

Question #	IFB Section Page Number	Vendor Question/Request for Clarification	Mississippi Department of Health Response
1	Section 1.1, Page 2	Please confirm contract extensions are through the mutual written consent of the state and the contractor.	Per Amendment 1 Section 1.13 update, the contract shall be for five (5) years at the discretion of the state.
2	Section 1.1, Page 2	What percentage of infants are certified for participation in the program through their participation in other federal programs (i.e., SNAP, TANF or Medicaid)?	In March 2025, there was a total of 1054 adjunctive income- eligible infants. The percentages are as follows: Medicaid: 96.015% SNAP: 2.087% TANF: 0.000% Medicaid & TANF: 0.095% Medicaid & SNAP: 1.803%
3	Section 1.1, Page 2	<p>Should a contract transition occur with a new manufacturer, please provide details as to how the State will manage the transition:</p> <p>a) Will participants entering the WIC clinic on August 15, 2025 receive benefits for August, September, and October that include the existing manufacturer's products? Or will the month of August only be for the current manufacturer's contracted product?</p> <p>b) Please explain if the State issues benefits on a rolling basis or follows the calendar month.</p> <p>c) Please provide any additional details regarding the transition process if a different contract brand formula will be issued under the new contract.</p>	<p>a) If the contract is awarded to a new vendor, participants entering the clinic on August 15, 2025 will receive the old contractor products for August, and the new contractor's products for September and October.</p> <p>b) Benefits are issued on a rolling month basis.</p> <p>c) Due to the current contract ending on 8/31/2025, the current formula is set to expire and will not be able to be issued out of the system past 8/31/2025, unless there is a late pickup for the participation month of August. MSDH WIC will issue benefits for the current contract holder's standard formulas for all benefits issued within the benefit participation month of August and as such will request rebates on these formulas at the current contract rate. Please note that due to the benefit's rolling month cycle; if a participant's FDTU is in August, it is a great possibility that the formula for the current rebate contract will not be redeemed until September.</p>
4	Section 1.3, Public Opening Page 6	Please confirm the conference room number of the public opening or is the opening only available via zoom?	The public bid opening will occur via Zoom and the link will be made available to the public.
5	Section 1.3, Public Opening Page 6	<p>Please confirm the following elements will be read aloud at the public 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.</p> <p>Additionally, please confirm bid sheets will be displayed on the zoom call.</p>	In compliance with Department of Finance and Administration requirements, bids shall be opened and the name of each bidder shall be recorded, the amount of each bid and other relevant information as determined by the Agency may be recorded.

6	Section 1.3, Public Opening Page 6	<p>Please change the due time and the opening time to be identical. If not changed, please explain why the state needs a gap in the due and opening times for bids that must remain sealed until the public opening?</p> <p>a) Please explain the steps taken to restrict access to bids from the time of submission until the bid opening.</p> <p>b) Please explain what procedures the state has in place to ensure the integrity of the bid process.</p>	<p>Thirty (30) minutes is needed to gather physical bids from delivery locations prior to the public opening of bids to enable personnel to go to the room in which the public Zoom bid opening will be broadcast from.</p> <p>a) Bids remain sealed until opening and are opened in full view of the public via virtual Zoom opening.</p> <p>b) MSDH complies with all requirements of the Department of Finance and Administration related to opening bids.</p>
7	Section 1.6, Acknowledgment of Amendments Page 8	<p>Currently, the bid amendments appear to be posting on a different website than the solicitation and are not connected to a specific procurement. We urge the state to update the procurement with the correct information, in one centralized location, so all bidders have clarity on timing and requirements.</p> <p>Updated bid documents are appearing at the bottom of this page: Procurements/RFPs - Mississippi State Department of Health</p> <p>The procurement is listed here (incorrect bid due date, and the solicitation is closed): Procurement Details - Buying and Selling to Government of Mississippi</p>	<p>Bid Amendments are posting at both the MSDH website and the State's Procurement Portal.</p>
8	Section 1.8 Right to Reject, Cancel and/or Issue Another IFB Page 9	<p>Please explain the instances under which a bid of a responsive and responsible bidder would be rejected?</p>	<p>Under any circumstance determined in the State's best interest in accordance with Department of Finance and Administration applicable rules and regulations.</p>
9	Section 2. Scope of Bid, Page 11	<p>Please confirm the state is referencing USDA waivers related to the Access to Baby Formula Act. If not confirmed, please specify what waivers the state is referencing.</p>	<p>Not confirmed. Any and all waivers available to the WIC program.</p>
10	Section 2.1 Manufacturer Requirements, 7. Page 12/13	<p>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 (including sizes that may require waivers) of the winning manufacturer's product line prior to the issuance of non-contract non-exempt formulas produced by other manufacturers.</p> <p>a) Please also confirm that authorized retailers are responsible for maintaining adequate stock of authorized infant formulas. The manufacturer is responsible for fulfilling orders from retailers through its established distribution network.</p>	<p>Not confirmed. Substitution decisions will be determined by the circumstances of the unavailability of the contract brand infant formula and the needs of participants and the MSDH WIC Program at the time of the unavailability, in order to enable MSDH WIC to meet its obligations under the federal regulations.</p> <p>a) Yes. Authorized vendors are responsible for maintaining adequate stock of authorized infant formulas and must use an approved infant formula distributor. The list of authorized distributors is at <a href="http://www.freshnewwic.com">www.freshnewwic.com</a>.</p>

