



STATE OF INDIANA

Contract Negotiated Bid #23-74607

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
Indiana Department of Health**

**Solicitation For:
Women, Infants, and Children (WIC) Formula Cost-Containment
System**

Response Part One, Submission Form Due Date and Time:

~~June 1~~ **June 2nd 6th**, 2023 @ 3:00 PM ET

Response Part Two, Submission of Proposals by Flash Drive Due Date and Time:

~~June 1~~ **June 2nd 6th**, 2023 @ 3:00 PM ET

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Section One
General Information and Requested Products/Services

1.1 Introduction

In accordance with applicable Indiana Code provisions, Rules and Policies, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana Department of Health, requires Infant Formula for the Women, Infants and Children (WIC) program. It is the intent of IDOA to solicit responses to this solicitation in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This solicitation is being posted to the IDOA Bidding Opportunities website, at <https://www.in.gov/idoa/procurement/current-business-opportunities/> for downloading. Neither this solicitation nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 Definitions and Abbreviations

Following are explanations of terms and abbreviations appearing throughout this solicitation. Other special terms may be used in the document, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	IDOA’s summary, typically in letter format, of the solicitation and suggestion on respondent selection for the purposes of beginning contract negotiations
Award Amount	Proposed amount or the BAFO amount that will result in a Contract.
Bid Response	An offer as defined in IC 5-22-2-17
Brand	When used with respect to Infant Formula, shall mean the name of a specific Infant Formula manufactured by a specific manufacturer.
Client	An individual receiving WIC services.
Contract Brand Infant Formula	Infant formula (not including exempt) produced by the manufacturer awarded the infant formula cost containment contract.

Evaluated Amount	If preferences are selected, this is the amount after the preference is applied. Awardee is based on the evaluation amount.
Electronic Benefit Transfer (EBT)	The issuance of WIC benefits to clients electronically via a card.
Exempt Infant Formula	Infant formula that meets the requirements for an exempt infant formula under section 412(h) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a(h)) and the regulations at 21 CFP parts 106 and 107 (7 C.F.R 246.2).
Federal Fiscal Year	The fiscal year is defined as October 1 through September 30.
Food Package	Supplemental food prescribed for client profile.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this Negotiated Bid for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
IAC	Indiana Administrative Code
IC	Indiana Code
IDOH	Indiana Department of Health
Implementation	The successful implementation of WIC Formula as specified in the contract resulting from this solicitation.
Infant Formula	Any formula in the manufacturer's product line that: 1) complies with the Infant Formula Act of 1980 as amended which defines "infant formula" as "a food which purports to be or is represented for special dietary use solely as a food for infants by reason of its simulation of human milk or its suitability as a complete or partial substitute for human milk"; and 2) complies with the definition and requirements for "infant formula" under the Federal Food, Drug, and Cosmetic Act including [Sections 201(z) and 412 of Act, 21 U.S.C. 321(z)

and 350a respectively], excluding “exempt infant formulas, [Section 412(h) of the Act 21 U.S.C 350a(h)], and with all applicable Food and Drug Administration (FDA), Department of Health and Human Services regulations pursuant to the Act, and the regulation at 21 U.S.C. Part 106 and 107.

Installation	The delivery and physical setup of products or services requested in this Negotiated Bid
MIS	Management information system.
Non-contract Brand Infant Formula	All Infant Formula, including Exempt Infant Formula, that are not covered by an infant Formula cost containment contract awarded by the State agency.
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch 3) A political subdivision as defined in IC 5-22-2-22 and IC 36-1-2-13 (includes school corporations, municipal corporations, Legislative body, Taxing district, Town, Township and Unit) 4) A State educational institution
Primary Contract Infant Formula	The specific infant formula for which manufacturers submit a bid in response to a rebate solicitation and for which a contract is awarded by the State agency as a result of the bid (7 C.F.R 246.2).
Prime Contractor	Refers to the entity responding to the solicitation.
Products	Tangible goods or manufactured items as specified in this Negotiated Bid
Respondent	An offeror as defined in IC 5-22-2-18; and any entity or person who does business with the State and is registered as same. The State will not consider a bid response responsive if two or more offerors submit a joint or combined proposal. One entity

	or individual must be clearly identified as the company who will be ultimately responsible for performance of the contract.
RTU	Ready-to-use.
RTF	Ready-to-feed.
Services	Work to be performed as specified in this solicitation
State	The State of Indiana
State Agency	As defined in IC 4-13-1-1, "State Agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government
Subcontractor	Refers to the entity entering into a contract with the Prime Contractor for a portion of the scope of the solicitation
Supplier	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this solicitation.
VSC (Valuable Scope Contribution)	The benefit the proposed certified subcontractors(s) must provide to the project set forth in the solicitation.
WIC Vendor	Stores authorized by the State agency to provide authorized supplemental foods to clients under a retail food delivery system.

1.3 Purpose of the Negotiated Bid

The purpose of this solicitation is to select a respondent that can satisfy the WIC program's need for Infant Formula. It is the intent of Indiana Department of Health to contract with a respondent that provides quality Infant Formula for the Supplemental Nutrition Program for Women, Infants, and Children (WIC).

Indiana solicits (single) sealed bids from infant formula manufacturers to supply and provide a rebate on all infant formulas it produces that the State chooses to issue, except exempt infant formulas (§246.16a(c)(1)). The State evaluates rebates for all physical forms

(concentrated liquid, powder, and ready-to feed (RTF)), of a milk-based formula that meets the requirements under 7 C.F.R. 246.10(e)(1)(iii) and §246.10(e)(2)(iii) and is suitable for routine issuance to the majority of generally healthy, full-term infants per §246.16a(c)(4). Therefore, the purpose of this Bid Solicitation is to select a Respondent that can satisfy the State’s need for an infant formula cost-containment system. The Indiana WIC program issues infant formula in accordance with §246.10(e) (1)-(3), (9). It is the intent of the Indiana Department of Health (IDOH) to contract with an authorized infant formula manufacturer who can provide a rebate on its product line of iron - fortified milk - based and soy - based liquid concentrate, powdered, and ready - to - use (RTU) or ready - to - feed (RTF) infant formula purchased by the Indiana WIC Program through the program’s retail food delivery system.

