State provide more detailed tables of infant formula issuance and participation. We urge the State to provide detailed issuance tables for each contract formula product currently being supplied to Florida WIC participants. These tables should include the age and feeding category of each participant (as specified on the Bid Sheet), and the monthly average number of infants for the six-month period specified on the Bid Sheet. We request this data be provided in excel format to all bidders.	See Response # 21.
124	Exhibit – Price Sheet Instructions Page 26, paragraph 3, states the “figure used for infants using soy-based contract infant formula will be 77,014 . . . based on the average number of participants served during . . . (September 2018 – February 2019). However, the number of infants included on the Bid Sheet is 3,448. Please amend this section or the Bid Sheet to ensure these participation numbers are correct and the same. We note the timeframe identified on this instruction sheet is different than the timeframe specified on the Bid Sheet.	See Response #62.
125	Page 26, paragraph 4 – Please amend the last sentence in this paragraph by changing “fourth” to “third” as requested above.	See Response #64.
126	Attachment G – Identical Tie Certification Form Page 34 – Preference to Florida Business – Please confirm this preference does not apply to this WIC infant formula rebate contract as it does not involve personal property. Please either remove this preference or confirm all bidders should check the “No” box in this section.	Complete Attachment G-Identical Tie Certification Form as instructed.
127	Page 34 – The additional Tie Breaker Criteria specified on this page does not apply to any of the potential bidders responding to this solicitation. None of the potential bidders meet the definition of a certified veteran business enterprise as defined in section 295.187(4), Florida Statutes. Therefore, please remove this provision from this Attachment. If the State is unwilling to delete this provision, please confirm bidders may write “N/A” on the line requesting the net worth of the business.	No. If none of the criteria listed on Attachment G applies to the affected Bidders, the Department may select a method of its choosing to break the tie.
128	Pages 34-35 – Attachment G – What process will the State use if the bidder responses to this tie breaker document are identical (i.e., this document does not break the tie)? Will the State use a coin toss or some other objective measure to break the tie?	See Answer #127
129	Page 35 – Please correct the heading on this page to “Attachment G” instead of “Attachment F.”	See Addendum #4.

130	Attachment J – List of Six Month Average of Infant Formula Redeemed Page 38 – Please confirm this table lists the number of redeemed infant formula units, not issued infant formula units?	No, it lists the number of issued infant formula units not the number of redeemed.
131	Page 38 – Please confirm the numbers in this table for contract formulas match the numbers included on the invoices for this time period. Please include all invoices for this time period (December 1, 2018 to May 31, 2019).	Example invoices have been provided.
132	PUR 1000 and PUR 1001 We request the State identify or strike all the provisions in these documents that clearly do not apply to this WIC infant formula rebate solicitation.	No.
133	The transition period for a new contract is an important, material provision of this solicitation and the resulting contract. We therefore request the State outline the transition process it will utilize if there is a new supplier of infant formula. We request a response to the following questions: a. Will participants entering the WIC clinic for new or renewed food benefits on or after December 1, 2019 receive food benefits for December, January and February 2020 that include the existing Provider's products, or will only the December and January food benefits cover the existing Provider's products and the February 2020 food benefits will be for the new Provider's products?	See Response #49.
134	b Are participants required to visit the clinic in order to receive additional food benefits? Please provide general information on participant requirements for visiting the clinic during the first year in which an infant receives WIC benefits.	Infant participants are currently required to visit the clinic in order to receive food benefits. Exceptions can be made in emergency situations. The state currently issues benefits without a required clinic visit for some low-risk children if an on-line nutrition education contact is completed, and at the state's discretion this option this could be expanded for other participants.
135	c. Does Florida WIC prorate benefits when a participant visits the clinic or renews benefits in the middle of a month? If the State does prorate benefits, rather than providing benefits on a rolling basis, does the State prorate the first month and provide an additional 3 months' worth of benefits, or an additional 2 months of benefits?	Florida does not prorate benefits.
136	d. What percentage of infants receive three months of benefits at a time? Under what circumstances would a participant receive benefits one month at a time?	Percentage receiving three months of benefits at a time is not available. Circumstances causing benefit issuance for less than three months may include high nutrition risk, foster care, infant