11	Section 2.1 Manufacturer Requirements, 8. Page 12/13	Does the State anticipate allowing the redemption of WIC Benefits online during the course of this contract? Please provide any additional details regarding the timing or execution of WIC Online. Please confirm the State will work with the contracted manufacturer to assure contractual compliance with the addition of WIC Online.	Yes. The State Agency intends to implement WIC Online Shopping. A timeline is not available at this time. Notification will not be provided to the Contractor, as there are no known contractual obligations.
12	Section 2.2 MSDH WIC Requirement, 11 Page 15	<p>Please confirm the State will provide vendor redemption data to the Contractor when issues of fraud arise.</p> <p>a.) Please confirm the State will work with the Contractor to provide such data in instances in which rebates have been paid for contracted products based on fraudulent transactions that involve infant formula.</p> <p>b.) Please confirm the State agrees to discuss with the Contractor appropriate means for addressing payment issues identified through manufacturer audits and/or fraud-related issues directly affecting the manufacturer.</p> <p>c.) Please confirm the State will partner with the Contractor on recovery in instances where fraud has been discovered, and it has been further determined the manufacturer was overbilled for infant formula.</p> <p>d.) How many vendors have been disqualified due to fraud issues in each of the last three years?</p> <p>e.) Please confirm that there is no time limit on disputes arising from fraud or other illegal activity that prevents the Contractor from being able to identify the incorrect billing earlier. If not confirmed, please explain why such a time limit is appropriate.</p> <p>f.) Please explain the State's processes to identify and curb fraud and how the state plans to secure the interests of its Contractor.</p>	<p>The State Agency will not provide vendor redemption data considered by USDA FNS to be confidential.</p> <p>a) No. The state will share data related to vendor-related fraud in accordance to the requirements of USDA FNS.</p> <p>b)No. The state will share data related to vendor-related fraud in accordance to the requirements of USDA FNS.</p> <p>c) No. The state will share data related to vendor-related fraud in accordance to the requirements of USDA FNS.</p> <p>d) 0 vendors have been ""disqualified"" in the past 3 years</p> <p>e) Disputes related to vendor fraud are not allowable from the Contractor.</p> <p>f) The State Agency performs routine monitoring and compliance investigation activities.</p>
13	Section 2.5 2a Monthly Invoice Remittance Page 17	<p>Please explain the State's policy on accepting returned formula from participants.</p> <p>A. Please confirm that if the State reissues formula (in the event of a return), that the contracted manufacturer will not pay rebates exceeding the federal maximum.</p> <p>1a. Example: Mom is issued 9 cans of Enfamil Infant powder and redeems all 9 cans. Mom returns 7 cans to the clinic and is issued a new benefit for 7 cans of Enfamil Gentlease powder. Is the State seeking rebates on 9 cans or 16 cans today?</p> <p>1b. If (A.) above is not confirmed, please detail by age of baby, form, and type how many units of formula are rebated above the federal maximum.</p>	<p>a) The State does not reissue formula.</p> <p>b) The State requests a rebate on all formula purchased.</p>