Procurement of the infant formula cost containment system maximizes full and open competition and does not contain provisions that prevent a manufacturer from competing for the contract (§246.16a(c)).

1.4 Summary Scope of Work

The Indiana WIC Program is funded by the United States Department of Agriculture (USDA) and is administered by IDOH. During the 2022 federal fiscal year, the Indiana WIC Program served approximately 311,067 unduplicated clients, with a monthly average caseload of 151,510. For that same timeframe, approximately twenty-one (21) percent of clients were women, twenty-two (22) percent of clients were infants, and fifty-seven (57) percent were children. Monthly infant participation and infant formula issuance data for the months of ~~May 2022 through~~ October 2022 **through March 2023** is shown in the tables below.

IN WIC Participation, May-October, 2022							
-	-	-	-	-	-	-	-
Infant Feeding Method	May	June	July	August	September	October	Monthly Average
Exclusively Breastfed	5,101	5,253	5,413	5,567	5,585	5,590	5,418
Partially Breastfed (mostly and some)	5,752	5,916	6,143	6,474	6,628	6,791	6,284
Fully Formula Fed	23,033	22,420	21,811	21,319	20,935	20,628	21,691
Monthly Total	33,886	33,589	33,367	33,360	33,148	33,009	33,393
Formula Type	-	-	-	-	-	-	-
Contract Formula	24,409	24,432	24,072	23,928	23,683	23,418	23,990

Standard Non-Rebate Formula	1,014	867	702	634	641	571	738
Exempt Infant Formula	2,692	2,534	2,540	2,568	2,604	2,612	2,592

IN WIC Participation, October, 2022 - March, 2023							
Infant Feeding Method	Oct	Nov	Dec	Jan	Feb	Mar	Monthly Average
Fully Breastfed	5,590	5,650	5,687	5,856	6,012	6,090	5,814
Partially Breastfed	6,791	6,802	6,767	6,937	6,872	7,053	6,870
Fully Formula Breastfed	20,628	20,395	20,334	20,630	20,841	21,050	20,646
Monthly Total	33,009	32,847	32,788	33,423	33,725	34,193	33,331
Formula Type	Oct	Nov	Dec	Jan	Feb	Mar	Monthly Average
Contract Formula	23,816	23,709	23,608	23,780	23,988	24,956	23,976
Standart Non-Rebate Formula	576	553	538	534	443	481	521
Special Formula	2,666	2,808	2,841	2,973	3,112	3,236	2,939

Attachment D lists the average monthly number of infants using each physical form of contract and standard non-contract brand infant formula based on participation and issuance data from this same timeframe. Please note the calculation of partially breastfeeding infants differs between the data shown in the table above and the data included in Attachment D. Indiana provides a partially breastfed - *some* food package which is intended for infants that are breastfeeding and require an amount of formula that exceeds the amount provided in the partially breastfeeding - *mostly* package. In the table above, partially breastfed - *some* infants are included in the partially breastfed quantities. In Attachment D, partially breastfed - *some* infants are included in the fully formula fed infant quantities, as the maximum formula issuance amounts for this food package match the fully formula fed infant food package. The Indiana WIC Program participation and infant formula issuance data does not necessarily reflect actual issuance and redemption that will occur under the new contract (§246.16a(c)(6)).

The Indiana WIC Program is seeking an infant formula cost-containment system that will produce the maximum savings, and therefore allow the greatest number of Indiana WIC clients to benefit from program services. The Respondent will supply the infant formula and provide a rebate per container of any infant formula in its product line (excluding exempt infant formula) that the Indiana WIC Program chooses to issue. If the Respondent must subcontract for soy-based infant formula, the Respondent must pay the State agency a rebate on the soy-based infant formula supplied by the subcontractor that is issued by the State agency per 7 C.F.R. 246.16a(c)(2)(i). The rebate specified for milk-based infant formula must apply proportionally to other infant formulas produced by the Respondent per 7 C.F.R. 246.16a(c)(4). Infant formula must meet the definition outlined in section 201(z) of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 321(z)) and meet the requirements for an infant formula under section 412 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 350a) and the regulations at 21 C.F.R. parts 106

and 107 per 7 C.F.R. 246.2. The Indiana WIC Program will only issue infant formula that contains at least 10 milligrams of iron per liter (at least 1.5 milligrams iron per 100 kilocalories) at standard dilution, except as specified in 246.10(d) when medical documentation is required or if related waivers are obtained.

The Indiana WIC Program currently utilizes a management information system (MIS) that manages WIC client files, issues food benefits to clients to be used to obtain infant formula, and enables Program staff to produce monthly infant formula reports that track the redemption of benefits. Local agencies such as local health departments, hospitals, or not-for-profit entities are awarded contracts to sponsor local WIC clinic services. Local WIC clinic staff may issue benefits for periods of up to three (3) months at a time. Infant formula product name, size, and product form of the Respondent's formula is listed for each client household within the benefits system. The MIS ensures the Program has a system that provides a reasonable accounting of containers redeemed by clients (§246.16a(k)). The MIS tracks redeemed benefits during a given month for Contract Brand Infant formula issued via EBT.

The Indiana WIC Program intends for the Respondent to pay rebates only on containers of infant formula actually purchased. Payment to IDOH shall be based on containers redeemed multiplied by the agreed contractual rebate. Please see Attachment H: Rebate Invoices – 3 Months.

