

IDAHO

State of Idaho

Participating Addendum**Purchase Order Summary**

Purchase Order Number: PADD19200325
Account Number: AC-1
Purchase Order Date: January 16, 2019
Service Start Date: January 29, 2019
Service End Date: January 28, 2022
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination
Attachment(s):

Supplier

Daniel Vogelhuber
 ABBOTT LABORATORIES INC.
 624 Cleveland Ave
 Columbus, OH 43215
Phone: 614 624-7660
Fax: 614 624-0068
Email: Daniel.vogelhuber@abbott.com

Contract Number:**Bill To Address**

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 304 N 8th Street Rm 403
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 304 N 8th Street Rm 403
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

This PADD is for Formula Rebates for Women, Infants and Children (WIC) pursuant to NASPO ValuePoint Master Agreement (8327 administered by the State of Oregon). This Contract is for the benefit of State of Idaho agencies, institutions, and departments; as well as eligible political subdivisions or other "Public Agencies" as defined by Idaho Code, Section 67-2327. The Division of Purchasing or the requisitioning agency will issue individual releases (delivery or purchase orders) against this Contract on an as needed basis. This contract is to be drawn upon as requested by Participating Agencies for the period noted above and may be renewed for three (3) additional years, at increments determined by NASPO ValuePoint for a total term not anticipated to exceed six (6) years.

PADD Title: Formula Rebates for Women, Infants and Children (WIC)

PADD Usage Type: Mandatory Use

Public Agency Clause: Yes

PADD Administrator: Chelsea Robillard

Phone Number: 208-332-1607

Fax Number: 208-327-7320

Email: chelsea.robillard@adm.idaho.gov

Contractors Primary Contacts:

Kori Stenzel, Abbott Nutrition

Phone Number: 614-624-5816

Email: kori.stenzel@abbott.com

Beatrice Okatch, Abbott Nutrition

Phone Number: 614-624-3443


Email: beatrice.okatch@abbott.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.


QUANTITIES: The State of Idaho, Division of Purchasing, can only give an approximations of quantities and will not be held responsible for figures given in this document.

Original Contract: January 29, 2019 - January 28, 2022 \$6,500,000.00

TOTAL CONTRACT: \$6,500,000.00

Supplier Part Number	Quantity	Items		Unit	Unit Price	Total
		Back Order				
	3.00	0		ANN	6,500,000.00	\$19,500,000.00
Item Description	#1					
	Formula Rebates for Women, Infants and Children (WIC) 					
Delivery Date:	January 29, 2019					
Shipping Method:	Delivery					
Shipping Instructions:						
Ship FOB:	Destination					
Attachment(s)						
Special Instructions:						

Sub-Total (USD)	\$19,500,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$19,500,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature :



Signed By : Chelsea Robillard



**FORMULA REBATES FOR WOMEN,
INFANTS AND CHILDREN (WIC)**
Led by the State of Oregon

Master Agreement #: 8327

Contractor: **ABBOTT NUTRITION**
Participating Entity: **STATE OF IDAHO**

Master Agreement Terms and Conditions:

1. **Scope:** This Participating Addendum ("PADD") covers the NASPO ValuePoint Master Agreement for Formula Rebates for Women, Infants and Children (WIC) led by the State of Oregon for use by members of the NASPO ValuePoint/WIC Infant Formula Alliance. Alliance members, unless included in the Tribal Exemption below, must have prior approval from their State's Chief Procurement Official.

This Master Agreement includes both Milk-Based Infant Formula Rebates and Soy-Based Infant Formula Rebates.

2. **Participation:** This ValuePoint Master Agreement is only available to the current members of the NASPO ValuePoint/WIC Infant Formula Alliance listed below. Per federal regulations, no state or eligible organization can be added to this agreement. This requirement shall remain in effect through the lift of the contract.

NASPO ValuePoint/WIC Infant Formula Alliance: State of Alaska American Samoa, State of Arizona, Commonwealth of the Northern Mariana Islands (CNMI), State of Delaware, District of Columbia, Guam, State of Hawaii, State of Idaho, Inter Tribal Council of Arizona (ITCA), Inter-Tribal Council of Nevada (ITCN), State of Kansas, State of Maryland, State of Montana, Navajo Nation, State of Nevada, State of Oregon, Osage Nation, Pueblo of Isleta, State of Utah, U.S. Virgin Islands, State of Washington, State of West Virginia and State of Wyoming, hereafter referred to as the Participating Entities.

Tribal Exemption: Tribal government and/or Tribal organizations that are part of the Alliance may contract directly with Abbott Nutrition in accordance with their own Tribal procurement policies. They are exempt from state approval requirements.

3. **Term and Renewal:** Per federal regulations governing the Master Agreement term for this contract, the initial term is for three (3) years, beginning **January 29, 2019**, and continuing through January 28, 2022. The contract may be extended for an additional three (3) years in 1-year, 2-year, or 3-year increments, not to exceed six (6) years from the January 29, 2019 start date.

