



Nestlé Infant Nutrition
Gerber Products Company
12 Vreeland Road • Box 697
Florham Park, New Jersey 07932-0697



ORIGINAL

Bid for the Infant Foods Rebate System
for the States of Delaware, Maryland, New Jersey,
and West Virginia and the Commonwealths of
Pennsylvania,
Puerto Rico, Virginia, the US Virgin Islands and
the District of Colombia

RFQ # WIC90120

Gerber Products Company d/b/a Nestlé Infant Nutrition

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Nestlé Infant Nutrition
Gerber Products Company
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i. QUALIFICATION



Nestlé Infant Nutrition
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i. Qualification

Services Requested Narrative

Gerber Products Company d/b/a Nestlé Infant Nutrition is a leader in early childhood nutrition, baby food manufacturing, infant nutrition research, infant nutrition consumer services, baby food distribution, and retail support services.

In this proposal, Nestlé Infant Nutrition illustrates its expansive organization, personnel and WIC experience to meet the requirements of the Infant Foods Rebate System for the States of Delaware, Maryland, New Jersey, and West Virginia and the Commonwealths of Pennsylvania, Puerto Rico, Virginia, the US Virgin Islands and the District of Columbia for implementation by October 1, 2009.

In reference to p. 4, Exhibit 4 of this RFQ, Nestlé Infant Nutrition will not extend the prices, terms and conditions of the bid to all political subdivisions of the state. This bid is subject to direct WIC purchases only.

Please note: This proposal applies to the States of Delaware, Maryland, New Jersey, and West Virginia, the Commonwealths of Pennsylvania and Virginia and the District of Columbia (hereafter referred to as the States). Information applicable to the US Virgin Islands and Puerto Rico is listed separately under Tab V. – Additional Information.

Personnel and Partnership: Nestlé Infant Nutrition pursues excellence in partner communication

Upon award of this contract, the States will be assigned a Nestlé Infant Nutrition WIC Team including a key business contact, a business administrator, an accounts payable associate, a medical marketing representative, and a retail sales representative.

Manufacturing & Capacity: Nestlé Infant Nutrition's infant foods capacity leads the industry

Nestlé Infant Nutrition owns and operates two major production facilities for infant foods located in Fremont, MI and Ft. Smith, AR. These two facilities supply 73%¹ of all U.S. baby food dollar sales.

According to the RFQ, the States' WIC programs offer infant foods to 249,260 infants, which represent 6%² of the U.S. infant population. With two manufacturing facilities, Nestlé Infant Nutrition maintains sufficient capacity to meet the requirements of this RFQ.

¹ A.C. Nielsen, 12 weeks ending January 24, 2009

² 4.134 million births annually, National Center for Health Statistics www.cdc.gov/nchs/fastats/births.htm



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Quality: Nestlé Infant Nutrition has high standards for quality

Nestlé Infant Nutrition has extensive quality control and product safety policies and procedures in place to ensure the quality and safety of our products. These policies and procedures include, but are not limited to, the following:

- **Formulation:** Qualified Food Scientists develop our formulations as well as define quality attributes including chemical and physical parameters, nutrition parameters and requirements, and sensory attributes that form the basis for both raw material and finished product specifications. Requirements are translated into approved specifications, and these specifications are then transferred to the manufacturing location for implementation.
- **Regulatory:** Nestlé Infant Nutrition's Regulatory Department reviews all formulations to assure compliance with regulatory requirements and develops all Nutrition Facts panels and ingredient listings.
- **Ingredients and Packaging:** Nestlé Infant Nutrition, and/or an authorized Third Party, audits raw material suppliers to ensure compliance with Nestlé Infant Nutrition specifications and quality requirements as well as FDA regulations. All ingredients and packaging materials used in the manufacturing of infant foods have approved specifications. Raw materials are also sampled/tested to verify they meet Nestlé Infant Nutrition specifications.
- **Manufacturing:** All product production follows Good Manufacturing Practices (GMP's) and approved and validated HACCP plans. Products are processed, packaged and labeled in accordance with Nestlé Infant Nutrition specifications and all applicable regulations. Our manufacturing plants follow detailed procedures for handling and storage of raw materials, formula production and packaging. Manufacturing lines undergo environmental monitoring to ensure microbiological specifications are met. Specification parameters are monitored during and after production. Quality attributes are verified through specific tests as well as sensory analysis of the finished products.
- **Complaint Monitoring:** Our consumer 1-800 number is available to consumers 24 hours a day, 365 days a year. We monitor all consumer calls and have a defined process for escalation and resolution.

Infant Nutrition Research & Education: *START HEALTHY, STAY HEALTHY™*

Nestlé Infant Nutrition sponsored the largest single infant and toddler dietary intake survey in 2002: Feeding Infants and Toddlers (FITS). This study has served as the basis for our product innovation and consumer communication and education. Our mission is to help parents raise happy, healthy babies, by providing nutrition education and assistance to choose the right foods that help develop long-term healthy eating habits. This is encompassed in our *START HEALTHY, STAY HEALTHY™* initiative.



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In 2008, we initiated another FITS study. Data collection occurred from June 2008 through December 2008. Initial findings are expected to be made public in late 2009.

The FITS studies provide valuable information on the food and nutrient intakes of infants and toddlers. FITS 2002 collected data on infants and toddlers from 4 through 24 months. FITS 2008 was expanded to include infants and toddlers from newborn through 48 months. Sample size for FITS 2002 was 3,022 infants and toddlers. FITS 2008 will have a sample size of approximately 3,200 infants and toddlers (0-48 months).

Consumer Services: Nestlé Infant Nutrition is available 24 hours a day, 365 days a year, in multiple languages

Nestlé Infant Nutrition wholly owns and operates the *START HEALTHY, STAY HEALTHY™* Resource Center, staffed with experts in feeding, food and formula, and breastfeeding. Our experts provide helpful information and assistance to consumers. This service is available in multiple languages and operates 24 hours a day, 365 days a year.

Contract Execution Management

Nestlé Infant Nutrition has strong experience in contract change-over and execution management. We have recently executed contract change-over for Pennsylvania's Infant Formula contract effective October 1, 2008, and for New York's Infant Cereal contract effective February 2, 2009.

Should Nestlé Infant Nutrition be awarded the States' contract, Nestlé Infant Nutrition would assign a WIC team and would, together with the States, develop a plan to ensure a successful implementation and execution. Our WIC team would coordinate and supply education materials for use with WIC Staff, participants and authorized vendors. Nestlé Infant Nutrition's Medical Marketing representative would be available to provide staff training. Our sales force would execute retail training including headquarter information updates, as well as store-level cashier and stocking training. This extensive retail sales force, provides store-level stocking and merchandising services to 28,000 retail stores nation-wide, 3,593 of which are located in the Mid-Atlantic mainland states. Upon award, we will provide our full list of retailers in the States' region.

Experience in the Field of Work: Nestlé is the only potential offerer with current contract experience

Nestlé Infant Nutrition has extensive WIC contract experience in 29 states servicing 65%³ of all U.S. WIC infants. Nestlé's current experience as a sole-source infant foods contractor to WIC includes:

³ <http://www.fns.usda.gov/pd/wicmain.htm>, latest 6 month average ending November 2008



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Nestlé Infant Nutrition Current Sole-Source Infant Food Contracts

State	Product	Contract Provider Since	# of WIC Participants	% of Total US WIC Participants
California	Infant Cereal	1997	322,546	14.4%
Connecticut	Infant Cereal	1994	15,565	0.7%
Connecticut	Infant Formula	2006	15,565	0.7%
Delaware	Infant Cereal	1997	6,205	0.3%
District of Columbia	Infant Cereal	1997	5,184	0.2%
Florida	Infant Formula	2002	124,319	5.6%
Indiana	Infant Cereal	2009	44,251	2.0%
Kentucky	Infant Formula	2006	34,312	1.5%
Maine	Infant Formula	2006	5,802	0.3%
Maryland	Infant Cereal	1997	36,418	1.6%
Massachusetts	Infant Formula	2006	29,975	1.3%
Mississippi	Infant Cereal	2008	33,950	1.5%
Nevada	Infant Cereal	1997	16,491	0.7%
New Hampshire	Infant Formula	2006	4,672	0.2%
New Jersey	Infant Cereal	1997	41,914	1.9%
New York	Infant Cereal	2009	127,931	5.7%
North Dakota	Infant Formula	2001	3,340	0.1%
Ohio	Infant Cereal	2009	88,616	4.0%
Oklahoma	Infant Formula	2006	25,741	1.2%
Pennsylvania	Infant Cereal	1997	63,325	2.8%
Pennsylvania	Infant Formula	2008	63,325	2.8%
Rhode Island	Infant Formula	2006	6,181	0.3%
South Carolina	Infant Formula	2005	37,976	1.7%
Tennessee	Infant Formula	2004	48,320	2.2%
Texas	Infant Cereal	1990	236,363	10.6%
Virginia	Infant Cereal	1997	40,045	1.8%
West Virginia	Infant Cereal	1997	12,725	0.6%
Wisconsin	Infant Cereal	2009	30,324	1.4%
Wisconsin	Infant Formula	2006	30,324	1.4%