Except for the Primary Contract Infant Formula, the Indiana WIC Program provides no guarantee of the quantity, type, or physical forms that will be used under a new contract. The Primary Contract Infant Formula will be the formula of first choice for issuance (by physical form) with all other formula issued as an alternative to the Primary Contract Infant Formula or under any applicable waivers (§246.16a(c)(8) & 246.10(e)(l)(iii)). The State reserves the right to require medical documentation before issuing any contract brand infant formula other than the primary contract infant formula as outlined at 7 C.F.R. 246.16a(c)(9) and 7 C.F.R. 246.10(d)(1)-(2). The State will issue infant formula in accordance with §246.10(e)(1) through (e)(3) and (e)(9), of the WIC Program regulations. The Indiana WIC Program authorizes issuance of ready-to-use formula in the following circumstances, in accordance with 7 C.F.R 246.10(e)(1)(iv) and 7 C.F.R 246.10(b)(1)(ii): the client's household has an unsanitary or restricted water supply or poor refrigeration; the person caring for the client may have difficulty in correctly diluting concentrated or powder forms; the WIC infant formula is only available in ready-to-feed; and/or to better accommodate clients experiencing homelessness. The State will, if necessary to provide the full nutritional benefit (FNB), use the methodology outlined in §246.10(h) in the WIC Program regulations when issuing infant formula. The State will require medical documentation before issuing the following, according to 7 C.F.R. 246.10(d)(1) per §246.16a(c)(9), except as allowed under any applicable waivers and in order to meet religious eating patterns as allowed per 7 C.F.R 246.10(d)(2)(i): any non-contract brand infant formula; any infant formula prescribed to an infant, child, or adult who receives Food Package III; any

exempt infant formula; any WIC-eligible nutritional; any authorized supplemental food issued to participants who receive Food Package III; and any contract brand infant formula that does not meet the requirements in 7 C.F.R. 246.10(e)(12). The State reserves the right to issue non-contract brand, standard infant formula to those with documented religious dietary needs such as Kosher and Halal, if the Contractor does not make a qualifying product (§246.10(d)(2)(i)).

In the event of a recall, supply chain disruption, emergency and/or disaster, the Contractor will allow issuance of, and pay rebates on, all contract brand formulas in any available unit size, type, or form that the State chooses to issue. In these events, the Contractor will also allow issuance of, and to pay rebates on, non-contract brand infant formula in any available unit size, type, or form authorized by the Food and Drug Administration (FDA) or for which FDA is exercising enforcement discretion. The State, at its sole discretion, will obtain USDA waivers and, upon notifying the contract holder, immediately implement such waivers. The maximum allowance (MMA) may be exceeded and the State will implement remedies in accordance with any applicable waivers. Remedies will remain in effect for the duration of the waivers, unless discontinued earlier by the State. The State will choose to first issue contract brand infant formula in a different product line, size and/or physical form prior to issuing a non-contract brand infant formula.

The Indiana WIC Program allows clients to return purchased formula to the WIC clinic for the purpose of making an equivalent exchange. Only returned formula purchased during the current month's benefit period may be exchanged. The exchange is based on the equivalent quantity of reconstituted formula being returned and formula being issued. Formula returned to the clinic cannot be reissued and must be destroyed. The Contractor will pay rebates on any Contract brand infant formula purchased, including formula returned to the clinic and destroyed, as well as formula issued as part of the exchange.

~~The State reserves the right to approve or reject for issuance by the WIC Program any new and/or improved iron-fortified infant formula.~~ Any new contract infant formula introduced will be subject to a rebate determined by the Contractor prior to the signing of the contract. If any new container size is introduced during the contract period and is approved by the Indiana WIC Program, then the Contractor will pay a rebate that yields the same percent discount for the new container size. IDOH requires the manufacturer to provide Indiana WIC with at least a 90-day advance notification of any changes in label, unit size, SKU/UPC, reconstitution information, and reformulation of contract infant formula. If the Contractor is unable to supply or discontinues production of the primary or soy contract infant formula included in the Contractor's original proposal and accepted by the contract, then the Contractor will pay a rebate that yields the same net price per ounce for the substitute formula it issues, provided that the new infant formula meets the United States Food and Drug Administration (FDA) guidelines (21 C.F.R §106.110).

WIC Vendors’ Minimum Stocking Requirements:

Food and grocery with pharmacy vendors must maintain a minimum stock of WIC approved foods and all stores must maintain WIC approved foods within their fresh dates. To assure that WIC clients can redeem their WIC EBT cards for proper types and quantities of foods, food and grocery with pharmacy vendors are always required to have a minimum stock in the store. See Attachment E, Questions and Answers Template, tab Q5 Min Stock Req for list.

In providing contract infant formula, the Respondent acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the USDA, and that all rights therein and goodwill pertaining thereto belong exclusively to USDA. The Respondent shall not use these service marks in any manner on its goods or their containers or packaging or on tags or labels affixed thereto. The Respondent also shall not use the WIC Logo in advertising or other promotional materials. The Respondent 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 the Respondent with the WIC Program, or as to the sponsorship or approval of the Respondent’s goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or Indiana WIC. The Respondent 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.” (FNS Instruction 800-2, dtd. 6/21/92 & GAO 06-282, Feb. 2006).

These figures are only an estimate and are not to be construed as an amount to be offered under this Negotiated Bid. **However, when completing the Indiana Economic Impact Form (Attachment C) please use the “Total Monthly Price” from the Bid Cost (Attachment D).**

1.5 Negotiated Bid Outline

The outline of this Negotiated Bid document is described below:

Section	Description
Section One – General Information and Requested Products or Services	This section provides an overview of the solicitation, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this Negotiated Bid.