14	Section 2.5 2b Monthly Invoice Remittance Page 17	What percentage of issued formula benefits are redeemed?	In March 2025, 62% of issued contract formula was redeemed.
15	Section 2.6 Payment Procedures 5. Page 17	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 penalizing the contractor. Many other WIC contracts have this provision.	Confirmed.
16	Section 2.6 Payment Procedures 8. Page 17	Please confirm that the contractor is permitted to withhold payment if the overbilling is not supported by the agreed upon invoice documentation to substantiate the invoice balance, and the amount in question significantly exceeds the average of the past 3 months of invoices submitted by the state (variance of greater than 100%).	Denied. The provision in the IFB is consistent with FNS Memo WIC 1996-6 and stands as written therein. Moreover, in accordance with Sections 2.6.9 and 10, if an over billing error occurs, MSDH WIC must make every effort to validate; upon resolution of the dispute, the MSDH WIC will reduce future billing by the amount determined to be owed.
17	Section 3.9.1 Bid Submission Format Page 21	Is the entire commercial wholesale price list to be included with the IFB or are the products being bid upon sufficient?	MSDH requests the entire commercial wholesale price list.
18	Section 3.10 Request for Reconsideration Page 23	Please describe any pre-bid protest procedures and post-proposal due date protest or request for reconsideration procedures governing this RFP, including relevant time frames for submitting a protest.  a) Please confirm all bidders will be notified in the event of a protest on this bid and how they will be notified.	Please refer to the Department of Finance and Administration applicable policies and regulations and those procedures contained within the publicly posted procurement.
19	Section 7 Bid Sheet Page 25	Please confirm all the pages of the bid submission that need to be notarized.	The only page that of the bid submission that needs to be notarized is Exhibit B-1, page 30, which includes a signature block for the Notary to sign and stamp his/her seal.
20	Section 10. Participation and Units Issued Per Month Page 25-27	Please provide the latest 6 months issuance by brand, size, and unit for all contract, exempt, and non-contract non-exempt infant formulas.	No new data will be provided.
21	Section 10. Participation and Units Issued Per Month Page 27	Please provide the latest 6 months of invoices to align with the 6-month averages provided in the bid sheet.	No new data will be provided.
22	Appendix C. Certifications Regarding Contingencies and Gratuities, 7. Page 31	Please strike the requirements related to PayMode as this is a revenue generating rebate contract and the State does not need to make any payments to the contractor.	The State of Mississippi, Department of Finance and Administration (DFA), requires new vendors to register for electronic payment via the State's e-payment and remittance channel. These requirements are outlined in DFA's Administrative Rule - Mandatory E-Payments to Vendors effective July 1, 2006, and available at <a href="https://www.dfa.ms.gov/sites/default/files/MMRS%20Home/MMRS%20Application/PayMode/20100707-admin-rule-mandatory-epayment-and-einvoicing-effective-20100805-1.pdf">https://www.dfa.ms.gov/sites/default/files/MMRS%20Home/MMRS%20Application/PayMode/20100707-admin-rule-mandatory-epayment-and-einvoicing-effective-20100805-1.pdf</a> .