		seeing doctor, breastfeeding follow-ups, weight checks, etc.
137	Approximately how many infants are issued benefits for infant formula, but those benefits are never redeemed? Is there an approximate monthly average for the number or percentage of infants who are issued benefits that are never redeemed?	Florida does not calculate this data.
138	Does the State have the ability to determine whether and how much infant formula benefits are under redeemed, meaning benefits are issued but the fully monthly allotment is not purchased (i.e., redeemed)?	For category 21 formulas, the percentage of cans issued but not redeemed was 5.44% for July 2018 through June 2019.
139	How will the questions and answers will be incorporated and made a part of the final contract resulting from this bid solicitation. Will the response to Bidder's inquiries simply be included as an attachment or addendum and take precedence over all other conflicting provisions in the other solicitation documents?	The questions and answers will be an addendum to the solicitation and will take precedence over conflicting provisions,
140	Approximately when will the State notify authorized WIC retailers if there is a change in Provider for WIC infant formulas? Will the State also notify healthcare providers of a change in Provider?	The state will notify the retail providers and local agencies after contract completion. The local agencies will notify local health care providers.
141	Does Florida WIC authorize any WIC-only stores (above 50% vendors)? If yes, how many of these stores are authorized? What percentage of the WIC food volume is purchased through these stores?	See Response #35-38.
142	What are the top five (5) WIC retailers measured by the percentage of WIC food volume (i.e., redeemed food instruments)?	See Response #40.
143	What are the minimum stocking requirements for each infant formula product expected to be authorized (or currently authorized)? Please provide the minimum stocking requirements for all three forms of formula in each of the two types (milk and soy). Do these requirements vary by retail vendor peer group categories?	See Response #24. All vendors have the same minimum requirements.
144	We have the following questions related to program integrity and fraud – an issue that has been identified by USDA and other states as a serious issue that requires additional effort and attention: a. Please provide a brief overview of the procedures currently in place to prevent fraud, WIC trafficking, or other abuse in the Florida WIC Program.	See Response #60.

145	b. Does the State conduct inventory audits of its authorized retailers directed specifically at infant formula, the highest priced WIC-approved food?	No.
146	c. If inventory audits are conducted, do these audits determine whether infant formula purchased by retailers is only purchased from authored wholesalers and distributors?	Not applicable. State does not conduct infant formula inventory audits.
147	d. Do these audits determine whether purchases of infant formula by retailers match its redemption history (i.e. address trafficking of WIC EBT cards)? For example, would the State's inventory audit identify instances in which a WIC authorized retailer has documentation for 100 units of formula purchased in a month but submitted redemption requests to the State for 2,000 units?	Not applicable. State does not conduct infant formula inventory audits.
148	e. We request the State agree to conduct inventory audits if the State is not currently doing so. Please confirm the State will work cooperatively with the Provider on this issue.	The state does not agree to conduct infant formula inventory audits.
149	f. Separate from current methods for identifying high-risk vendors, other States now utilizing an EBT system having identified routine reports that can be effective in identifying WIC fraud and/or trafficking in WIC Food Instruments. Has the State identified specific reports that can be utilized to detect fraudulent activity?	Yes.
150	g. Please confirm the Department will work with the Provider to produce reports to help detect fraudulent activities.	Vendor redemption information is confidential pursuant to 7 CFR 246.26 (e).
151	h. Please indicate whether there have been documented instances of fraud involving infant formula, or instances in which fraudulent transactions involving authorized WIC retailers have been identified during the last five years. We further request the State agree to notify the Provider when it disqualifies authorized retailers due to fraud-related issues	No instances of fraudulent transactions involving authorized WIC retailers have been identified in the last five years. The state agrees to notify to the extent that federal and state laws allow.
152	i. Please indicate how many authorized retailers have been disqualified for fraud or other serious violations of their vendor agreement in each of the last five years.	None.
153	j. Please confirm the State will reimburse or otherwise credit the Provider if fraud has been discovered, and it has been determined the Provider paid rebates on infant formula never actually purchased by a WIC retailer or participant or was otherwise overbilled for infant formula.	The state does not confirm. If and when the State recoups funds, the manufacturer will be reimbursed accordingly.