Section Two – Bid Response Preparation Instruction	This section provides instructions on the format and content of the Bid including an Executive Summary and a Bid Cost.
Section Three – Negotiated Bid Evaluation Criteria	This section discusses the evaluation criteria to be used to evaluate Respondents’ bid responses
Attachment A – not applicable	M/WBE Subcontractor Form
Attachment A1 – not applicable	IVOSB Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact (IEI) Form
Attachment D	Bid Sheet Template
Attachment E	Q&A Template
Attachment F	Attestation Form
Attachment G - revised	Rebate Reports

1.6 Question/Inquiry Process

All questions/inquiries regarding this Negotiated Bid must be submitted in writing by the date and time outlined in [Section 1.22](#). Questions/Inquiries may be submitted in **Attachment E**, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated in [Section 1.22](#).

The subject line of the email submissions must clearly state the following:
“NEGOTIATED BID 23-74607 Questions/Inquiries – [INSERT COMPANY NAME]”.

Following the question/inquiry due date, the State will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the timetable established in [Section 1.22](#). Only answers posted on the IDOA website will be considered binding and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

If it becomes necessary to revise any part of this solicitation, or if additional information is necessary for a clearer interpretation of provisions of this solicitation prior to the due date for bid responses, an Addendum will be posted on the IDOA website. If such Addenda issuance is necessary, the State may extend the due date and time of bids to accommodate such additional information requirements, if required.

1.7 Due Date for Bid Responses

All bid responses must be submitted through a two-part process. Both deadlines must be met for a response to be complete. Part one, the Submission Form is due as set forth in [Section 1.22](#).¹ Proposals will be disqualified if the Submission Form is received after the expiration of the first deadline. Part two, the receipt date for Proposals on as a sealed, mailed document, is as set forth in Section 1.22. Proposals will be disqualified if sealed, mailed documents are received after their deadline. The awarded proposal **will be posted on the IDOA Award Recommendations website, at <https://www.in.gov/idoa/2462.htm>**.

The Submission Form is available at <https://www.in.gov/idoa/procurement/current-business-opportunities>. Complete the form in its entirety. The sourcing number and State Lead information is available on the title page of this document. The Executive Summary and Attestation Form are to be attached to the Submission Form. All proposals must be received at the address below by the Procurement Division no later than 3:00 p.m. Eastern Time on June 4th, 2023.

The sealed bid documents (one hard copy) and Flash Drive(s) should be sent using the address information below:

Christina Garcia – Negotiated Bid 23-74607
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

- Each Respondent must submit at least one original Flash Drive but if more are needed, that is acceptable.
- The proposal must follow the format indicated in [Section Two](#) of this document. No other method of submission will be accepted.

¹ The date and time stamp generated by the State system indicating receipt of the Submission Form shall be considered the official time stamp for this Solicitation. See 1.22 Summary of Milestones for the due date and time.

- Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired.
- No more than one proposal per Respondent may be submitted.
- **Due to the unique nature of public openings, two options for submission are available. Respondents may have the flash drives and hardcopies delivered through a service provider. It is recommended that these arrive at the Government Center - South by June 5, 2023 for mail distribution to have the response available at the above address for the public opening. Respondents may also deliver by hand, in person before 3 pm EST on June 6, 2023. Deliveries after 3 pm on June 6, 2023, will not be accepted, opened or read. Attending the in person opening or the virtual opening is not a condition of being awarded. The award will be made without representation attending either public opening opportunity.**
- Responses not submitted by the deadlines will not be ~~evaluated~~, **accepted, opened or read.**
~~Sending the response via email or hand delivery ARE NOT viable alternatives.~~
- The State will not provide confirmation of receipt of Flash Drives. If that is desired, the Respondent should select a shipping method that will offer confirmation of receipt.
- The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded.
- All communication, unless stated otherwise in this document, should be directed to the State Lead on the title page of this solicitation. If communication is had with any other staff member, the **Respondent may disqualify themselves from further consideration.**

Initial Bid Responses will be opened on or after the Due Date and Time per IC 5-22-7.3-6. If clarifications are conducted with Respondents, and Respondents submit revised bids, the procedure for opening of these revised bids will be similar.

1.8 **Modification or Withdrawal of Offers**

Responses may be modified by Respondents until the time and date the response is due. The Respondent's authorized representative may withdraw the proposal prior to the due date by sending notice to the address listed above in Section 1.7.

1.9 **Pricing**

Pricing on this solicitation must be firm and remain open for a period of not less than one hundred eighty (180) days from the date of award issuance.

Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your bid response at risk of being removed from consideration.

Respondents should refer to the Bid Cost sub-section under [Section Two](#) for a detailed discussion of the bid response pricing format and requirements.

The contract will be awarded to the responsive and responsible bidder offering the lowest total monthly net price for a standardized number of units of infant formula on the date of bid opening §246.16a(c)(5). Under 7 C.F.R 246.16a(c)(1)(ii), a State agency must “publicly open and read all bids aloud on the day the bids are due.” Section 3.1.2. Bid Evaluation Procedures states: “The proposals that meet all mandatory requirements as provided in the Bid Solicitation will then be evaluated based on the “total net cost per month” calculated in Attachment D (bid sheet). Whichever bidder meets the mandatory requirements and has the lowest “total net cost per month” will be awarded the contract. The winning bidder must supply and provide a rebate on all infant formulas it produces, and the State agency chooses to issue except for exempt infant formulas per 7 C.F.R. 246.16a(c)(2)(i)-(iii).