Total Nestlé Infant Nutrition **1,442,486** **65%**

<http://www.fns.usda.gov/pd/wicmain.htm>, latest 6 month average ending November 2008



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ii. FINANCIAL REPORT

Extract from the Financial Statements

Consolidated income statement for the year ended 31 December 2008

In millions of CHF	Notes	2008	2007
Sales	3	109 908	107 552
Cost of goods sold		(47 339)	(45 037)
Distribution expenses		(9 084)	(9 104)
Marketing and administration expenses		(35 832)	(36 512)
Research and development costs		(1 977)	(1 875)
EBIT Earnings Before Interest, Taxes, restructuring and impairments	3	15 676	15 024
Net other income/(expenses)	4		
Other income		9 426	695
Other expenses		(2 124)	(1 285)
		7 302	(590)
Profit before interest and taxes		22 978	14 434
Net financing cost	5		
Financial income		102	576
Financial expense		(1 247)	(1 492)
		(1 145)	(916)
Profit before taxes and associates		21 833	13 518
Taxes	7	(3 787)	(3 416)
Share of results of associates	8	1 005	1 280
Profit for the period		19 051	11 382
of which attributable to minority interests		1 012	733
of which attributable to shareholders of the parent (Net profit)		18 039	10 649
As percentages of sales			
EBIT Earnings Before Interest, Taxes, restructuring and impairments		14.3%	14.0%
Profit for the period attributable to shareholders of the parent (Net profit)		16.4%	9.9%
Earnings per share (in CHF)			
Basic earnings per share ^(a)	9	4.87	2.78
Fully diluted earnings per share ^(a)	9	4.84	2.76

^(a) 2007 comparatives have been restated following 1-for-10 share split effective on 30 June 2008.

Extract from the Financial Statements

Consolidated balance sheet as at 31 December 2008

before appropriations

In millions of CHF	Notes	2008	2007
Assets			
Current assets			
Cash and cash equivalents	19	5 835	6 594
Short-term investments	19	1 296	2 902
Trade and other receivables	10/19	13 442	14 890
Current income tax receivables		889	531
Assets held for sale		8	22
Inventories	12	9 342	9 272
Derivative assets	11/19	1 609	754
Prepayments and accrued income		627	805
Total current assets		33 048	35 770
Non-current assets			
Property, plant and equipment	13	21 097	22 065
Investments in associates	8	7 796	8 936
Deferred tax assets	7	2 842	2 224
Financial assets	19	3 868	4 213
Employee benefits assets ^(a)	16	60	1 513
Goodwill	14	30 637	33 423
Intangible assets	15	6 867	7 217
Total non-current assets		73 167	79 591
Total assets		106 215	115 361

^(a) 2007 comparatives have been restated following first application of IFRIC 14 (refer to Note 32).

Extract from the Financial Statements

In millions of CHF	Notes	2008	2007
Liabilities and equity			
Current liabilities			
Trade and other payables	19	12 608	14 179
Liabilities directly associated with assets held for sale		-	7
Financial liabilities	19	15 383	24 541
Current income tax payables		824	856
Derivative liabilities	11/19	1 477	477
Accruals and deferred income		2 931	3 266
Total current liabilities		33 223	43 326
Non-current liabilities			
Financial liabilities	19	6 344	6 129
Employee benefits liabilities	16	5 464	5 165
Deferred tax liabilities ^(a)	7	1 341	1 558
Other payables		1 264	1 091
Provisions	18	3 663	3 316
Total non-current liabilities		18 076	17 259
Total liabilities		51 299	60 585
Equity			
Share capital	21	383	393
Treasury shares		(9 652)	(8 013)
Translation reserve		(11 103)	(6 302)
Retained earnings and other reserves		71 146	66 549
Total equity attributable to shareholders of the parent ^(a)		50 774	52 627
Minority interests		4 142	2 149
Total equity		54 916	54 776
Total liabilities and equity		106 215	115 361

^(a) 2007 comparatives have been restated following first application of IFRIC 14 (refer to Note 32).

Extract from the Financial Statements

Consolidated cash flow statement for the year ended 31 December 2008

In millions of CHF	Notes	2008	2007
Operating activities ^(a)			
Profit for the period		19 051	11 382
Non-cash items of income and expense	22	(6 157)	2 097
Decrease/(increase) in working capital	22	(1 787)	82
Variation of other operating assets and liabilities	22	(344)	(122)
Operating cash flow		10 763	13 439
Investing activities			
Capital expenditure	13	(4 869)	(4 971)
Expenditure on intangible assets	15	(585)	(619)
Sale of property, plant and equipment	13	122	323
Acquisition of businesses	23	(937)	(11 232)
Disposal of businesses	24	10 999	456
Cash flows with associates		266	264
Other investing cash flows		(297)	26
Cash flow from investing activities		4 699	(15 753)
Financing activities			
Dividend paid to shareholders of the parent	21	(4 573)	(4 004)
Purchase of treasury shares	22	(8 696)	(5 455)
Sale of treasury shares and options exercised		639	980
Cash flows with minority interests		(367)	(205)
Bonds issued	19	2 803	2 023
Bonds repaid	19	(2 244)	(2 780)
Increase in other non-current financial liabilities		374	348
Decrease in other non-current financial liabilities		(168)	(99)
Increase/(decrease) in current financial liabilities		(6 100)	9 851
Decrease/(increase) in short-term investments		1 448	3 238
Cash flow from financing activities		(16 884)	3 897
Currency retranslations		663	(267)
Increase/(decrease) in cash and cash equivalents		(759)	1 316
Cash and cash equivalents at beginning of period		6 594	5 278
Cash and cash equivalents at end of period	22	5 835	6 594

^(a) Presentation was amended (refer to section Changes in presentation on page 20).

Extract from the Financial Statements

3. Segmental information

3.1 By management responsibility and geographic area

In millions of CHF

2007

	Zone Europe	Zone Americas	Zone Asia, Oceania and Africa	Nestlé Waters	Nestlé Nutrition
Segment revenues and results					
Sales ^(a)	28 464	32 917	16 556	10 404	8 434
EBIT Earnings Before Interest, Taxes, restructuring and impairments	3 412	5 359	2 697	851	1 447
Segment assets and liabilities					
Segment assets	15 794	19 503	9 153	9 298	13 990
Non-segment assets ^(d)					
Total assets ^(d)					
of which goodwill and intangible assets	3 457	7 702	2 113	2 859	10 070
Segment liabilities	6 096	4 067	2 595	2 220	1 385
Non-segment liabilities ^(d)					
Total liabilities ^(d)					
Other segment information					
Capital additions	1 118	1 667	811	1 382	9 768
of which Capital expenditure	932	1 371	675	1 043	271
Depreciation of segment assets	878	753	458	527	155
Impairment of segment assets	85	66	13	243	-
Restructuring costs	89	15	60	237	46

2008

Segment revenues and results					
Sales ^(a)	28 153	33 134	17 130	9 589	10 375
EBIT Earnings Before Interest, Taxes, restructuring and impairments	3 446	5 489	2 826	573	1 797
Segment assets and liabilities					
Segment assets	13 899	18 815	8 668	8 245	13 262
Non-segment assets					
Total assets					
of which goodwill and intangible assets	3 140	7 044	1 852	2 245	9 564
Segment liabilities	4 860	3 748	2 461	1 691	1 339
Non-segment liabilities					
Total liabilities					
Other segment information					
Capital additions	1 247	1 525	774	1 051	504
of which Capital expenditure	904	1 359	663	768	355
Depreciation of segment assets	852	738	434	554	217
Impairment of segment assets	63	53	(1)	638	6
Restructuring costs	88	45	41	169	18

^(a) Mainly Nespresso and Food and Beverages Joint Ventures managed on a worldwide basis

^(d) Refer to the Segmental information section of the Accounting policies for the definition of Unallocated items.

Extract from the Financial Statements

Other Food and Beverages ^(a)	Unallocated items ^(b)	Inter-segment eliminations	Total Food and Beverages	Pharma	Total	
						Segment revenues and results
3 458			100 233	7 319	107 552	Sales ^(c)
548	(1 725)		12 589	2 435	15 024	EBIT Earnings Before Interest, Taxes, restructuring and impairments
						Segment assets and liabilities
1 792	13 140	(1 565)	81 105	7 120	88 225	Segment assets
						27 136 Non-segment assets ^(d)
						115 361 Total assets ^(d)
237	10 667		37 105	3 535	40 640	of which goodwill and intangible assets
768	796	(1 565)	16 362	1 090	17 452	Segment liabilities
						43 133 Non-segment liabilities ^(d)
						60 585 Total liabilities ^(d)
						Other segment information
272	135		15 153	1 483	16 636	Capital additions
269	134		4 695	276	4 971	of which Capital expenditure
31	146		2 948	263	3 211	Depreciation of segment assets
4	-		411	71	482	Impairment of segment assets
7	-		454	27	481	Restructuring costs
						Segment revenues and results
3 983			102 364	7 544	109 908	Sales ^(c)
696	(1 704)		13 103	2 573	15 676	EBIT Earnings Before Interest, Taxes, restructuring and impairments
						Segment assets and liabilities
2 052	11 991	(1 145)	75 787	7 122	82 909	Segment assets
						23 306 Non-segment assets
						106 215 Total assets
193	9 917		33 955	3 549	37 504	of which goodwill and intangible assets
754	721	(1 145)	14 429	1 110	15 539	Segment liabilities
						35 760 Non-segment liabilities
						51 299 Total liabilities
						Other segment information
307	188		5 596	753	6 349	Capital additions
304	188		4 541	328	4 869	of which Capital expenditure
106	93		2 994	255	3 249	Depreciation of segment assets
-	-		759	51	810	Impairment of segment assets
1	4		366	36	402	Restructuring costs

2007

2008

^(c) The analysis of sales by geographic area is stated by customer location. Inter-segment sales are not significant.