154	Please confirm the State will fully cooperate with the Provider when the Provider is conducting an audit and please further confirm the State will comply with all reasonable requests for information necessary to conduct a proper audit. We further request the State agree to discuss with the Provider appropriate contract language for addressing payment issues identified through Provider audits and/or fraud-related issues directly affecting the Provider. Please confirm the State will work with the Provider to address this issue.	Department reporting requirements will be as stated in the ITB, Section 4.15, Page 18 and payment issues will be addressed as stated in Attachment A, Section A. 10. k. , Page 24.
155	Would the State consider limiting authorized products to powder and ready-to-feed forms? Powdered infant formula is more cost-effective and the RTF form is available to those who have issues with water quality.	No.
156	ITB, Section 1.2, page 3 a. The FNS data available currently for May 2019 does not reflect 107,854 infants. Historically, Florida does restate the most recent month of data fairly significantly each time new data is posted to the FNS website. Please explain the details as to why the restatements occur every month.	See Response #75.
157	b. A manufacturer is required to provide rebates on routine formulas, however, for future production planning it is essential to understand what percentage of the infants would not be receiving a rebated formula. Please provide data on infants that are receiving exempt formula for the most recent six month period that data is available.	See Response #21.
158	c. Please indicate what percentage of infants are enrolled in the FL WIC program with incomes higher than 185% of the Federal poverty level.	Unknown. Florida WIC has no verified information about percent of Federal Poverty Level for individual clients determined income eligible based on adjunctive eligibility.
159	d. Please indicate what percentage of infants that are enrolled in the WIC program via adjunctive eligibility (i.e., they demonstrated active participation in SNAP, TANF, Medicaid or CHIP).	82% of infants are adjunctively eligible. Florida WIC does not use CHIP for determining adjunctive eligibility.
160	e. Self-declaration for adjunctive eligibility has been deemed unacceptable by FNS. What steps are performed by clinic staff to determine active participation in other program?	The Florida WIC MIS system is able to query the Department of Children and Families FLORIDA System and the Agency for Health Care Administration FMMIS systems to verify Medicaid, TANF or SNAP current participation. Staff are also able to utilize eligibility notification letters from Medicaid, TANF or SNAP to document current participation.
161	i. Do they contact Medicaid, TANF or SNAP offices to verify current participant status?	Electronically. See Response 160.

162	i. Do they have visibility into the Medicaid, TANF or SNAP system to verify current participant status?	Yes.
163	f. For infants categorized as mostly breastfeeding, please provide the AVERAGE infant formula allotment by baby age.	Up to the max allowed for mostly breastfeeding.
164	g. For infants categorized as some breastfeeding, please provide the AVERAGE infant formula allotment by baby age.	Up to the max allowed for some (minimally) breastfeeding.
165	h. Please provide the percentage of infant formula EBT benefits that were issued to participants but never redeemed in 2018 or the most recent 12 months of available data.	See Response #138.
166	i. Please describe how the State issues infant formula benefits. Does the State issue benefits on a calendar month benefit (1st to last day of month) issuance schedule OR a rolling 30 days based on when the participant comes in for benefits.	Florida uses a rolling 30 day period based on when the participant comes in for benefits.
167	i. If a calendar benefit period will be used and benefits are prorated during the participant's initial benefit period, please explain how the initial proration affects the total number of cans to be rebated for the participant for the length of time the participant is receiving infant formula benefits. For example, if a participant receives a prorated amount during the first benefit period (i.e. 5 cans powder - 90 oz reconstituted) will that participant then receive full monthly allotments for the next 12 calendar months?	Not applicable. The state does not use a calendar benefit period.
168	j. Does the State authorize vendors doing more than 50% of their sales via the WIC program? i. If so, how many WIC-only (above 50% vendors) are currently authorized?	See Response #35-38.
169	ITB, Section 2.4, page 7 – Please confirm that the renewals will be upon mutual agreement as stated in Section 26 of the PUR 1000 document.	See Response #2.