Bids will be read aloud on ~~June 1~~ ~~June 2nd~~ **June 6th**, 2023, beginning at 3:00PM EST and located **within IDOA’s Conference Room on the 4th Floor of the Indiana Government Center South.**

The public entrance to the Indiana Government Center South is located at: 10 N. Senate Avenue (East side of building)

For respondents that will be dialing in remote via phone or Webex Conference:

<https://indiana.webex.com/indiana/j.php?MTID=me0fbcf4eb7e40330342211184939b52>

Thursday, June 1, 2023, 3:00 PM | 1 hour | (UTC-04:00) Indiana (East)

Meeting number: 2302-159-2356

Password: daTmSmSE332

Join by video system

Dial 23021592356@indiana.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-240-454-0887 United States Toll (San Jose)

Access code: 230-215-92356

<https://indiana.webex.com/indiana/j.php?MTID=me0fbcf4eb7e40330342211184939b52>

~~Friday, June 2, 2023 3:00 PM | 1 hour | (UTC-04:00) Indiana (East)
Meeting number: 2302 159 2356
Password: daTmSmSE332~~

~~Join by video system
Dial 23021592356@indiana.webex.com
You can also dial 173.243.2.68 and enter your meeting number.~~

~~Join by phone
+1-240-454-0887 United States Toll (San Jose)~~

~~Access code: 230 215 92356~~

~~<https://indiana.webex.com/indiana/j.php?MTID=me0fbcfd4eb7e40330342211184939b52>~~

~~Tuesday, June 6, 2023 3:00 PM | 1 hour | (UTC-04:00) Indiana (East)
Meeting number: 2302 159 2356
Password: daTmSmSE332~~

~~Join by video system
Dial 23021592356@indiana.webex.com
You can also dial 173.243.2.68 and enter your meeting number.~~

~~Join by phone
+1-240-454-0887 United States Toll (San Jose)~~

~~Access code: 230 215 92356~~

1.10 Proposal Clarifications and Discussions

The State may request clarifications, in writing, on bid responses submitted. ~~These clarifications could include, but are not limited to, request for additional information, or request for Bid Cost.~~ If clarifications are conducted, they will involve all responsive Respondents ~~and will be conducted in writing. As a result of these clarifications, Respondents may be asked to submit revised bid responses. Respondents may respond to this request by submitting their initial bid response unchanged; however, prices cannot be increased, they must remain the same or lower.~~ The State will provide equivalent information to all Respondents which have been chosen for clarifications.

A sample contract is provided in **Attachment B**. Any requested changes to the sample contract must be submitted with your response. The State may reject any of these requested changes. It

is the State's expectation that all material elements of the contract will be substantially finalized prior to contract award.

1.11 **Best and Final Offer (BAFO)**

Removed at the request of the agency.

1.12 **Type and Term of Contract**

The State intends to sign a contract with one Respondent to fulfill the requirements in this solicitation.

The term of the contract shall be for a period of Two (2) years from the date of contract execution. There may be Two (2) one-year renewals for a total of Four (4) years, at the State's option.

Contract dates are as follows:

Initial term: October 1, 2023 – September 30, 2025

First renewal (if applicable): October 1, 2025 – September 30, 2026

Second renewal (if applicable): October 1, 2026 – September 30, 2027

Contract terms may not be negotiated with respect to the following: (a) Length or number of extension periods, and (b) rebate amounts that will apply to the contract and any extension period (s), or the method by which the rebates will be calculated may not be negotiated (USDA Policy Memo 94-6). The new rebate contract will apply to any benefits issued on or after the initial term date. Benefits issued prior to the term date may be redeemed up to 30 days into the new contract period. **Contract will be extended by mutual consent.**

1.13 **Confidential Information**

Respondents are advised that materials contained in bid responses are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire solicitation file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so per Attachment F** which specific provision applies to which specific part of the response.

Please note citing "Confidential" on an entire section is not sufficient or acceptable.

The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the State will not consider the submission confidential. The State also reserves the right to seek the opinion of the PAC for guidance.

Respondents also agree to not request access to any records identifying clients by name and/or address (§246.26(d)) or any information about a WIC vendor that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status (§246.26(e)).

1.14 Taxes

Bid responses should not include any tax from which the State is exempt.

1.15 Procurement Division Registration

In order to submit a proposal per [Section 1.7](#), Respondents must be registered as a bidder with the Department of Administration, Procurement Division.

At Bidder Profile Registration, <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/> the following may be completed.

- To register, follow instructions provided in [Section 2.2.7](#).
- If registered, a Bidder ID # list is available to complete the Submission Form per [Section 2.1](#).

1.16 Secretary of State Registration

If awarded, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations, and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018

Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.17 **Compliance Certification**

Responses to this Negotiated Bid serve as a representation that the Respondent has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory, or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.18 **Equal Opportunity Commitment²**

Removed at the request of the agency. This is not applicable to this Negotiated Bid.

1.19 **Minority & Women's Business Enterprises Subcontractor Commitment (MWBE)**

Removed at the request of the agency. This is not applicable to this Negotiated Bid.

1.20 **Indiana Veteran Owned Small Business Subcontractor Commitment (IVOSB)**

Removed at the request of the agency. This is not applicable to this Negotiated Bid.

1.21 **Americans with Disabilities Act**

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.22 **Summary of Milestones**

The following timeline is only an illustration of the solicitation process. Not all the dates below are binding.³ Due to the unpredictable nature of the evaluation period, these dates are

² Points do not apply in a Negotiated Bid

³ Submission of the Submission Form and proposals on Flash Drives to State ARE binding and not subject to change.

commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team’s findings.