^(d) 2007 comparatives have been restated following first application of IFRIC 14 (refer to Note 32).

Extract from the Financial Statements

3.2 By product group

In millions of CHF

	Beverages	Milk products, Nutrition and Ice cream	Prepared dishes and cooking aids	Confectionery
2007				
Segment revenues and results				
Sales	28 245	29 106	18 504	12 248
EBIT Earnings Before Interest, Taxes, restructuring and impairments	4 854	3 744	2 414	1 426
Segment assets				
Segment assets	17 937	23 047	10 959	6 663
of which goodwill and intangible assets	3 374	10 318	4 167	1 021
Other segment information				
Capital additions	1 678	10 519	313	304
of which Capital expenditure	1 409	933	305	316
Impairment of segment assets	243	112	47	(1)
structuring costs	288	91	20	53
2008				
Segment revenues and results				
Sales	28 474	30 936	18 117	12 370
EBIT Earnings Before Interest, Taxes, restructuring and impairments	4 756	4 158	2 311	1 620
Segment assets				
Segment assets	18 218	28 203	10 716	6 682
of which goodwill and intangible assets	3 237	14 476	3 782	990
Other segment information				
Capital additions	1 375	1 058	434	534
of which Capital expenditure	1 159	896	387	329
Impairment of segment assets	647	68	23	1
Restructuring costs	197	80	49	22

(4) Refer to the Segmental information section of the Accounting policies for the definition of Unallocated items.

Extract from the Financial Statements

PetCare	Pharmaceutical products	Total segments	Unallocated items (a)	Total	
					Segment revenues and results
12 130	7 319	107 552		107 552	Sales
1 876	2 435	16 749	(1 725)	15 024	EBIT Earnings Before Interest, Taxes, restructuring and impairments
					Segment assets
15 652	6 704	80 962			Segment assets
11 347	3 286	33 513			of which goodwill and intangible assets
					Other segment information
496	1 363	14 673	1 963	16 636	Capital additions
402	155	3 520	1 451	4 971	of which Capital expenditure
10	71	482	-	482	Impairment of segment assets
2	27	481	-	481	Restructuring costs
					Segment revenues and results
12 467	7 544	109 908		109 908	Sales
1 962	2 573	17 380	(1 704)	15 676	EBIT Earnings Before Interest, Taxes, restructuring and impairments
					Segment assets
14 795	7 077	85 691			Segment assets
10 282	3 425	36 192			of which goodwill and intangible assets
					Other segment information
431	583	4 415	1 934	6 349	Capital additions
431	158	3 360	1 509	4 869	of which Capital expenditure
20	51	810	-	810	Impairment of segment assets
18	36	402	-	402	Restructuring costs

2007

2008



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iii. PRODUCTS



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iii. Products

Product Variety: Nestlé Infant Nutrition offers an expansive line of WIC-qualified infant foods

Teaching baby to enjoy a wide variety of foods is an important part of the baby food journey. Increasing the preference for a variety of food tastes and textures can lead to life-long healthy eating habits. That is why Nestlé Infant Nutrition introduced the *START HEALTHY, STAY HEALTHY™* Nutrition Guide: products and nutritional information to help moms choose the right nutrition and the right products at the right time, based on her child's readiness cues. All babies develop differently, Nestlé Infant Nutrition provides foods in both taste and texture varieties appropriate for varying stages of development.

Start Healthy, Stay Healthy™ Nutrition Guide

Start Healthy Stay Healthy Nutrition Guide

READINESS CUES

- Sits with help or support
- On tummy, pushes up on arms with straight elbows
- Moves pureed food forward and backward in mouth with tongue to swallow

- Sits independently
- Picks up and holds small object in hand
- Reaches for spoon or food when hungry
- Uses upper lip to help clear food off spoon

- Crawls with stomach off floor
- May pull self to stand
- Holds small foods between thumb and first finger
- Begins to use jaw to mash food

- Stands alone and begins to walk alone
- Feeds self easily with fingers
- Begins to use spoon and fork
- Bites through a variety of texture

- Runs well without falling
- Sits in a booster seat or child seat at family meals
- Chews more skillfully and efficiently
- May use spoon and fork well

Readiness cues and products by stage



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Gerber Products Company defined the baby food category with pureed canned vegetables in 1928. Since then, American parents have been choosing GERBER® brand infant foods to nourish their babies and ensure their healthy growth and development.

GERBER® Infant Foods Fruits & Vegetables

GERBER infant fruits and vegetables are made in the U.S. with select produce that meet Nestlé Infant Nutrition quality standards and do not contain any added starch, sugar, or salt. Available in 49 varieties, all of which qualify under the guidelines of this RFQ.



Single ingredient fruit and vegetable purees are ideal for baby's first solid foods.

1st FOODS® Fruits 2.5oz:

- Peaches
- Applesauce
- Pears
- Bananas
- Prunes

1st FOODS® Vegetables 2.5oz:

- Carrots
- Green Beans
- Peas
- Squash
- Sweet Potatoes



Single and combination fruits and vegetable purees offer a wide variety of flavors to encourage taste and texture variety.

2nd FOODS® Fruits 3.5oz:

- Apples & Cherries
- Apple Strawberry Banana
- Peaches
- Applesauce
- Pear Pineapple
- Pears
- Bananas

- Prunes with Apples
- Apricots with Mixed Fruit
- Banana with Apples & Pears
- Banana Mixed Berries
- Apple Blueberry
- Banana Orange Medley
- Banana Plum Grape

2nd FOODS® Vegetables 3.5oz:

- Carrots
- Green Beans
- Mixed Vegetables
- Peas
- Squash
- Sweet Potato
- Garden Vegetable
- Sweet Potato and Corn

Offering Gerber 2pk plastic items on WIC gives more variety and convenience and allows the states to execute with simplicity.



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2nd FOODS® Fruits 4oz:

2nd FOODS® Vegetables 4oz:

All of these items are Kosher Certified

Applesauce

Bananas

Pears

Apple Blueberry

Apple Strawberry Banana

Carrots

Green Beans

Peas

Squash

Sweet Potatoes



Made with the same select produce used for 1st Foods and 2nd Foods; these products are made for the older baby.

3rd FOODS® Fruits 6oz:

3rd FOODS® Vegetables 6oz:

Peaches

Applesauce

Pears

Bananas

Banana Strawberry

Squash

Sweet Potatoes

GERBER® Infant Meats



Made with meat and poultry that meet Nestlé Infant Nutrition quality standards, our meat and poultry items offer 2% - 6% daily value of iron in every 2.5oz serving. Gerber's infant food meats do not contain any added sugar or salt and are available in 6 varieties, all of which qualify under this RFQ:

Beef & Gravy

Chicken & Gravy

Ham & Gravy

Lamb & Gravy

Turkey & Gravy

Veal & Gravy

UPC Code	Brand Name	Product Name	Container Size	Container Type	Multipack	Multipack Units	Serving Size	CARBO-HYDRATE (gms per serving)	FRUIT(S) OR VEGETABLE(S)	Ingredients in order by weight	GEOGRAPHIC AVAILABILITY
0 15000 00431 6	GERBER® 2ND FOODS®	Applesauce	4.0	Glass	No	N/A	4.0	15	Fruit(s)	Apples, Ascorbic Acid (Vitamin C)	New - 3/30/09
0 15000 00435 4	GERBER® 2ND FOODS®	Bananas	4.0	Glass	No	N/A	4.0	25	Fruit(s)	Fully Ripened Bananas, Citric Acid, Ascorbic Acid (Vitamin C)	New - 3/30/09
0 15000 00434 7	GERBER® 2ND FOODS®	Pears	4.0	Glass	No	N/A	4.0	18	Fruit(s)	Pears, Ascorbic Acid (Vitamin C), Citric Acid	New - 3/30/09
0 15000 00447 7	GERBER® 2ND FOODS®	Apple Blueberry	4.0	Glass	No	N/A	4.0	14	Fruit(s)	Apples, Blueberries, Water, ascorbic Acid (Vitamin C)	New - 3/30/09
0 15000 00427 9	GERBER® 2ND FOODS®	Apple Strawberry Banana	4.0	Glass	No	N/A	4.0	14	Fruit(s)	Apples, Strawberry Puree, Fully Ripened Bananas, Ascorbic Acid (Vitamin C)	New - 3/30/09
0 15000 00411 8	GERBER® 2ND FOODS®	Carrots	4.0	Glass	No	N/A	4.0	10	Vegetable(s)	Carrots, Water	New - 3/30/09
0 15000 00412 5	GERBER® 2ND FOODS®	Green Beans	4.0	Glass	No	N/A	4.0	9	Vegetable(s)	Green Beans, Water	New - 3/30/09
0 15000 00416 3	GERBER® 2ND FOODS®	Peas	4.0	Glass	No	N/A	4.0	8	Vegetable(s)	Peas, Water	New - 3/30/09
0 15000 00417 0	GERBER® 2ND FOODS®	Squash	4.0	Glass	No	N/A	4.0	9	Vegetable(s)	Squash, Water	New - 3/30/09
0 15000 00418 7	GERBER® 2ND FOODS®	Sweet Potatoes	4.0	Glass	No	N/A	4.0	18	Vegetable(s)	Sweet Potatoes, Water	New - 3/30/09
0 15000 07131 8	GERBER® 1ST FOODS®	Applesauce	2.5	Plastic	Yes	2	2.5	9	Fruit(s)	Apples, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07135 6	GERBER® 1ST FOODS®	Bananas	2.5	Plastic	Yes	2	2.5	15	Fruit(s)	Fully Ripened Bananas, Citric Acid, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07111 0	GERBER® 1ST FOODS®	Carrots	2.5	Plastic	Yes	2	2.5	5	Vegetable(s)	Carrots, Water	Mainland States
0 15000 07112 7	GERBER® 1ST FOODS®	Green Beans	2.5	Plastic	Yes	2	2.5	4	Vegetable(s)	Green Beans, Water	Mainland States
0 15000 07130 1	GERBER® 1ST FOODS®	Peaches	2.5	Plastic	Yes	2	2.5	10	Fruit(s)	Peaches from Concentrate (Water, Peach Concentrate), Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07134 9	GERBER® 1ST FOODS®	Pears	2.5	Plastic	Yes	2	2.5	10	Fruit(s)	Pears from Concentrate (Water, Pear Concentrate), Ascorbic Acid (Vitamin C), Citric Acid	Mainland States
0 15000 07116 5	GERBER® 1ST FOODS®	Peas	2.5	Plastic	Yes	2	2.5	5	Vegetable(s)	Peas, Water	Mainland States
0 15000 07136 3	GERBER® 1ST FOODS®	Prunes	2.5	Plastic	Yes	2	2.5	17	Fruit(s)	Water, Dried Prunes	Mainland States
0 15000 07117 2	GERBER® 1ST FOODS®	Squash	2.5	Plastic	Yes	2	2.5	5	Vegetable(s)	Squash, Water	Mainland States
0 15000 07118 9	GERBER® 1ST FOODS®	Sweet Potatoes	2.5	Plastic	Yes	2	2.5	11	Vegetable(s)	Sweet Potatoes, Water	Mainland States
0 15000 07331 2	GERBER® 2ND FOODS®	Applesauce	3.5	Plastic	Yes	2	3.5	12	Fruit(s)	Apples, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07335 0	GERBER® 2ND FOODS®	Bananas	3.5	Plastic	Yes	2	3.5	21	Fruit(s)	Fully Ripened Bananas, Citric Acid, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07311 4	GERBER® 2ND FOODS®	Carrots	3.5	Plastic	Yes	2	3.5	7	Vegetable(s)	Carrots, Water	Mainland States
0 15000 07312 1	GERBER® 2ND FOODS®	Green Beans	3.5	Plastic	Yes	2	3.5	6	Vegetable(s)	Green Beans, Water	Mainland States
0 15000 07330 5	GERBER® 2ND FOODS®	Peaches	3.5	Plastic	Yes	2	3.5	13	Fruit(s)	Peaches from Concentrate (Water, Peach Concentrate), White Grape Juice Concentrate, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07334 3	GERBER® 2ND FOODS®	Pears	3.5	Plastic	Yes	2	3.5	17	Fruit(s)	Pears from Concentrate (Water, Pear Concentrate), Ascorbic Acid (Vitamin C), Citric Acid	Mainland States
0 15000 07316 9	GERBER® 2ND FOODS®	Peas	3.5	Plastic	Yes	2	3.5	8	Vegetable(s)	Peas, Water	Mainland States
0 15000 07317 6	GERBER® 2ND FOODS®	Squash	3.5	Plastic	Yes	2	3.5	7	Vegetable(s)	Squash, Water	Mainland States
0 15000 07318 3	GERBER® 2ND FOODS®	Sweet Potatoes	3.5	Plastic	Yes	2	3.5	16	Vegetable(s)	Sweet Potatoes, Water	Mainland States
0 15000 07327 5	GERBER® 2ND FOODS®	Apple Strawberry Banana	3.5	Plastic	Yes	2	3.5	14	Fruit(s)	Apples, Strawberries, Fully ripened Bananas, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07320 6	GERBER® 2ND FOODS®	Apples & Cherries	3.5	Plastic	Yes	2	3.5	13	Fruit(s)	Apples, Cherries, Water, Ascorbic Acid (Vitamin C)	Mainland States

UPC Code	Brand Name	Product Name	Container Size	Container Type	Multipack	Multipack Units	Serving Size	CARBO-HYDRATE (gms per serving)	FRUIT(S) OR VEGETABLE(S)	Ingredients in order by weight	GEOGRAPHIC AVAILABILITY
0 15000 07338 1	GERBER ® 2ND FOODS ®	Apricots with Mixed Fruit	3.5	Plastic	Yes	2	3.5	14	Fruit(s)	Apricots from Concentrate (Water, Apricot Concentrate), Apples, Pears from Concentrate (Water, Pear Concentrate), Fully Ripened Bananas, Ascorbic Acid (Vitamin C), Citric Acid	Mainland States
0 15000 07342 8	GERBER ® 2ND FOODS ®	Bananas with Apples & Pears	3.5	Plastic	Yes	2	3.5	20	Fruit(s)	Fully Ripened Bananas, Apples, Pears from Concentrate (Water, Pear Concentrate), Citric Acid, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07319 0	GERBER ® 2ND FOODS ®	Garden Vegetables	3.5	Plastic	Yes	2	3.5	7	Vegetable(s)	Water, Peas, Carrots, Spinach	Mainland States
0 15000 07314 5	GERBER ® 2ND FOODS ®	Mixed Vegetables	3.5	Plastic	Yes	2	3.5	9	Vegetable(s)	Carrots, Water, Peas, Dried Potatoes	Mainland States
0 15000 07332 9	GERBER ® 2ND FOODS ®	Pear Pineapple	3.5	Plastic	Yes	2	3.5	13	Fruit(s)	Pears, Pears from Concentrate (Water, Pear Concentrate), Pineapple, Water, Ascorbic Acid (Vitamin C), Citric Acid	Mainland States
0 15000 07335 7	GERBER ® 2ND FOODS ®	Prunes with Apples	3.5	Plastic	Yes	2	3.5	18	Fruit(s)	Prune Puree, Apples	Mainland States
0 15000 07323 7	GERBER ® 2ND FOODS ®	Sweet Potatoes & Corn	3.5	Plastic	Yes	2	3.5	15	Vegetable(s)	Sweet Potatoes, Water, Corn	Mainland States
0 15000 07344 2	GERBER ® 2ND FOODS ®	Banana Mixed Berries	3.5	Plastic	Yes	2	3.5	20	Fruit(s)	Fully Ripened Bananas, Blackberries, Blueberries, Citric Acid, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07347 3	GERBER ® 2ND FOODS ®	Apple Blueberry	3.5	Plastic	Yes	2	3.5	12	Fruit(s)	Apples, Blueberries, Water, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 07363 3	GERBER ® 2ND FOODS ®	Banana Plum Grape	3.5	Plastic	Yes	2	3.5	22	Fruit(s)	Fully Ripened Bananas, Plums, Grape Juice Concentrate, Citric Acid	Mainland States
0 15000 07351 0	GERBER ® 2ND FOODS ®	Banana Orange Medley	3.5	Plastic	Yes	2	3.5	20	Fruit(s)	Fully Ripened Bananas, Mango from Concentrate (Water, Mango Concentrate), Apples, Orange juice Concentrate, Pineapple, Ascorbic Acid (Vitamin C), Citric Acid	Mainland States
GERBER® 3RD FOODS®											
0 15000 02617 2	GERBER ® 3RD FOODS ®	Squash	6	Glass	No	0	6	11	Vegetable(s)	Squash, Water	Mainland States
0 15000 02618 9	GERBER ® 3RD FOODS ®	Sweet Potato	6	Glass	No	0	6	25	Vegetable(s)	Sweet Potatoes, Water	Mainland States
1 5000 02631 8	GERBER ® 3RD FOODS ®	Applesauce	6	Glass	No	0	6	21	Fruit(s)	Apples, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 02635 6	GERBER ® 3RD FOODS ®	Bananas	6	Glass	No	0	6	37	Fruit(s)	Fully Ripened Bananas, Citric Acid, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 02630 1	GERBER ® 3RD FOODS ®	Peaches	6	Glass	No	0	6	25	Fruit(s)	Peaches, Peaches from Concentrate (Water, Peach Concentrate), White Grape Juice Concentrate, Ascorbic Acid (Vitamin C)	Mainland States
0 15000 02634 9	GERBER ® 3RD FOODS ®	Pears	6	Glass	No	0	6	30	Fruit(s)	Pears from Concentrate (Water, Pear Concentrate), Ascorbic Acid (Vitamin C), Citric Acid	Mainland States
0 15000 02636 3	GERBER ® 3RD FOODS ®	Banana Strawberry	6	Glass	No	0	6	38	Fruit(s)	Fully Ripened Bananas, Strawberries, Apple Juice from Concentrate (Water, Apple Juice Concentrate), Grape Juice Concentrate (Color), Citric Acid, Ascorbic Acid (Vitamin C)	Mainland States