170	<p>ITB, Section 2.5, page 8 a. We appreciate the State's willingness to respond to the bidders' written questions and inquiries. Timing between answers and bid submission is important and necessary to allow bidders enough time to prepare a bid proposal that is responsive and reflective of the responses provided by the State.</p> <p>i. Because of the amount of analysis and approvals required for a contract of this size, please confirm the State will allow at least 10 business days between the day responses to questions are published and the bid due/opening date.</p>	<p>Confirm. The State will allow at least 10 business days between the day responses to questions are published and the bid due/opening date.</p>
171	<p>i i. If answers are not provided 10 business days prior to the scheduled bid due date, please revise the bid due date to be at least 10 business days after answers are posted.</p>	<p>See Response #171</p>
172	<p>iii. Please confirm that if the bid due date is changed, the State will issue an Addenda advising potential bidders of the new bid due date.</p>	<p>Yes, if the bid due date is changed an Addenda will be issued by the Department.</p>
173	<p>b. Please provide a call-in number where bidders can call in and listen to the public bid opening.</p>	<p>See Response #8.</p>
174	<p>c. Please confirm that manufacturer, product name being bid, unit size, reconstituted ounces per unit, lowest wholesale full truckload price per unit, rebate bid per unit, net cost, percent rebate (from page 1), total net cost, and total net cost per month (from page 2) will be read aloud for each respective bidder during the public opening.</p>	<p>See Response #4.</p>
175	<p>d. Please describe the method for securing the sealed bids between the bid due time and the bid opening time.</p>	<p>Bids are kept in a locked bid room until bid opening.</p>
176	<p>ITB, Section 2.6, page 9 – Please confirm if all addenda are required to be signed and returned with a bid proposal. a. If all addenda are not required, will the state identify which addenda are</p>	<p>See Response #86.</p>

	required to be signed and returned within the addendum when issued?	
177	ITB, Section 2.9, page 9 a. What is the anticipated date that the official award will be published?	To be announced via an addendum.
178	b. Please confirm all bidders will be notified of the award via email.	No, The Vendor Bid System will notify bidders.
179	c. If not confirmed, please advise how all bidders will be notified of the award.	See Response #179
180	ITB, Section 3.8.7, page 14 a. Please advise if the bidder's entire price list is required or just the soy-based products that are bid.	See Response #18.
181	b. Please confirm the required effective date of the price list – as of the date of the bid opening or as of the posting date of the ITB.	See Response #92.
182	ITB, Section 4.14, page 17 - What percentage of the infants are currently receiving non-contract routine infant formula?	See Response #21.
183	ITB, Section 4.15, page 18 a. Please confirm that the Contractor will be allowed to audit the records and policies and procedures relevant to the infant formula rebate process.	Provider will have the right to audit as stated in the ITB, Section 4.15.

184	b. Please confirm that documents and/or information regarding policies, procedures and operations of the State's WIC Program and infant formula monthly issuance allotments by brand and can size, infant age category and feeding method will be provided based on the State's open records law.	Information will be available as stated in the ITB, Section 4.15. Federal WIC confidentiality requirements will be followed.
185	c. Please confirm that redacted food instruments including infant age in months and feeding method type will be made available to the Contractor upon request for the purpose of verifying that appropriate issuance is maintained.	Information will be available as stated in the ITB, Section 4.15. Florida does not use food instruments, so information will be in the form of EBT transaction reports with the names of WIC participants deleted.
186	d. If not confirmed, please describe what process is in place for the Contractor to validate issuance/redemption and program compliance.	Information will be available as stated in the ITB, Section 4.15.
187	ITB, Section 4.17, page 18 - In the event of a protest, please confirm that all bidders will be made aware via email or posted on the Florida Vendor Bid system.	See Response #102
188	Attachment A, page 20 – The document has a statement at the top that says the Provider “must complete the following”. Does this statement mean a provider must provide information in their bid to demonstrate they meet the requirements listed or does the signed bid submission fulfill this requirement?	Your signature on the Title Page attest that you meet the scope of services indicated in Attachment A.
189	a. If documentation in the bid is required, please provide more details as to what a bidder would need to provide in a bid proposal to meet the requirements.	See Response #188
190	Attachment A, Section A.4.b, page 20 - Changes detailed in this section can be confidential and might be considered trade secrets. It would be a disadvantage to the contractor to provide this information 120 calendar days prior to a change. a. Please revise the time period listed in the ITB for advance notification from four month's to 90 days, or the same time notification is provided to the Contractor's customers.	See Response #27.
191	b. If not revised, please describe the procedure the State will follow to ensure they keep trade secrets confidential.	See Response #27.