Key Dates

Activity	Date
Issue of solicitation	May 3 rd , 2023
Deadline to Submit Written Questions	May 10 th , 2023 by 3:00 PM Eastern Time
Response to Written Questions/Amendments	May 22 nd , 2023
Submission process Part one: Submission Form and Required Attachments (See footnote 3.)	June 1st June 2nd 6th , 2023 by 3:00 PM Eastern Time
Submission process Part two: Submission of Proposals as sealed bid on Flash Drive(s) (See footnote 3.)	June 1st June 2nd 6th , 2023 by 3:00 PM Eastern Time
Submission of Reference Check Forms to State (See footnote 3.)-	Not applicable to this solicitation
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Bid Opening	June 1st June 2nd 6th , 2023 at 3:00 PM Eastern Time
Award Recommendation	June 19-23, 2023

1.23 Evidence of Financial Responsibility (25 IAC 1.1-1-5)
Removed at the request of the agency.

1.24 Conflict of Interest

Any person, firm or entity that assisted with and/or participated in the preparation of this solicitation document is prohibited from submitting a bid response to this specific solicitation. For the purposes of this solicitation, a “person” means a State officer, employee, special State appointee, or any individual or entity working with or advising the State or involved in the preparation of this solicitation. This prohibition would also apply to an entity who hires, within

a one-year period prior to the publication of this solicitation, a person that assisted with and/or participated in the preparation of this solicitation.

1.25 **Ethics Obligations**

The Respondent and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Respondent is not familiar with these ethical requirements, the Respondent should refer any questions to the Indiana State Ethics Commission or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/2335.htm>. If the Respondent or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this or contract immediately upon notice to the contractor. In addition, the Respondent may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

1.26 **Procurement Protest Policy**

The State's procurement protest policy can be found at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>. Per the policy, there are two periods of protest allowable for the solicitation:

- Specifications Protest - written letter of protest regarding inadequate, unduly restrictive, or ambiguous requirements or specifications must be received by IDOA by the close of business not less than ten (10) business days (as defined by the State work calendar) prior to the bid response due date.
- Award Recommendation Letter Protest - written letter of protest regarding the procurement methods and/or procedures used during the procurement process must be received by IDOA by the close of business within five (5) business days (as defined by the State work calendar) after the date of the Award Recommendation Letter.

Additional details as to the required content in the letter and the steps involved in a protest can be found in the State's Procurement Protest Policy at <https://www.in.gov/idoa/files/ProcurementProtestPolicy.pdf>.

1.27 **F.O.B. (Free on Board) Destination**

The State requires all bids to be submitted based on F.O.B. destination. Refusal to do so may lead to disqualification.

1.28 **Open Competition**

Removed at the request of the agency.

1.29 Miscellaneous

Patents: The Contractor agrees to defend, at its own expense, the State of Indiana and the Using Agency and to hold it harmless with respect to any claims that the equipment furnished by the Contractor under this agreement infringes or allegedly infringes any patents of the United States and with respect to any and all suits, controversies, demands, and liabilities arising out of such claim; provided that the foregoing shall not apply to infringement resulting from Contractor's use of a patented invention required to comply with the written instructions of the State, if such patented invention is not normally utilized by the Contractor, and provided that the State:

- A. Gives the Contractor a prompt written notice of any claim; and
- B. Allows the Contractor to control and fully cooperates with the Contractor in the defense and all related settlement negotiations.

Obligation: Contractor's obligation under the Patents Section is further conditioned on the State's agreement that if the operation of the equipment becomes or, in the Contractor's opinion, is likely to become the subject of such a claim, the State will permit Contractor, at its option and expense, either to procure the right for the State to continue using the equipment or to replace or modify it so that it becomes non-infringing. However, if neither of the foregoing alternatives is reasonably available, the State will return the equipment upon written request by the Contractor. The Contractor agrees to grant the State credit for returned equipment as depreciated. The depreciation shall be an equal amount per year over the life of the equipment established by mutual agreement of the State of Indiana and the Contractor.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 General

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Proposals will be disqualified if the Submission Form is received after the expiration of the first deadline per [Section 1.22](#).
- Proposals will be disqualified if the Submission Form is received without the Executive Summary and/or the required completed Attestation Form attached.

- The Executive Summary must be in the form of a letter and attached to the Submission Form.
- **Attachment F**, the Attestation Form, must be attached to the Submission Form.
- Proposals will be disqualified if sealed bids or Flash Drives are received after the expiration of the second deadline per Section 1.22.
- Each item, Executive Summary, and attachments must be separate standalone electronic files. Please do not submit your proposal as one large file.
- A Bidder ID is a required field on the Submission Form to submit a response. A Bidder ID list is available at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>
- Requests to extend the due date to accommodate delivery challenges will be denied. Submission Form and Flash Drive responses not submitted by the deadlines will not be considered; sending responses via email or hand delivery will not be a viable alternative.
- The State strongly encourages Respondents to allow plenty of time to ship their sealed bid and proposals on Flash Drives.
- Please submit all attachments in their original format. Any attempt to manipulate the format of the documents that deviates from the current format will put your proposal at risk of disqualification.
- Confidential Information must also be clearly marked per **Attachment F**.
- Confirmation of receipt of Flash Drives is the responsibility of the Respondents and reliant upon the shipping method chosen.

2.2 Executive Summary⁴

The Executive Summary must address the following topics except those specifically identified as “optional.” The Executive Summary is to be attached to the Submission Form by the response due date and Eastern time.

2.2.1 Summary of Ability and Desire to Supply the Required Products or Services

The Executive Summary must briefly summarize the Respondent’s ability to supply the requested products and/or services that meet the requirements defined in [Section One](#) of this solicitation.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions, must sign the Executive Summary. **In the Executive Summary, please indicate the principal contact for the proposal along with an address,**

⁴ The Executive Summary may be included on the Flash Drive if desired.

telephone, and e-mail address, if that contact is different than the individual authorized for signature.

2.2.3 **Respondent Notification**

Unless otherwise indicated in the Executive Summary, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the State of any changes in any address that may have occurred since the origination of this solicitation. The State will not be held responsible for incorrect supplier, contractor, or respondent addresses.