23	Section 1.1 pg 2	As the State can appreciate a manufacturer's circumstances in this highly regulated environment can change over the course of a potential five-year contract period, it is essential to allow a manufacturer, with reasonable notice to the State, the ability to exit the contract if circumstances dictate. Please consider changing the additional one-year extensions to be mutual with a 18-month notification period.	The language related to contract terms contained in the published procurement will stand.
24	Section 1.1 pg 2	Please confirm that the contract extensions will be executed and signed at least 6 months prior to the expiration of the contract.	Per Amendment 1 Section 1.13 update, the contract shall be for five (5) years with no extensions.
25	Section 1.1 pg 2	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.	4 Benefits issued (Any time a participant benefits are prorated the system will allow four benefits be issued- 1.8%) 3 Benefits issued- 67.8 % 2 Benefits issued- 19.5% 1 Benefit issued- 10.7% Percentages are captured from FFY 2024
26	Section 1.1 pg 2	If a new Contractor is awarded the contract, please describe in detail the State's transition plan. For example, if a client came in for benefits on August 15th, and they receive tri-monthly benefits, would the August monthly formula benefits be for the current contract manufacturer and the September and October monthly benefits be for the new contract manufacturer? If the example is not correct, please provide specific details on each monthly formula benefits.	If the rebate contract is awarded to a different contractor, MSDH will only issue the current contractor holder's formula for the benefit participation month of August and issue the new contract holder's formula for the benefit participation of September 2025.  Benefits are issued on a rolling month basis (i.e. First Date To Use (FDTU) 1/24/2025, Last Date To Use (LDTU) 2/23/2025) within the Management Information System (MIS). A local agency can issue monthly, bi-monthly, or tri-monthly benefits to a participant. The State Office MIS team can input the new contract holder's formula for local agencies to be able to issue for 9/1/2025.  Due to the current contract ending on 8/31/2025, the current formula is set to expire and will not be able to be issued out of the system past 8/31/2025, unless there is a late pickup for the participation month of August. MSDH WIC will issue benefits for the current contract holder's standard formulas for all benefits issued within the benefit participation month of August and as such will request rebates on these formulas at the current
27	Section 1.1 pg 3	Please confirm that the information listed in the last paragraph of this section is not additional information required to be submitted in a bid proposal. If required, please provide a complete checklist of what information is required in a bid proposal.	It is required. The Bid Submission Requirements list all items.
28	Section 1.2 pg 3	Please confirm that a manufacturer can certify they meet all the certifications and requirements on Appendix B-1 and no copies of any license(s) or permit(s) are required to be submitted in the bid proposal.	Confirmed.

29	Section 1.2 pg 3	The bid submission requirements listed in this section include some documents referenced in Section 3.9.1; however additional requirements are specified in 3.9.1. Additionally, Appendix F & G, contain signature lines, yet these documents are not listed as required. Would the State please provide one comprehensive checklist of what documents are required for bid submission?	Appendix F & G are required in addition to those listed in Section 3.9.1
30	Section 1.3 pg 6	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 per unit, percent rebate, total net cost, and total net cost per month will be read aloud for each respective bidder during the public opening.	In compliance with Department of Finance and Administration requirements, bids shall be opened and the name of each bidder shall be recorded, the amount of each bid and other relevant information as determined by the Agency may be recorded.
31	Section 1.4 pg 7	To ensure bidders have an appropriate time to review the bid sheet, please allow at least 5 business days from the time the bid sheet is posted/provided to ask any additional questions.	Per Amendment 2 Section 1.4 Schedule of Important Dates, Q&A post June 20 and Bids are due June 30 by 10:00 am (cst)
32	Section 1.4 pg 7	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. Because of the amount of analysis and approvals required for a contract of this size, please confirm the State will allow 10 business days between the day responses to questions are published and the bid due/opening date. If answers are not provided 10 business days prior to the scheduled bid due date, please revise the bid due date to be 10 business days after answers are posted.	Per Amendment 2 Section 1.4 Schedule of Important Dates, Q&A post June 20 and Bids are due June 30 by 10:00 am (cst).  The allotted time frame has been determined to be sufficient by the State.
33	Section 1.4 pg 7	Please confirm the PPRB submission deadline is an internal deadline for MS procurement.	Confirmed.
34	Section 1.6 pg 8	To allow for appropriate time to compile and/or schedule sufficient time to submit a bid, please confirm that at least ten (10) business days will be allotted between any final published amendment and date the IFB is due.	Per Amendment 2 Section 1.4 Schedule of Important Dates, Q&A post June 20 and Bids are due June 30 by 10:00 am (cst).  The allotted time frame has been determined to be sufficient by the State.
35	Section 1.8 pg 9	Under what circumstances would the State reject a bid?	Any circumstance that lead the submitter to be unresponsive, irresponsible or under any circumstance determined in the State's best interest in accordance with Department of Finance and Administration policies and procedures.
36	Section 2 pg 11	What type of waivers would MSDH anticipate obtaining?	Any and all waivers available to the WIC program.