192	c. If not revised, please confirm that the notification is for the primary infant formula brand only.	See Response #27.
193	d. If not confirmed, please confirm that notifications are only required for contract brands as these are the only products that will be covered by this contract.	See Response #27.
194	Attachment A, Section A.8, page 21 - Please confirm that the State would substitute an appropriate alternate brand/form of the Contractor's product line prior to issuing a non-contract brand. a. If not confirmed, please list all of the reasons why the state will not substitute an appropriate alternate brand/form of the contracted infant formula prior to issuing a non-contract brand.	See Response #29.
195	Attachment A, Section 9, page 21 – This section is labeled Extensions, is the State referring to the possible renewals as described in section 2.4 or is the extension mentioned here something separate? a. If separate, please provide more details as to the length of term for the extension.	Attachment A, Section 9, page 21, Extensions is not referring to the possible renewals described in Section 2.4. An extension would be for a maximum of 120 days.
196	Attachment A, Section A.10.a, page 21 a. Please confirm the following: i. The State will not issue quantities of infant formula in excess of the monthly maximums prescribed by federal law for each WIC participant.	The state issues up to the the maximum amount of formula allowed by federal regulations. If the infant is not able to tolerate the formula and unused cans of the formula are returned, the state will replace, within the benefit period, the equivalent number of cans (based on reconstituted amount within the maximum allowance) of the new formula.
197	ii. The Contractor will not be required to pay rebates on quantities of infant formula in excess of the federal monthly maximums.	The state issues up to the the maximum amount of formula allowed by federal regulations. If the infant is not able to tolerate the formula and unused cans of the formula are returned, the state will replace, within the benefit period, the equivalent number of cans (based on reconstituted amount within the maximum allowance) of the new formula. The provider will be required to pay rebates on all contract formula redeemed.

198	iii. If rebates for quantities in excess of the federal monthly maximums are billed and rebated in error, the amounts associated with the over issuance and redemption will be reimbursed to the Contractor upon discovery.	The state issues up to the the maximum amount of formula allowed by federal regulations. If the infant is not able to tolerate the formula and unused cans of the formula are returned, the state will replace, within the benefit period, the equivalent number of cans (based on reconstituted amount within the maximum allowance) of the new formula. The provider will be required to pay rebates on all contract formula redeemed. If billing errors occur see Attachment A, Scope of Services, page 25.
199	iv. If any of above statements are not confirmed, please provide a detailed explanation of why such portion was not confirmed.	Not applicable. See Response #196-198.
200	b. Monthly data files are necessary in order for the Contractor to validate invoices with accuracy and integrity. Please confirm that the details of all EBT transactions for which rebates are being invoiced through the monthly invoice process are provided each month through an electronic data file including EBT transaction number, pseudo participant ID (nothing that would disclose confidential participant information) , product description, number of cans redeemed, redemption dollar amount, first date to use, redemption date, infant age range at first date to use or infant date of birth, and feeding method (e.g. Fully Formula Fed, Partially Breastfed).	Information will be provided as described in Attachment A, Scope of Services, 10.A. Reports, as amended. See Addendum #4
201	i. If no unique identifier per participant (e.g. pseudo Participant ID) is provided and multiple food EBT transactions are allowed for one month's worth of benefits, please detail how the Contractor would be able to sum up the total number of infant formula cans redeemed by a single participant for the month to ensure that total cans issued did not exceed the federally regulated monthly maximums.	There is a unique EBT transaction number provided.
202	ii. If no unique EBT transaction number is provided, please detail how the Contractor would be able to verify that issuance units being billed in the current month were not billed in a previous month.	There is a unique EBT transaction number provided.