2.2.4 **Secretary of State**

The Respondent shall indicate their status with respect to the Office of the Indiana Secretary of State.

2.2.5 **Other Information**

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.2.6 **Contract Terms/Clauses**

A sample contract that the State expects to execute with the successful Respondent(s) is provided in **Attachment B**. This contract contains mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are substantively required. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in **Attachment B**.

Please review the contract and indicate per **Attachment F**, your acceptance of mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause in **Attachment F**. If you require additional contract terms, please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State may reject all requested changes.

The mandatory contract terms are as follows:

- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Certification
- Employment Eligibility Verification (E-Verify)
- Funding Cancellation
- Governing Law
- Indemnification
- Information Technology Enterprise Architecture Requirements
- Nondiscrimination Clause
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

The substantively required terms are as follows:

- Duties of Contractor, Consideration, and Term of Contract
- Ownership of Documents and Materials
- Payments

This solicitation and all portions of the Respondent's response will be incorporated as part of the final contract.

2.2.7 **Registration to do Business**

Secretary of State

Respondents providing the products and/or services required by this solicitation must be registered to do business within the State by the Indiana Secretary of State. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State at www.in.gov/sos. The Respondent must indicate the status of registration, in the Executive Summary.

Department of Administration, Procurement Division

To complete the on-line Bidder registration, go to the Bidder Profile Registration website at <https://www.in.gov/idoa/procurement/supplier-resource-center/requirements-to-do-business-with-the-state/bidder-profile-registration/>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during

the registration process. Respondents need to be registered to submit a proposal. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and location(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database.

2.2.8 Authorizing Document

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the bid response meets all general conditions must sign the Executive Summary, please indicate the principal contact for the proposal along with an address, telephone number, and e-mail address, if that contact is different than the individual authorized for signature. Additionally, the Company's Bidder ID #, FEIN, Type of Business (i.e., Corporation, Sole Proprietor, LLC), and North American Industry Classification System (NAICS) Code should all be included in the Executive Summary.

2.2.9 Diversity Subcontractor Agreements

Removed at the request of the agency. This is not applicable to this Negotiated Bid.

2.2.10 Evidence of Financial Responsibility

Removed at the request of the agency.

2.2.11 General Information

Each Respondent must enter your company's general information including contact information.

- a.** Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

- b.** What is your company's technology and process for securing any State information that is maintained within your company?

2.2.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or other governmental bodies.

2.2.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.2.14 Payment

Removed at request of Agency.

2.3 Bid Cost

The Bid Sheet Template is Attachment D.

The Bid Cost must be submitted in the original format. Any attempt to manipulate the format of the Bid Cost document, attach caveats to pricing, or submit pricing that deviates from the current format will put your bid response at risk.

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid based on the unit specified. If there is an error between the unit price and total price, the unit price shall prevail.

The Offer will be made to a Respondent who has provided a responsive and responsible proposal offering the lowest total monthly net price for infant formula.

2.3.1 To ensure the specific rebate rates are accurately documented per the applicable infant formula product that the rate is associated; respondents will complete **Attachment D: Formula Rebate Bid Sheet** and submit with the Proposal.

The primary milk-based formula amounts that the respondent proposes in Attachment D will be combined and after added together represent the respondent's total, all-inclusive price of the proposal. Attachment D submissions must include the Respondent's current lowest net price, rebate amount, and net price for each standardized number of ounces per infant formula form in accordance with §246.10(e)(1)-(3),(9) and §246.16a(c)(1)(i). The lowest net price is calculated using the lowest national wholesale cost per unit for a full truckload of infant formula on the date of bid opening. The rebate per container amount

shall be the contractual rebate amount applied to the volume of purchases IDOH invoices the Contractor.

2.3.2 The Respondent must provide a rebate on all forms of infant formulas (including any new infant formulas) produced that the Indiana WIC Program chooses to issue except exempt infant formula §246.16a(c)(2)(i). This includes contract brand infant formula issued to eligible children and women under Food Package III.

2.3.3 The Respondent will provide a rebate and brand name on all contract brand infant formulas (excluding the primary contract infant formula) that yields the same percentage discount as the corresponding physical form of the primary contract infant formula for which bids were solicited. That is, the discount established at the beginning of the contract (by physical form), is used to calculate the rebate for infant formula (new and existing) added to the contract subsequent to the initiation of the contract. The rebate for infant formula, excluding exempt infant formula, added after the start date (new and existing) will be calculated using the truckload wholesale price of the formula at the time the formula is approved for issuance by the state agency (§246.16a(c)(7)(i-iii)).

2.3.4 Price level increases and decreases in the successful Respondent's lowest national wholesale full truckload price per unit occurring subsequent to the bid opening and during the Contract effective dates will result in an automatic rebate increase or decrease on a cent-for-cent basis on the first day of the month ~~in which~~ after the increase or decrease has occurred and to apply to all Indiana WIC infant formula containers redeemed in the month of the increase (§246.16a(c)(7)(iv)). The Respondent must notify the Indiana WIC Program in writing of any price increase no later than the retailer's notification date.

2.3.5 There will be one month following the start of this Contract as a transitional period where Contract Brand Infant Formula from both the old and new contract are redeemed by WIC Participants. IDOH will not include/bill for Rebates for formula issued with a "First Date To Use" before the start of the Contract and beyond the end of the Contract. The Respondent will only have access to records directly related to monthly rebate billing.

2.3.6 Payment of the Rebate

Monthly rebates will be submitted through a wire transfer to the Indiana Treasurer of State Office.