37	Section 2.1 pg 11	Please confirm signing Appendix B-1 is sufficient to indicate certification of requirements in this section.	Yes.
38	Section 2.1.6 pg 12	Please change the verbiage in this section from "yields same net cost per ounce" to "yields same percentage discount".	MSDH WIC will not make this change.
39	Section 2.1.7 pg 12	Please change the verbiage in this section from "yields same net cost per ounce" to "yields same percentage discount".	MSDH WIC will not make this change.
40	Section 2.1.7 pg 12	Please confirm that the State will substitute an appropriate alternate brand and/or form of the Contractor's product line prior to issuing a non-contract brand. If not confirmed, please list all the reasons why the State will not substitute an appropriate alternate brand and/or form of the contracted infant formula prior to issuing a non-contract brand.	Not confirmed. Substitution decisions will be determined by the circumstances of the unavailability of the contract brand infant formula and the needs of participants and the MSDH WIC Program at the time of the unavailability, in order to enable MSDH WIC to meet its obligations under the federal regulations.
41	Section 2.2.2 pg 14	The last regulation stated in this section is incorrect. Please correct the regulation to the appropriate citation.	Federal WIC code - 7 C.F.R. 246.16a(c)(7)(iii-iv).
42	Section 2.3 pg 15	Does the State plan on continuing with the policy of no non-contract use even if the winning manufacturer does not produce a rice-starch type product?	Yes.
43	Section 2.5 pg 16	What percentage of issued formula benefits are redeemed?	In March 2025, 62% of issued contract formula was redeemed.
44	Section 2.5 pg 17	Please confirm a manufacturer is not billed for rebates for infant formula issued to children. If not confirmed, please provide the monthly average number of children receiving infant formula.	Confirmed.
45	Section 2.6 pg 17	Please confirm that 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 begin when the fraud or illegal activity is detected?	Denied. The provision in the IFB is consistent with FNS Memo WIC 1996-6. No exception is required. This provision stands as written in the IFB.
46	Section 2.6 pg 17	Per FNS Memo WIC 1996-6 - Section (2) Billing Discrepancies states that the IFB and contract should state a reasonable time period in which each party must alert the other to any billing discrepancies. Please correct this section to allow both parties the same amount of reasonable time to alert the other party of a dispute or billing error.  If the above is not confirmed please describe why this section of the FNS memo is not being adhered to.	Contractor must notify MSDH of any dispute or error in rebate invoice within 180 days. MSDH must notify the Vendor of any dispute or error in rebate invoice within 180 days.
47	Section 3.1 pg 18	Please confirm that bidders may communicate with MSDH regarding any issues that do not pertain to the IFB ie: direct shipment communication, updates for exempt formula, et al.	Confirmed.

48	Section 3.9 pg 20	This section states bidders must submit one typed original and two copies of the bid. This conflicts with the language in Section 1.2 which states one original and one copy of the bid. Please provide clarification for the number of copies required for bid submission.	Copies required are Original, One copy and copy contained on Jump drive
49	Section 3.9.1.B.2 pg 20	Please revise this section to “The manufacturer must provide their nationally published lowest national truckload price...”	Revised. The manufacturer must provide their nationally published lowest national wholesale truckload price per unit for iron-fortified milk and soy-based infant formulas as of the date bids must be submitted.
50	Section 3.9.1.C.1 pg 21	Please confirm that if an offeror is a wholly owned subsidiary of a publicly-traded parent corporation and as such does not prepare its own financial statements or reports, that the parent company’s financial reports which include information about the offeror and were filed with the applicable entity overseeing financials in the parent company’s principle place of business would be sufficient to meet all requirements. If not confirmed, please list what additional information would need to be submitted to meet the State’s requirements.	I understand their premise but its listed as Manufacturer so the Manufacturer would still be required and should have their own statements even if a part of the parent company.
51	Section 3.9.1.C.1 pg 21	Most corporate annual reports are hundreds of pages, given this, would it be acceptable to either provide a link to the public website where it is posted or provide a copy on a jump drive?	A link or jump drive is acceptable. MSDH is not responsible for any technical issues with viewing the required documents via the link or jump drive.
52	Section 3.10 pg 22	This Section conflicts with the requirements of the Mississippi Procurement Manual. Please confirm that the provisions of the Mississippi Procurement Manual govern over conflicting provisions in this Section.	Confirmed.
53	Section 4.13.b pg 24	This Section refers to “Contract Bank” which is an undefined term. Please clarify how this provision applies to the Manufacturer or remove this Section.	Remove: b. The State of Mississippi shall have no liability to pay the Contract Bank except as specifically provided in this contract.
54	Participation by Category pg 26	It is important for a manufacturer to understand the amount of formula being provided to accurately forecast future production. Since the data reflects that ~75% of the PBF infants fall into the Infant PBF> MAX, please provide the AVERAGE infant formula allotment the State is issuing by baby age for infants in the Infant PBF> MAX category.	See Table 1 (tab)