A Participating Addendum may be signed by both parties prior to the initial term but will not go into effect until January 29, 2019.

4. **Participating State Modifications or Additions to Master Agreement:** The following modifications or additions apply only to actions and relationships within the Participating State and supplement and/or add to the Master Agreement ("Contract").

- a. **Parties.** The parties to this PADD are Abbott Nutrition, Abbott Laboratories("Contractor") and

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INFANTS AND CHILDREN (WIC)**

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the State of Idaho by and through its statutory agent, the Division of Purchasing within the Department of Administration ("State") on behalf of the entities identified in the paragraph titled "Scope" of this PADD (Purchasing Entities).

- b. **Restrictions.** Purchases under this PADD are restricted to WIC Infant Formula Rebates offered by the Contractor and are listed on the Master Agreement Pricing Sheet provided to and accepted by the State of Idaho.
- c. **Governing Law.** The State of Idaho's PADD and all purchase orders issued thereunder by Purchasing Entities shall be construed in accordance with and governed by the laws of the State of Idaho, and the parties hereto consent to the jurisdiction and exclusive venue of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to the PADD. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- d. **Assignment.** Contractor shall not assign this PADD, or its rights, obligations, or any other interest arising from this PADD, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PADD, at the option of the State. All rights of action, however, for any breach of the PADD are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.

- e. **Amendments.** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the State of Idaho elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) business days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 5.g will result in the Master Agreement amendment automatically being incorporated in this PADD.
- f. **Priority of Documents.** This PADD consists of and precedence is established by the order of the following documents:
 - 1. This PADD; and



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2. The Master Agreement (including Contract Order of Precedence).

The parties intend to include all items necessary for the proper completion of the scope of work. The documents set forth above are complementary and what is required by one shall be binding as if required by all. However, in the case of any conflict or inconsistency arising under the documents, a lower numbered document shall supersede a higher numbered document to the extent necessary to resolve any such conflict or inconsistency. Provided, however, that in the event an issue is addressed in one of the above-mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur.

Where terms and conditions specified in the Contract differ from the terms in this PADD, the terms and conditions of this PADD shall apply.

g. Terms and Conditions in the Master that Do Not Apply to this PADD. Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PADD:

1. Waive the sovereign immunity of the State of Idaho;
2. Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states;
3. Limit the time in which the state of Idaho, its agencies, or political subdivisions of the State of Idaho may bring a legal claim to a period shorter than that provided in Idaho law;
4. Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,
5. Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.
6. Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
7. Hold employees or officers of the State of Idaho and of political subdivisions of the State of Idaho personally liable.

h. Product Additions and Deletions. Over the term of the PADD, product needs or volumes may change and products may be added to or deleted from the Master Agreement Pricing Sheet by an amendment(s) to the PADD. Should the State request products to be added, Contractor will contact the Division of Purchasing and advise of any obstructions to adding the product.



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5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Kori Stenzel, Manger WIC Contracts
Address:	Abbott Nutrition, Abbott Laboratories 3300 Stelzer Road Columbus, OH 43219
Telephone:	614-624-5816
Fax:	
Email:	kori.stenzel@abbott.com

Participating Entity

Name:	Chelsea Robillard
Address:	State of Idaho, Division of Purchasing 304 N. 8 th Street, Room 403 Boise, ID 83709
Telephone:	208-332-1607
Fax:	208-327-7320
Email:	Chelsea.Robillard@adm.idaho.gov

6. **Applicable Terms:** The State agrees to the terms of the Master Agreement only to the extent the terms are not in conflict with this PADD or with State law.
7. **Records Maintenance:** The Contractor shall maintain or supervise the maintenance of all financial records necessary to properly account for all payments made to the Contractor for the costs authorized by the PADD. These financial records shall be retained by the Contractor for at least three (3) years after the PADD terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.
8. **Entire Agreement:** This PADD and the Master Agreement together with their exhibits and attachments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PADD and the Master Agreement, together with their exhibits and attachments, shall not be added to or incorporated into this PADD or the Master Agreement or their exhibits and attachments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this

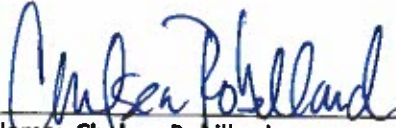

NASPO ValuePoint
PARTICIPATING ADDENDUM



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PADD and the Master Agreement and their exhibits and attachments shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Idaho	Contractor: Abbott Nutrition, Abbott Laboratories
Signature: 	Signature: 
Name: Chelsea Robillard	Name: Kori Stenzel
Title: Purchasing Officer	Title: Manager, WIC Contracts
Date: 1/11/19	Date: 1/11/2019

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(907) 723-3360
Email:	tfosket@naspovaluepoint.org

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
 to support documentation of participation and posting in
 appropriate data bases.]***