Payment of rebates will be made on all contract brand infant formula purchased while the contract is in effect, even though the contract may be expired at the time

of billing and/or payment due date. If payment is not provided within thirty-five (35) days from the Respondent's receipt of the invoice, then the Respondent shall pay IDOH, in addition to the amount due, interest at the rate of one (1) percent per month, or the portion thereof on the unpaid balance from the date on the invoice until such time as payment is made to IDOH. The Respondent must notify IDOH of any disputes or errors in the invoice within sixty (60) days of the invoice sent date. If the Respondent misses the deadline, any disputes or over-billing errors are to be waived. IDOH will make every effort to validate over-billing errors through independent review. All disputes must be settled by the close-out of the federal fiscal year in which the dispute occurred. The Respondent may not withhold any rebate payment under any circumstances. Upon resolution of the dispute, IDOH may disburse funds to the appropriate party.

IDOH will provide the Respondent with the monthly Infant Formula Rebate Invoice (Invoice) and export file as data support of the Invoice. The Invoice will indicate the total number of Units, for each Contract Brand Infant Formula type, Redeemed by Participants during the month. The Invoice will specify the products Redeemed for a one (1) month period. The number of containers redeemed is calculated on a UPC level for each contract formula.

The monthly rebate supplier report will include, at a minimum, the following (as shown in Attachment H):

- A. Containers Redeemed
- B. Type/Form;
- C. Description, including Brand, Type and Container Size;
- D. Unadjusted Total Dollars
- E. Total Rebate amount due to IDOH by the Respondent for the reported month.

The Respondent shall make itself available for monitoring meetings with IDOH in the form of telephone conference calls, to be hosted by IDOH, as deemed necessary, to review the Respondent's performance and resolve disputes. The Respondent will be given at least three (3) business days notice of the meeting.

2.4 **Attestation Form**⁵

The Attestation Form is **Attachment F**. This is the formal declaration of responses to the following as well as to the additional areas cited within **Attachment F** as it relates to this solicitation. **Attachment F**, Attestation Form is to be attached to the Submission Form due on

⁵ The Attachment F, Attestation Form, may be included on the Flash Drive if desired.

the Submission Form due date and Eastern time.

2.4.1 Minimum Requirements

2.4.1.2 The bidder hereby certifies that the company is registered with the United States Department of Health & Human Services under the Federal Food, Drug, and Cosmetics Act (21 U.S.C 301 et seq.) and its products are in compliance with Federal regulations issued pursuant to P.L. 100-237.

2.4.1.3 The Respondent must describe its current Indiana distribution network and the strategies and tactics that will be taken to accomplish the level of distribution needed to serve Indiana WIC's infant population. Details must include a list of wholesale distributors including mailing address, phone number, email address, and point of contact.

2.4.1.4 The Respondent's current nationally published wholesale price list(s) effective on the day of the bid opening for each type and form of infant formula submitted within the bid. The lists must be included in the Proposal. The Respondent must include narrative information about each product including efficacy, container size, container description.

2.4.1.5 The Respondent must subcontract with another manufacturer to supply soy-based infant formula if the Respondent does not produce it. The Respondent is required to pay the State agency a rebate on the soy-based infant formula supplier by the subcontractor that is issued by the State agency per 7 C.F.R. 246.16a(c)(2)(i).

2.4.2 Indiana Economic Impact

All companies desiring to do business with State Agencies must complete an "Indiana Economic Impact" form (**Attachment C**). This is not a separate evaluation item scored as set forth in [Section 3.2](#) but still a required form. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the State. The amount entered in Line 16 "Total amount of this proposal, bid, or current contract" should match the amount entered in **Attachment D**.

2.4.3 **Buy Indiana Initiative (Indiana Business Preference)/Indiana Company**
In compliance of Federal Code 2C.F.R 200.319 - this Negotiated Bid/Contract contains federal funds and this preference may not be considered or applied.

2.4.4 **Indiana Preferences**
In compliance of Federal Code 2C.F.R 200.319 - this Negotiated Bid/Contract contains federal funds and this preference may not be considered or applied.

2.4.5 **Subcontractors**

The Respondent is responsible for the performance of any obligations that may result from this solicitation and shall not be relieved by the non-performance of any subcontractor. Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the **executed subcontract** or a **letter of agreement** over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, **the Attestation Form must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.**

The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address, and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this solicitation or in completing the commitments documented in the proposal.

SECTION THREE PROPOSAL EVALUATION

3.1 Bid Response Evaluation Procedure

The procedure for evaluating the bid responses against the evaluation criteria will be as follows:

- 3.1.1 Each bid response will be evaluated for adherence to mandatory requirements per Section 3.2, Step 1, on a pass/fail basis. Bids that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration. Further, any proposals not meeting the Mandatory Requirements listed in [Section 3.2](#) and Step 1 and noted in **Attachment F** may be disqualified.
- 3.1.2 The bid responses that meet all specifications and mandatory requirements, as provided in the solicitation, will then be evaluated based on the “unit price” for each line item in **Attachment D**.
- 3.1.3 Award will go to the responsive and responsible bidder(s) offering the lowest total monthly net price rebate for a standardized number of units of infant formula.

3.2 Evaluation Criteria

Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category.

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated to ensure that they adhere to Mandatory Requirements.

The Mandatory Requirements are:

- Executive Summary and required content; submitted as Submission Form attachment via Part One submission requirements per 1.7 Due Date for Bid Responses.
- Adherence to ~~Mandatory~~ **Minimum** Requirements cited in ~~2.2.3~~ **2.4.1 and applicable attachments for 2.4.1.3 and 2.4.1.4**
- **Attachment C** Indiana Economic Impact Form, completed
- **Attachment D** Bid Cost

- **Attachment F** Attestation Form, complete with all requested supporting documents; submitted as Submission Form attachment via Part One submission requirements per 1.7 Due Date for Bid Responses.

Any bids not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet all mandatory requirements will then be evaluated based on the total net cost per month calculated in Attachment D. Whichever bidder meets the mandatory requirements and has the lowest total net cost per month will be awarded the contract.