55	Appendix A pg 28	Please confirm it is not a requirement to be registered with PayMode given this is a rebate contract where we are paying the State.	If applicable, the State of Mississippi, Department of Finance and Administration (DFA), requires new vendors to register for electronic payment via the State's e-payment and remittance channel. These requirements are outlined in DFA's Administrative Rule - Mandatory E-Payments to Vendors effective July 1, 2006, and available at <a href="https://www.dfa.ms.gov/sites/default/files/MMRS%20Home/MMRS%20Application/PayMode/20100707-admin-rule-mandatory-epayment-and-invoicing-effective-20100805-1.pdf">https://www.dfa.ms.gov/sites/default/files/MMRS%20Home/MMRS%20Application/PayMode/20100707-admin-rule-mandatory-epayment-and-invoicing-effective-20100805-1.pdf</a> .
56	Appendix A pg 28	The State is requesting responses for the last two bulleted questions but did not provide the ___YES___NO options similar to the earlier questions. Does the State just want a typed response entered at the end of the question or is signing the form sufficient to indicate compliance for these two questions?	Please respond to the last two bulleted questions with a typed response in addition to signing the form.
57	Appendix D pg 33	Please confirm the IFB Rfx number is sufficient to enter for the field labeled "Award Number or Project Name"? If not confirmed, please clarify what should be entered for this field.	The Rfx number is sufficient.
58	Blank page pg 35	Please confirm page 35 of 44 was intended to be blank and advise if any pages are missing since the following page is identified as 36 of 54 versus 36 of 44.	No missing pages, just misnumbered error.
59	Appendix F pg 36	Please advise if this document is required for bid submission	Appendix F is required
60	Appendix G pg 38	Please advise if this document is required for bid submission	Appendix G is required
61	Appendix G, Section 37 pg 46	Please allow termination rights for contractors with an 18-month notification requirement. 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.	<p>Mississippi's competitive procurement process is governed by state statutes, regulations, and policies including, but not limited to, the Mississippi Procurement Manual, the Personal Service Contract Review Board (PPRB) Rules and Regulations, and applicable sections of the Mississippi Code. These authorities establish both the framework and the requirements under which all procurement activities must occur.</p> <p>1. Contractual Terms Determined by the State Under the principles of public procurement, including Mississippi law, the procuring agency—as a party acting on behalf of the State—is authorized to define the terms and conditions of solicitations and resulting contracts. These terms are structured to: maximize competition; ensure transparency and fairness; safeguard the public interest; maintain compliance with oversight requirements; and align with budgetary and programmatic obligations. The inclusion of unilateral termination rights for the State (commonly referred to as "termination for convenience") reflects the State's fiduciary duty to its taxpayers and the need for flexibility</p>

			<p><b>2. Contractor Termination Rights and Risk Allocation</b></p> <p>While contractors may not always be granted parallel termination-for-convenience rights, they are not without remedies. Contractors retain the right to: terminate for cause under standard legal doctrines (e.g., breach of contract, impossibility, or mutual agreement); negotiate specific limitations or terms during the contracting process (where allowed); and seek damages or equitable relief through legal avenues, should the State exercise its termination rights in bad faith. It is important to note that termination clauses are not inherently one-sided but are instead carefully calibrated to reflect the differing roles, responsibilities, and risks of public vs. private parties. The State, as the steward of public funds, carries unique obligations that necessitate broader termination authority.</p> <p><b>3. Statutory and Regulatory Compliance</b></p> <p>The provisions included in MSDH's contract templates are compliant with: Mississippi Code Annotated § 31-7-13 and related procurement statutes; the PPRB Rules and Regulations, including Chapters 3 and 4 on source selection and contract administration; the Mississippi Procurement Manual (particularly Chapters 3.101–3.106), which outlines permissible terms and agency discretion.</p> <p><b>4. No Obligation to Modify Competitive Terms</b></p> <p>As per competitive procurement norms, MSDH is under no obligation to modify the standard contract terms in response to individual vendor preferences unless such modifications are determined to be in the best interest of the State and compliant with applicable regulations. Permitting contractor-initiated termination could undermine continuity of services, introduce budgetary uncertainty, and jeopardize program effectiveness.</p>
62	2 Page Document with State Seal	The State supplied a two-page document attached to the email notification. This document is not on the website. Please confirm if this document is required for bid submission. If required, please include this in a completed checklist.	All Amendments provided are required to be completed Per Section 1.5 Questions and Answers