UPC Code	Brand Name	Product Name	Container Size	Container Type	Multipack	Multipack Units	Serving Size	CARBO-HYDRATE (gms per serving)	Ingredients in order by weight	GEOGRAPHIC AVAILABILITY
0 15000 01212 0	GERBER® 2ND FOODS®	Chicken & Chicken Gravy	2.5	Glass	No	0	2.5	2	Ground Chicken, Water, Corn Starch	Mainland States
0 15000 01215 1	GERBER® 2ND FOODS®	Ham & Ham Gravy	2.5	Glass	No	0	2.5	2	Fresh Ham, Water, Corn Starch	Mainland States
0 15000 01211 3	GERBER® 2ND FOODS®	Lamb & Lamb Gravy	2.5	Glass	No	0	2.5	2	Lamb, Water, Corn Starch, Lemon Juice Concentrate (to maintain natural color)	Mainland States
0 15000 01214 4	GERBER® 2ND FOODS®	Beef & Beef Gravy	2.5	Glass	No	0	2.5	2	Beef, Water, Corn Starch, Lemon Juice Concentrate (to maintain natural color)	Mainland States
0 15000 01217 5	GERBER® 2ND FOODS®	Turkey & Turkey Gravy	2.5	Glass	No	0	2.5	2	Ground Turkey, Water, Corn Starch	Mainland States
0 15000 01213 7	GERBER® 2ND FOODS®	Veal & Veal Gravy	2.5	Glass	No	0	2.5	2	Veal, Water, Corn Starch	Mainland States



Nestlé Infant Nutrition
Gerber Products Company
12 Vreeland Road • Box 697
Florham Park, New Jersey 07932-0697



iv. DISTRIBUTION NETWORK



Nestlé Infant Nutrition
12 Vreeland Road • Box 697
Florham Park, New Jersey 07932-0697



iv. Distribution Network

Distribution: Dependable, experienced and expansive distribution system

Nestlé Infant Nutrition's distribution system throughout the states serves the vast majority of retail grocers. Gerber's current level of infant foods distribution in an aggregated, representative region of this RFQ (Maryland, New Jersey and Pennsylvania) is over 98%⁴. Nestlé Infant Nutrition's expansive distribution throughout each of the states allows for turn-key contract implementation by October 1, 2009.

Retail Services: Nestlé Infant Nutrition's extensive retail Sales Force will provide turn-key implementation

Nestlé Infant Nutrition offers an extensive retail sales force, providing store-level stocking and merchandising services to 28,000 retail stores nation-wide. In the aggregated region of Delaware, Maryland, New Jersey, and West Virginia, the Commonwealths of Pennsylvania and Virginia and the District of Columbia, our retail sales force services 3,593 stores. Upon award, we will provide our full list of retailers in the States' region. Additionally, Nestlé Infant Nutrition will deploy our retail sales force team as part of a comprehensive retail education campaign to ensure excellence in execution during the contract initiation. This contract execution requires the service of an experienced team which Nestlé Infant Nutrition can provide.

Our sales force would meet with key retailers and wholesalers who service the States to determine if any additional space/capacity is needed at store-level. This information will be tracked and fed back to Nestlé Infant Nutrition's Marketing and Demand Planning teams. These teams will meet to build product forecasts based on retailer and State input in order to meet any increase in demand that may result from this contract. With retailer input on timing and initial order estimates, we will be ready with supply as needed. We can assure you that WIC-authorized stores will be stocked and ready before the contract effective date of October 1, 2009. We also have the network to assist the State in notifying all affected parties – including wholesalers, retail food vendors, and physicians.

Current Market Presence in Mid-Atlantic Mainland States

GERBER® represents the majority of the infant foods sales in Delaware, Maryland, New Jersey, and West Virginia, the Commonwealths of Pennsylvania and Virginia and the District of Columbia.

Gerber's current market presence of 68%⁵ and consumer preference (as indicated by market share) enables Nestlé Infant Nutrition's turnkey implementation upon award of the new contract.

⁴ A.C. Nielsen, 12 weeks ending February 21, 2009

⁵ A.C. Nielsen, 12 weeks ending February 21, 2009

A.C. Nielsen In-Market Data

	ST MARYLAND			ST NEW JERSEY			ST PENNSYLVANIA		
Infant Fruits and Vegetables	ACV Weighted Dist	Unit Share	Dollar share	ACV Weighted Dist	Unit Share	Dollar share	ACV Weighted Dist	Unit Share	Dollar share
A.C. Nielsen LATEST 12 WEEKS ENDING FEB2109.4									
Total Gerber Infant F/V	97	70%	81%	99	71%	79%	98	62%	75%
Total Beech-Nut Infant F/V	90	28%	18%	93	29%	21%	67	23%	17%
Total Nature's Goodness Infant F/V	1	0%	0%	-	0%	0%	23	12%	7%
Infant Meats	ACV Weighted Dist	Unit Share	Dollar share	ACV Weighted Dist	Unit Share	Dollar share	ACV Weighted Dist	Unit Share	Dollar share
A.C. Nielsen LATEST 12 WEEKS ENDING FEB2109.4									
Total Gerber Infant Meats	95	78%	78%	99	74%	76%	96	71%	74%
Total Beech-Nut Infant Meats	87	22%	22%	92	26%	24%	66	19%	18%
Total Nature's Goodness Infant Meats	0	0%	0%	-	0%	0%	22	11%	8%