203	Attachment A, Section A.10.h, page 23-24 - An advance payment provision is not appropriate for a rebate contract because it is in effect a loan to the state – not a rebate payment. Please remove the advance payment provision.	No.
204	Attachment A, Section A.10.j, page 24 – Please confirm the contractor will only be billed for rebates for EBT transactions with issuance dates within the contract period. (i.e. the contractor may not be billed rebates until after the end of the contract but the issuance dates would fall within the contract period)	See Response #49.
205	Attachment A, Section A.10.l, page 24 - Please confirm the 90 day time limit on disputes does not apply to disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier and the time limit begins when the fraud or illegal activity is detected.	The state does not confirm.
206	Exhibit Price Sheet Instructions, Section 3, page 26 – The numbers stated here appear to be the same as the milk-based numbers and do not reflect the total number of infants provided on the bid sheet. a. Please provide the number of infants for the latest six (6) months by month, by age category (0-3 months, 4-5 months, 6-11 months) and by feeding method (partially breastfed and fully formula fed) for the soy-based infants.	See Addendum #4.
207	Exhibit, Price Sheet Instructions, Section 4, page 26 – Please revise the first sentence of the second paragraph to “Additionally, the Provider agrees to pay the Department a rebate as above for other formulas (<i>excluding exempt formulas</i>).....”.	See Addendum #4.
208	Exhibit, Price Sheet Instructions, Section 6, pages 26-27 a. Please revise the first sentence to “....and a rebate on any other soy-based infant formula in the Provider’s infant formula product line (excluding exempt formulas) that the department chooses to issue”.	See Addendum #4.

209	b. Please revise the last sentence to “If the primary contract infant formula is discontinued, the successful provider agrees to provide a rebate that yields the <i>same percent discount</i> for the replacema	No.
210	Attachment D, pages 28-30 - There are two Attachment D documents. It appears one of them is mislabeled. Please provide a corrected version of the form.	See Addendum #4.
211	Attachment G, Identical Tie Bid Certification Form, pages 34-35 – The Additional Tie Breaker Criteria is taken from Fla Stat. Section 295.187 which applies when at least one of the bidders is a certified veteran business enterprise and in that case considers the smallest net worth as the tie breaker criteria. This provision is not applicable here where none of the qualified bidders are certified veteran business enterprises. Furthermore, given that this is a rebate contract it does not seem appropriate to consider the <i>smallest</i> net worth as the deciding factor in the event of a tie bid. Please revise this section to provide an alternative method for resolving identical bids, such as past performance or a coin toss.	No.
212	Bid Sheets a. Please confirm that 3 decimals are required for submission on this document. On Section 4 of the Price Sheet Instructions, it states that rebates per can will be displayed as necessary to the fourth decimal place.	See Response #64.
213	b. If four decimals are required, please provide an updated bid sheet.	See Response #212
214	c. The percent rebate column is currently formatted to only one decimal place. Please confirm one decimal place is acceptable for this field or provide a revised version that meets the required decimal places for this document.	See Response #118.
215	d. A table in the governing federal regulations (7 CFR 246.16a (c) (4)) states “For a single solicitation, the solicitation must require bidders to specify a rebate amount for the following: A single soy-based infant formula . . .” The table further stipulates that the single brand is to be offered in three physical forms “concentrated liquid, powdered and ready-to-feed.” Please confirm that a bidder is required to bid one single brand for all three physical forms on the bid sheet. i. If not confirmed, please provide additional details on what the State will deem acceptable to be considered a responsive bidder.	Yes, the Department confirms.

216	ii. Please confirm that this question has been discussed with the USDA and that the USDA has reviewed and approved the answer to this question since it directly deals with a federal regulation requirement.	State follows 7 CFR 246.16a (c)(4).
217	PUR 1000, Section 22, page 8 of 14 - Please allow termination rights for contractors with a one (1) year notification. If not allowed, please describe all the reasons why the State is allowed to terminate the contract, but the contractor is not afforded the same rights.	No.
218	General Questions a. Are participants required to come into the clinic for their benefits every three months, or are benefits automatically reloaded for months four and five? Please provide general information on participant requirements for visiting the clinic during the first year in which an infant receives WIC benefits.	See Response #134
219	i. Please provide the percentage of infants that are issued benefits 3 months at a time, 2 months at a time and 1 month at a time.	See Response #136.
220	b. How does the State ensure that every negotiable food benefit submitted by a vendor to the State for reimbursement was exchanged for authorized infant formulas?	EBT system only completes transactions for benefits loaded on the EBT card, and only allows transactions for appropriate UPC codes.
221	i. Does the State conduct retailer compliance buys on infant formula?	See Response #32.
222	ii. Does the State conduct retailer inventory audits, other than compliance buys, to identify potential discrepancies between a store's purchasing records and their WIC transactions processed at the retailer's location and submitted for reimbursement?	Yes.
223	iii. If the State does not conduct retailer inventory audits, please explain all the reasons why these are not done.	Not applicable. See Response #223