63	2 Page Document with State Seal	<p>If this is required for bid submission, please clarify the following fields are the only ones required to be completed.</p> <ul style="list-style-type: none"> <li>• Vendor No &amp; Vendor Name and Address</li> <li>• Vendor Telephone Number</li> <li>• Title</li> <li>• Date</li> <li>• Name of Bidder</li> <li>• Signature of Authorized Bidder</li> </ul> <p>If not confirmed, please identify any additional elements that require completion and provide clarity on what is needed since the information on page 2 does not seem applicable for a rebate contract.</p> <p>If this document is required, please confirm if both versions are required for submission or if only the one reflecting the current submission date is required.</p>	All fields on Appendix B-1, page 30 of 44 are required to be completed.
64	Appendix B – Rebate Bid Sheet	The citation referenced directly under the bid table appears to be incorrect and includes an “(i)” citation that does not exist. Please correct with the appropriate citation.	Section 246.16a(c)(5)(i) does exist. This came directly from USDA-FNS

**Table 1**

<b>Product Name</b>	<b>Physical Form</b>	<b>Container Size (oz)</b>	<b>Age in Months</b>	<b>PBF &gt; Max (Some Breastfeeding) Average Units Issued</b>
Enfamil Gentlese	Powder	12.4	0-1 Months	8
Enfamil Gentlese	Powder	12.4	1-3 Months	9
Enfamil Gentlese	Powder	12.4	4-5 Months	10
Enfamil Gentlese	Powder	12.4	6-11 Months	7
Enfamil Reguline	Powder	12.4	0-1 Months	7
Enfamil Reguline	Powder	12.4	1-3 Months	8
Enfamil Reguline	Powder	12.4	4-5 Months	9
Enfamil Reguline	Powder	12.4	6-11 Months	0
Enfamil Infant	Powder	12.5	0-1 Months	8
Enfamil Infant	Powder	12.5	1-3 Months	9
Enfamil Infant	Powder	12.5	4-5 Months	10
Enfamil Infant	Powder	12.5	6-11 Months	7
Enfamil AR	Powder	12.9	0-1 Months	7
Enfamil AR	Powder	12.9	1-3 Months	9
Enfamil AR	Powder	12.9	4-5 Months	10
Enfamil AR	Powder	12.9	6-11 Months	7
Enfamil Prosobee	Powder	12.9	0-1 Months	9
Enfamil Prosobee	Powder	12.9	1-3 Months	8
Enfamil Prosobee	Powder	12.9	4-5 Months	9
Enfamil Prosobee	Powder	12.9	6-11 Months	7
Enfamil Infant	Concentrate	13	0-1 Months	31
Enfamil Infant	Concentrate	13	1-3 Months	31
Enfamil Infant	Concentrate	13	4-5 Months	0
Enfamil Infant	Concentrate	13	6-11 Months	21
Enfamil Prosobee	Concentrate	13	0-1 Months	0
Enfamil Prosobee	Concentrate	13	1-3 Months	0
Enfamil Prosobee	Concentrate	13	4-5 Months	0
Enfamil Prosobee	Concentrate	13	6-11 Months	24
Enfamil Infant	Ready to Use	32	0-1 Months	0
Enfamil Infant	Ready to Use	32	1-3 Months	0
Enfamil Infant	Ready to Use	32	4-5 Months	0
Enfamil Infant	Ready to Use	32	6-11 Months	0
Enfamil Prosobee	Ready to Use	32	0-1 Months	0
Enfamil Prosobee	Ready to Use	32	1-3 Months	0
Enfamil Prosobee	Ready to Use	32	4-5 Months	0
Enfamil Prosobee	Ready to Use	32	6-11 Months	0