Supermarket Share by State



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Client: Gerber

Report Description: Supermarket Share vs YAGO by State

Data Month: August 2008 vs August 2007

State	Ultimate Parent	Immediate Owner	Marketing Group	# of Stores	% Market Share
DC	Safeway Inc/HQ	Safeway Inc/Eastern	Safeway	16	34.82%
DC	Ahold USA Inc	Giant Food Inc	Giant Food Landover	6	17.22%
DC	Whole Foods Market/HQ	Whole Foods Market/Mid Atlan Reg	Whole Foods	3	11.36%
DC	Ruddick Corp	Harris Teeter Inc	Harris Teeter	2	8.61%
DC	Murrys Inc	Murrys Inc	Murrys	5	4.49%
DC	Trader Joes Co/HQ	Trader Joes Co/Eastern Division	Trader Joes	1	3.62%
DC	Yes Organic Market	Yes Organic Market	Yes Organic Market	4	2.50%
DC	Military	DECA East Region	DECA Commissary	1	2.37%
DC	Great A & P Tea Co/HQ	Great A & P Tea Co/Super Fresh	Super Fresh	1	1.12%
DC	Magruders Inc	Magruders Inc	Magruders	1	0.87%
DC	Magruders Inc	Magruders Inc	No Group Assignment	1	0.87%
DE	SuperValu Inc/HQ	SuperValu/Acme Markets	Acme Market	12	20.23%
DE	Wal Mart Stores/HQ	Wal Mart Supercenter	Wal Mart Supercenter	4	14.83%
DE	Delhaize America Inc	Food Lion/Atlantic Division	Food Lion	17	12.02%
DE	Ahold USA Inc	Giant Food Inc	Super G	5	9.05%
DE	Great A & P Tea Co/HQ	Great A & P Tea Co/Super Fresh	Super Fresh	7	7.22%
DE	Great A & P Tea Co/HQ	Pathmark Stores Inc	Pathmark	4	6.92%
DE	Delaware Supermarkets Inc	Delaware Supermarkets Inc	ShopRite	3	6.84%
DE	Safeway Inc/HQ	Safeway Inc/Eastern	Safeway	5	5.86%
DE	Ruddick Corp	Harris Teeter Inc	Harris Teeter	2	2.21%
DE	SuperValu Inc/HQ	Save-A-Lot	Save A Lot	3	2.21%
DE	Military	DECA East Region	DECA Commissary	1	1.29%
DE	Ahold USA Inc	Giant Food Inc	Giant Food Landover	1	0.91%
DE	Trader Joes Co/HQ	Trader Joes Co/Eastern Division	Trader Joes	1	0.76%
DE	SuperValu Inc/HQ	Shoppers Food Warehouse Corp	Shoppers Food Warehouse	1	0.61%
MD	Ahold USA Inc	Giant Food Inc	Giant Food Landover	101	28.25%
MD	Safeway Inc/HQ	Safeway Inc/Eastern	Safeway	74	14.91%
MD	Wal Mart Stores/HQ	Wal Mart Supercenter	Wal Mart Supercenter	13	8.75%
MD	SuperValu Inc/HQ	Shoppers Food Warehouse Corp	Shoppers Food Warehouse	41	8.20%
MD	Delhaize America Inc	Food Lion/Atlantic Division	Food Lion	67	6.40%
MD	Great A & P Tea Co/HQ	Great A & P Tea Co/Super Fresh	Super Fresh	29	4.11%
MD	Weis Markets Inc HQ	Weis Markets Inc	Weis	25	3.33%
MD	Mars Super Markets Inc	Mars Super Markets Inc	Mars Super Market	18	2.08%
MD	Whole Foods Market/HQ	Whole Foods Market/Mid Atlan Reg	Whole Foods	7	1.96%
MD	Military	DECA East Region	DECA Commissary	7	1.78%
MD	Ahold USA Inc	Giant Food Stores Inc	Martins Food Market	6	1.72%
MD	SuperValu Inc/HQ	SuperValu/Acme Markets	Acme Market	7	0.93%
MD	Delhaize America Inc	Food Lion/Bloom Division	Bloom Market	7	0.69%
MD	SuperValu Inc/HQ	Save-A-Lot	Save A Lot	12	0.69%
MD	Ahold USA Inc	Giant Food Inc	Super G	2	0.42%
MD	Delhaize America Inc	Food Lion/Bottom Dollar Division	Bottom Dollar	4	0.28%
MD	Delhaize America Inc	Food Lion/Northern Division	Food Lion	1	0.09%
NJ	Great A & P Tea Co/HQ	Pathmark Stores Inc	Pathmark	64	11.25%
NJ	Ahold USA Inc	Stop & Shop Supermkt Co/Metro	Stop & Shop	54	9.36%
NJ	Great A & P Tea Co/HQ	Great A & P Tea Co/A & P Div	A & P	64	8.43%
NJ	SuperValu Inc/HQ	SuperValu/Acme Markets	Acme Market	57	7.51%
NJ	Foodarama Supermarkets Inc	Foodarama Supermarkets Inc	ShopRite	24	6.71%
NJ	Village Super Market Inc	Village Super Market Inc	ShopRite	23	5.92%
NJ	Inserra Supermarkets Inc	Inserra Supermarkets Inc	ShopRite	16	4.67%
NJ	Wegmans Food Markets Inc	Wegmans Food Markets Inc	Wegmans	7	3.11%
NJ	Kings Super Markets Inc	Kings Super Markets Inc	Kings Super Market	25	2.87%
NJ	Zallie Supermarkets	Zallie Supermarkets	ShopRite	11	2.78%
NJ	Perlmart Inc	Perlmart Inc	ShopRite	7	2.76%
NJ	Great A & P Tea Co/HQ	Great A & P Tea Co/Super Fresh	Super Fresh	11	1.12%
NJ	SuperValu Inc/HQ	Save-A-Lot	Save A Lot	10	0.59%
NJ	Great A & P Tea Co/HQ	Food Basics USA	Food Basics	6	0.58%
PA	Wal Mart Stores/HQ	Wal Mart Supercenter	Wal Mart Supercenter	82	19.32%
PA	Ahold USA Inc	Giant Food Stores Inc	Giant Food Carlisle	122	14.22%
PA	Giant Eagle Inc/HQ	Giant Eagle Inc	Giant Eagle	56	8.71%
PA	SuperValu Inc/HQ	SuperValu/Acme Markets	Acme Market	54	5.61%
PA	Weis Markets Inc HQ	Weis Markets Inc	Weis	97	5.24%
PA	Safeway Inc/HQ	Genuardi Family Markets Inc	Genuardi	31	2.78%
PA	Wegmans Food Markets Inc	Wegmans Food Markets Inc	Wegmans	12	2.76%
PA	Redners Markets Inc/HQ	Redners Markets Inc	Redners Warehouse	35	2.49%
PA	Great A & P Tea Co/HQ	Pathmark Stores Inc	Pathmark	17	2.16%
PA	Great A & P Tea Co/HQ	Great A & P Tea Co/Super Fresh	Super Fresh	28	1.88%
PA	SuperValu Inc/HQ	Save-A-Lot	Save A Lot	28	1.06%
PA	Weis Markets Inc HQ	Weis Markets Inc	Mr Zs	17	1.00%
PA	Aldi Inc/HQ	Aldi Inc/Center Valley Div	Aldi	35	0.73%
PA	Ahold USA Inc	Giant Food Stores Inc	Martins Food Market	7	0.63%
PA	Aldi Inc/HQ	Aldi Inc/Saxonburg Div	Aldi	28	0.46%
PA	Weis Markets Inc HQ	Weis Markets Inc	Kings	6	0.40%

Supermarket Share by State



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Client: Gerber

Report Description: Supermarket Share vs YAGO by State

Data Month: August 2008 vs August 2007

State	Ultimate Parent	Immediate Owner	Marketing Group	# of Stores	% Market Share
PA	SuperValu Inc/HQ	Shop N Save/PA Division	Shop N Save Supervalu	6	0.35%
PA	Weis Markets Inc HQ	Weis Markets Inc	Scots Lo Cost	3	0.15%
PA	Great A & P Tea Co/HQ	Food Basics USA	Food Basics	2	0.13%
PA	Ahold USA Inc	Giant Food Stores Inc	No Group Assignment	1	0.05%
PA	Aldi Inc/HQ	Aldi Inc/NC Div	Aldi	1	0.02%
PA	Aldi Inc/HQ	Aldi Inc/Tully Div	Aldi	1	0.02%
PA	Weis Markets Inc HQ	Weis Markets Inc	Save A Lot	1	0.02%
VA	Wal Mart Stores/HQ	Wal Mart Supercenter	Wal Mart Supercenter	71	22.58%
VA	Ahold USA Inc	Giant Food Inc	Giant Food Landover	66	10.77%
VA	Kroger Co/HQ	Kroger Co/Mid Atlantic Area	Kroger	61	8.03%
VA	Delhaize America Inc	Food Lion/Atlantic Division	Food Lion	117	7.74%
VA	Delhaize America Inc	Food Lion/Northern Division	Food Lion	114	6.41%
VA	Safeway Inc/HQ	Safeway Inc/Eastern	Safeway	44	5.32%
VA	Ruddick Corp	Harris Teeter Inc	Harris Teeter	28	4.44%
VA	SuperValu Inc/HQ	SuperValu/Farm Fresh Inc	Farm Fresh Supermarket	42	4.17%
VA	Ukrops Super Markets Inc	Ukrops Super Markets Inc	Ukrops	28	4.01%
VA	Military	DECA East Region	DECA Commissary	11	3.10%
VA	SuperValu Inc/HQ	Shoppers Food Warehouse Corp	Shoppers Food Warehouse	22	3.01%
VA	Delhaize America Inc	Food Lion/Bloom Division	Bloom Market	41	2.69%
VA	K VA T Food Stores Inc	K VA T Food Stores Inc	Food City K VA T	20	1.85%
VA	Delhaize America Inc	Food Lion/Western Division	Food Lion	34	1.55%
VA	Ahold USA Inc	Giant Food Stores Inc	Martins Food Market	8	1.14%
VA	Delhaize America Inc	Food Lion/Bottom Dollar Division	Bottom Dollar	19	0.81%
VA	SuperValu Inc/HQ	Save-A-Lot	Save A Lot	10	0.37%
VA	K VA T Food Stores Inc	K VA T Food Stores Inc	Super Dollar Discount Foods	5	0.20%
VA	SuperValu Inc/HQ	SuperValu/Farm Fresh Inc	No Group Assignment	2	0.12%
VA	Delhaize America Inc	Food Lion/Southern Division	Food Lion	1	0.07%
VA	Delhaize America Inc	Food Lion/Central Division	Food Lion	1	0.05%
VA	Ukrops Super Markets Inc	Ukrops Super Markets Inc	No Group Assignment	1	0.02%
WV	Wal Mart Stores/HQ	Wal Mart Supercenter	Wal Mart Supercenter	35	44.13%
WV	Kroger Co/HQ	Kroger Co/Mid Atlantic Area	Kroger	39	20.43%
WV	Delhaize America Inc	Food Lion/Atlantic Division	Food Lion	13	3.44%
WV	Kroger Co/HQ	Kroger Co/Columbus Div	Kroger	7	3.24%
WV	Ahold USA Inc	Giant Food Stores Inc	Martins Food Market	3	2.55%
WV	Houchens Industries Inc/HQ	Houchens Industries Inc	Save A Lot	17	1.66%
WV	Jamiesons Supermarkets	Jamiesons Supermarkets	Shop N Save Supervalu	6	1.36%
WV	Giant Eagle Inc/HQ	Giant Eagle Inc	Giant Eagle	2	1.17%
WV	CGP Foods Inc	CGP Foods Inc	Shop N Save Express	8	0.92%
WV	Fas Chek Supermarkets	Fas Chek Supermarkets	Fas Chek Food Mart	10	0.91%
WV	TWJ Inc	TWJ Inc	Foodland	4	0.79%
WV	Delhaize America Inc	Food Lion/Northern Division	Food Lion	2	0.45%
WV	Jamiesons Supermarkets	Jamiesons Supermarkets	Save A Lot	3	0.43%
WV	Delhaize America Inc	Food Lion/Western Division	Food Lion	3	0.37%
WV	Fas Chek Supermarkets	Fas Chek Supermarkets	Save A Lot	4	0.36%
WV	CGP Foods Inc	CGP Foods Inc	No Group Assignment	1	0.21%
WV	CGP Foods Inc	CGP Foods Inc	Save A Lot	1	0.10%