224	iv. If a discrepancy is found, what steps are taken to determine if reimbursement of rebate payment to the infant formula manufacturer is required?	The state does not conduct inventory audits on formula.
225	c. How many retailers have been disqualified or suspended from the WIC program in the past year?.i. If one or more, please describe the violation.	None
226	ii. Have any retailers paid a Civil Money Penalty (CMP) in lieu of being disqualified from the WIC program?	No.
227	d. Do you have a process in place to monitor transactions at retailers involving "VOIDED" EBT transactions that may result in double billing for rebates to the contractor? If so, please describe the process.	EBT system tracks voided transactions and voided transactions are not included in rebate billing.
228	e. What controls are in place to insure that vendors are not accepting WIC products as a return and crediting the participant with cash or exchange of product?	It is in the state's vendor agreement and annual training that these are not acceptable practices.
229	f. How often are vendors given training by WIC personnel regarding redemption issues, vendor penalties and billing the State?	The state requires and provides annual vendor training.
230	g. When participants return any infant formula to the clinic for a formula exchange, please confirm the system is validating that they will not exceed the maximum month allotments based on participant age.	Staff must evaluate.
231	i. Please describe what the State does with any returned formula. Is it reissued or destroyed?	Per Food Package Policy and Guidance, March 2018, the state destroys all returned formula.

232	h. WIC infant participation has dropped approximately 6% from March 2018 to March 2019. Please provide any insights as to what is causing the decline.	Good economy, low unemployment, decreased birthrate and immigration concerns.
233	i. Have there been any documented cases of participant fraud or abuse? i. If so, please provide information on what actions were taken.	See Response #60.
234	ii. Has the contract manufacturer ever been billed for any rebateable products due to the fraud?	The state bills for rebates on containers of infant formula purchased through a valid Florida EBT transaction at an authorized Florida retail vendor.
235	iii. What actions does the State take to monitor participants to determine if they are reselling their infant formula monthly allotments?	See Response #60.
236	j. Have there been any instances where a participant was issued benefits that exceeded the maximum monthly or quarterly amount of formula allowed by USDA regulations? If so, please explain.	See Response #198.
237	k. If a new Contractor is awarded the contract, please describe in detail the State's transition plan. i. Please confirm that if a participant comes to a clinic in January to receive three months of infant formula benefits, they will receive January benefits for the current contract holder's formula and February and March infant formula benefits for the new contract holder's formula.	See Response #49.
238	l. Please confirm a manufacturer is not billed for rebates for infant formula issued to children. i. If not confirmed, please provide the monthly average number of children receiving infant formula.	See Response #100.

239	m. Please provide a description of how the state would handle an infant formula that reconstitutes to 98 fl ounces for each fully formula feeding package (0-3 months, 4-5 months and 6-11 months).	If the total reconstituted amount of single cans does not fall between the full nutrition benefit and the maximum amount allowed, rounding method is used according to regulation 7 CFR 246.10 (h).
240	n. What are the top five (5) WIC retailers measured by the percentage of WIC food volume?	See Response #40.
241	Please confirm there are two separate pre-bid conference meeting; 8/13/19 10:00am for Milk DOH18-018 and 1:00pm for Soy DOH19-008	Please see Addendum #2
242	Also can you provide a live link to attachments H and I for each ITB or post directly.	Please see Addendum #1
243	Lastly we request permission to maintain contact with the Florida WIC DOH on issues of infant fruits, vegetables, meats and cereals if/as needed during the solicitation period	Please see Section 2.2 Restrictions on Communications. Communication is prohibited in regard to this solicitation outside of Section 2.8 Questions.
244	I wanted to confirm if the timelines are correct that the Pre-Bid Conference for the milk-based rebate is at 10:00 am and the soy-based rebate is at 1:00 pm. Is this correct? If so, since both of these bids will likely have the same 3 manufacturers in attendance, is there anyway the pre-bid conferences could be combined?	Please see Addendum #2