Nestlé Infant Nutrition
Gerber Products Company
12 Vreeland Road • Box 697
Florham Park, New Jersey 07932-0697



v. ADDITIONAL INFORMATION



Nestlé Infant Nutrition
12 Vreeland Road • Box 697
Florham Park, New Jersey 07932-0697



VII. Section A.1.f - Bidder's capability to satisfy the requirements of the RFQ

Section II, Services to be Provided- Section A

1. Infant Fruits* – Gerber offers the following infant fruit products that meet the specifications of this RFQ, meet USDA regulatory requirements for eligibility in the WIC Program, and do not contain any added starch, sugar, or salt:

- 1st FOODS® Fruits 2.5oz, 5 varieties
- 2nd FOODS® Fruits 3.5oz (plastic), 14 varieties
- 2nd FOODS® Fruits 4oz (glass jars), 5 varieties
- 3rd FOODS® Fruits 6oz, 5 varieties

2. Infant Vegetables* – Gerber offers the following infant vegetable products that meet the specifications of this RFQ, meet USDA regulatory requirements for eligibility in the WIC Program, and do not contain any added starch, sugar, or salt:

- 1st FOODS® Vegetables 2.5oz, 5 varieties
- 2nd FOODS® Vegetables 3.5oz (plastic), 8 varieties
- 2nd FOODS® Vegetables 4oz (glass jars), 5 varieties
- 3rd FOODS® Vegetables 6oz, 2 varieties

3. Infant Meats* - Gerber offers the following products that meet the specifications of this RFQ, meet USDA regulatory requirements for eligibility in the WIC Program, and do not contain any added sugars or salt:

- 2nd FOODS® Meats 2.5oz, 6 varieties

**Please see Section III – Products - of this Technical Proposal for detailed product information.*

4. Nestlé Infant Nutrition is prepared to provide each States' authorized package sizing and product variety as outlined in the RFQ.

Section II, Scope of Work - Section A

Task 1 – Nestlé Infant Nutrition is able to meet the respective States' specifications in Section II.A of the RFQ because of its expansive distribution system throughout each of the nine (9) States which will allow for turn-key contract implementation. Notably, Gerber's current level of infant foods distribution, an aggregated, representative region of this RFQ, (Maryland, New Jersey and Pennsylvania) is over 98%⁶.

⁶ A.C. Nielsen, 12 weeks ending February 21, 2009



Nestlé Infant Nutrition
12 Vreeland Road • Box 697
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Task 2 - Nestlé Infant Nutrition is prepared to contact major retailers, wholesalers, and WIC-authorized vendors to ensure stores will be stocked and ready prior to the contract effective date.

Task 3 - Nestlé Infant Nutrition is prepared to remit to the State's WIC programs the rebate per ounce as submitted in this Bid. Additionally, we understand the automatic effect on the rebate amount if there is an increase/decrease in the wholesale price.

Task 4 - Nestlé Infant Nutrition is prepared to remit the rebate amount to each State WIC Program in the manner prescribed in the Sample Contract, Section I.C.

If awarded this contract, Nestlé Infant Nutrition will meet all general requirements and tasks required in this RFQ.

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] President & CEO
and the duly authorized representative of [name of business]

Gerber Products Company d/b/a Nestlé Infant Nutrition and that I possess
the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101 (f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

N/A

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining,

attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) Been convicted of any criminal violation of a state or federal antitrust statute;

(c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961, et seq., or the Mail Fraud Act, 18 U.S.C. § 1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c), or (d) above;

(f) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(g) Admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

N/A

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

N/A

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [you must indicate the reasons why the affirmations cannot be given without qualification]:

N/A

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in

restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with Election Law Article, §§14-101 -14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations).

I CERTIFY THAT:

1. Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
2. By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

- (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
- (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h) (ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on

any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)-(j), above.

3. If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

4. I acknowledge and agree that:

(a)The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b)The violation of the provisions of, COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under, COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c)The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.06.

K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1)The business named above is a (domestic _____) (foreign X (MI) _____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: Corporation Trust Incorporated

Address: 300 E. Lombard Street

Baltimore, MD 21202

[If not applicable, so state].

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

L. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Contract.

M. Repealed

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms, and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: 3/17/2009 By:  Kurt T. Schmidt, President & CEO
(Authorized Representative and Affiant)

Revised 5/05



MEALS & DRINKS AND CEREAL NATIONAL PRICE LIST CONFIDENTIAL



EFFECTIVE: 10/8/2008

UPDATED: 7/8/2008

PRODUCT INFORMATION				CASE COST BY BRACKET						
Retail UPC	Case Code UPC	Product Description	Net Unit WGT/Volume	CASE QUANTITY	UNIT PRICE BRKT 5	Unit Price/oz	500 # 1	5000# 3	30000# 4	40000# 5
INFANT PUREES										
1ST FOODS BABY FOODS 2.5 OZ 2 PK PLASTIC										
1500007111	0 1 00 15000 07111 7	CARROTS	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007112	7 1 00 15000 07112 4	GREEN BEANS	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007116	5 1 00 15000 07116 2	PEAS	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007117	2 1 00 15000 07117 9	SQUASH	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007118	9 1 00 15000 07118 6	SWEET POTATOES	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007130	1 1 00 15000 07130 8	PEACHES	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007131	8 1 00 15000 07131 5	APPLESAUCE	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007134	9 1 00 15000 07134 6	PEARS	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007135	6 1 00 15000 07135 3	BANANAS	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
1500007136	3 1 00 15000 07136 0	PRUNES	5 oz.(2-2.5oz.)	8	\$0.96	\$0.19	\$8.09	\$7.84	\$7.76	\$7.68
2ND FOODS BABY FOODS 3.5 OZ 2 PK PLASTIC										
1500007311	4 1 00 15000 07311 1	CARROTS	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007312	1 1 00 15000 07312 8	GREEN BEANS	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007314	5 1 00 15000 07314 2	MIXED VEGETABLES	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007316	9 1 00 15000 07316 6	PEAS	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007317	6 1 00 15000 07317 3	SQUASH	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007318	3 1 00 15000 07318 0	SWEET POTATO	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007319	0 1 00 15000 07319 7	GARDEN VEGETABLE	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007320	6 1 00 15000 07320 3	APPLES & CHERRIES	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007323	7 1 00 15000 07323 4	SWEET POTATO AND CORN	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007327	5 1 00 15000 07327 2	APPLE STRAWBERRY BANANA	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007339	5 1 00 15000 07339 2	PEACHES	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007331	2 1 00 15000 07331 9	APPLESAUCE	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007332	9 1 00 15000 07332 6	PEAR PINEAPPLE	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007334	3 1 00 15000 07334 0	PEARS	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007335	0 1 00 15000 07335 7	BANANAS	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007336	7 1 00 15000 07336 4	PRUNES WITH APPLES	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007338	1 1 00 15000 07338 0	APRICOTS W/MIXED FRT	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007342	8 1 00 15000 07342 5	BANANAS WITH APPLES & PEARS	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007344	2 1 00 15000 07344 9	BANANA MIXED BERRIES	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007347	3 1 00 15000 07347 0	APPLE BLUEBERRY	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007351	0 1 00 15000 07351 7	BANANA ORANGE MEDLEY	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
1500007363	3 1 00 15000 07363 0	BANANA PLUM GRAPE	7 oz.(2-3.5 oz)	8	\$1.08	\$0.15	\$9.12	\$8.80	\$8.72	\$8.64
2ND FOODS MEATS 2.5 OZ GLASS										
1500001211	3 1 00 15000 01211 0	STRAINED LAMB	2.5 oz.	12	\$0.87	\$0.35	\$10.92	\$10.68	\$10.56	\$10.44
1500001212	0 1 00 15000 01212 7	STRAINED CHICKEN	2.5 oz.	12	\$0.87	\$0.35	\$10.92	\$10.68	\$10.56	\$10.44
1500001213	7 1 00 15000 01213 4	STRAINED VEAL	2.5 oz.	12	\$0.87	\$0.35	\$10.92	\$10.68	\$10.56	\$10.44
1500001214	4 1 00 15000 01214 1	STRAINED BEEF	2.5 oz.	12	\$0.87	\$0.35	\$10.92	\$10.68	\$10.56	\$10.44
1500001215	1 1 00 15000 01215 8	STRAINED HAM	2.5 oz.	12	\$0.87	\$0.35	\$10.92	\$10.68	\$10.56	\$10.44
1500001217	5 1 00 15000 01217 2	STRAINED TURKEY	2.5 oz.	12	\$0.87	\$0.35	\$10.92	\$10.68	\$10.56	\$10.44
3RD FOODS BABY FOODS 6 OZ GLASS										
1500002617	2 1 00 15000 02617 9	SQUASH	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
1500002618	9 1 00 15000 02618 6	SWEET POTATOES	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
1500002630	1 1 00 15000 02630 8	PEACHES	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
1500002631	8 1 00 15000 02631 5	APPLESAUCE	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
1500002634	9 1 00 15000 02634 6	PEARS	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
1500002635	6 1 00 15000 02635 3	BANANAS	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
1500002636	3 1 00 15000 02636 0	BAN STRAWBERRY	6 oz.	24	\$0.69	\$0.12	\$18.24	\$17.04	\$16.80	\$16.56
New Items Ship March 30, 2009										
Retail UPC	Case Code UPC	Product Description	Net Unit WGT/Volume	CASE QUANTITY	UNIT PRICE BRKT 5	Unit Price/oz	500 # 1	5000# 3	30000# 4	40000# 5
0 15000 00431 6	100 15000 99186 9	Applesauce	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00435 4	100 15000 99207 8	Bananas	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00434 7	100 15000 99202 3	Pears	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00447 7	100 15000 99197 2	Apple Blueberry	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00427 9	100 15000 99198 5	Apple Strawberry Banana	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00411 8	100 15000 99189 6	Carrots	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00412 5	100 15000 99200 9	Green Beans	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00416 3	100 15000 99203 0	Peas	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00417 0	100 15000 99204 7	Squash	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48
0 15000 00418 7	100 15000 99205 4	Sweet Potatoes	4.0oz	12	\$0.54	\$0.14	\$7.08	\$6.72	\$6.60	\$6.48



Gerber Products Company of Puerto Rico, Inc.

Price List

TERRITORY: PUERTO RICO

CATEGORY: BABY FOOD, GRADUATES

EFFECTIVE: MARCH 1st., 2009

TERMS: 1% - NET 30 DAYS FROM INVOICE DATE

ITEM CODE	UPC CODE	PRODUCT DESCRIPTION	INNER PER CASE	TOTAL UNIT PER CASE	ITEM SIZE	BKT 3	BKT 3 Unit Price
GERBER BABY FOOD 1ST FOOD (PLASTIC)							
7111	0 15000 07111 0	CARROTS *	8-2PK	16	2-2.5 oz	\$ 6.17	\$ 0.77
7112	0 15000 07112 7	GREEN BEANS *	8-2PK	16	2-2.5 oz	\$ 6.17	\$ 0.77
7116	0 15000 07116 5	PEAS *	8-2PK	16	2-2.5 oz	\$ 6.17	\$ 0.77
7117	0 15000 07117 2	SQUASH *	8-2PK	16	2-2.5 oz	\$ 6.17	\$ 0.77
7118	0 15000 07118 9	SWEET POTATOES *	8-2PK	16	2-2.5 oz	\$ 6.17	\$ 0.77
GERBER BABY FOOD 1ST FOOD FRUITS (JAR) - Replacement of 1st Food Plastic effective November, 2008							
11297010	088169028004	MANGO		24	2.5 oz	\$ 9.15	\$ 0.38
11297032	088169025379	PEACHES		24	2.5 oz	\$ 9.15	\$ 0.38
11297033	088169025386	APPLESAUCE		24	2.5 oz	\$ 9.15	\$ 0.38
11297034	088169025393	PEARS		24	2.5 oz	\$ 9.15	\$ 0.38
11297035	088169025409	PRUNES		24	2.5 oz	\$ 9.15	\$ 0.38
11297036	088169025362	BANANAS		24	2.5 oz	\$ 9.15	\$ 0.38
GERBER BABY FOOD 2ND FOOD (GLASS)							
2ND FOOD - MEATS (GLASS)							
1212	0 15000 01212 0	CHICKEN & CHICKEN GRAVY		12	2.5 oz	\$ 9.06	\$ 0.75
1214	0 15000 01214 4	BEEF & BEEF GRAVY		12	2.5 oz	\$ 9.06	\$ 0.75
1217	0 15000 01217 5	TURKEY & TURKEY GRAVY		12	2.5 oz	\$ 9.06	\$ 0.75
2ND FOOD - FRUITS (GLASS)							
430	0 15000 00430 9	PEACHES		24	4 oz	\$ 11.07	\$ 0.46
431	0 15000 00431 6	APPLESAUCE		24	4 oz	\$ 11.07	\$ 0.46
434	0 15000 00434 7	PEARS		24	4 oz	\$ 11.07	\$ 0.46
3755	0 15000 03755 0	BANANA		24	4 oz	\$ 11.07	\$ 0.46
GERBER BABY FOOD 2ND FOOD (PLASTIC)							
2ND FOOD - FRUITS (PLASTIC)							
7320	0 15000 07320 6	APPLES & CHERRIES	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7327	0 15000 07327 5	APPLE STRAWBERRY BANANA	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7332	0 15000 07332 9	PEAR PINEAPPLE	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7338	0 15000 07338 1	APRICOTS WITH MIXED FRUIT	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
2ND FOOD - VEGETABLES (PLASTIC)							
7311	0 15000 07311 4	CARROTS	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7312	0 15000 07312 1	GREEN BEANS	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7316	0 15000 07316 9	PEAS	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7317	0 15000 07317 6	SQUASH	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
7318	0 15000 07318 3	SWEET POTATO	8-2PK	16	2-3.5 oz	\$ 7.26	\$ 0.91
GERBAR BABY FOOD 3RD FOOD							
3RD FOOD - FRUITS (GLASS)							
2631	0 15000 02631 8	APPLESAUCE		24	6 oz	\$ 15.56	\$ 0.65
2634	0 15000 02634 9	PEARS		24	6 oz	\$ 15.56	\$ 0.65
2636	0 15000 02636 3	BANANA STRAWBERRY		24	6 oz	\$ 15.56	\$ 0.65

IRI Puerto Rico In-Market Data**Infant Fruits****2008****1st Foods****2nd Foods****3rd Foods**

Distribution (weighted)

Total Gerber Fruits	91	99	76
Total Beech-Nut Fruits	65	66	60
Total Nature's Goodness Fruits	NA	NA	NA

Infant Vegetables**2008**

Distribution (weighted)

Total Gerber Vegetables	90	96	85
Total Beech-Nut Vegetables	65	66	55
Total Nature's Goodness Vegetables	NA	NA	NA

Infant Meats**2008**

Distribution (weighted)

Total Gerber Infant Meats	NA	73	
Total Beech-Nut Infant Meats	NA	64	
Total Nature's Goodness Infant Meats	NA	NA	



Nestlé Infant Nutrition
Gerber Products Company
12 Vreeland Road • Box 697
Florham Park, New Jersey 07932-0697



vi. BID SHEET

Bid Sheet
Due :3/19/2009 1:30 PM EST
Infant Foods Rebate System

Bidder's Name: Gerber Products Company d/b/a Nestlé Infant Nutrition

Address: 12 Vreeland Road, 2nd Floor

Florham Park, NJ 07932

Contact Person and Telephone Number: Lynn Schuvie, 973-593-7563

SECTION I CERTIFICATION

This certifies that this company or companies is (are) able to supply the infant foods as required by this Request for Quotes. That the person signing this document is authorized to bind the company or companies to the bid. And that all requirements and conditions of the Contract and amendment are acceptable.

SECTION II REBATE AMOUNT (carried to three decimal places)

A. Infant Foods - Fruits, Vegetables & Meats – Seven Mainland States

1. The highest wholesale cost of the offered infant fruits/vegetables/meats for the seven (7) mainland States participating is \$ 0.348 per ounce.
2. The rebate amount for infant fruits/vegetables/meats for these states is \$ 0.035 per ounce authorized

Please see the following Rebate Detail Table for rebate per oz and net price per oz for each item bid

B. Infant Foods – Fruits, Vegetables & Meats – Puerto Rico & Virgin Islands

1. The highest wholesale cost of the offered infant fruits/vegetables/meats, for Puerto Rico and Virgin Islands, is \$ 0.302 per ounce.
2. The rebate amount for infant fruits/vegetables/meats for Puerto Rico & Virgin Islands is \$ 0.005 per ounce authorized


 Bidder's Representative

Kurt T. Schmidt, President & CEO

Name and Title

3/17/2009

Date

Nestlé Infant Nutrition will not extend the prices, terms and conditions of the bid to all political subdivisions of the state. This bid is subject to direct WIC purchases only.

2/18/2009



Mainland States Rebate Detail Table

The bid sheet requires that the wholesale price listed represents the lowest full truckload price for the highest priced per oz item
 For Nestlé Infant Nutrition, our highest priced per oz item is meats; this the smallest segment in terms of sales.
 For clarity on the offered rebate/oz and correlating net cost we have provided this table:

	1st Foods 2.5oz 2pks	2nd Foods 3.5oz 2pks	2nd Foods 4oz	3rd Foods 6oz	Meats 2.5oz
Lowest Wholesale price per unit	\$0.960	\$1.080	\$0.540	\$0.690	\$0.870
# of oz per unit	5	7	4	6	2.5
Lowest Wholesale price per oz	\$0.192	\$0.154	\$0.135	\$0.115	\$0.348
Rebate per oz	\$0.035	\$0.035	\$0.035	\$0.035	\$0.035
Net cost per oz	\$0.157	\$0.119	\$0.100	\$0.080	\$0.313