

# REQUEST FOR QUOTES-FORMAL (RFQF) REVERSE AUCTION RFx #3140001231

The Mississippi State Department of Health will purchase food and services for the Women, Infants and Children Special Supplemental Nutrition Program (WIC), and invites your participation in accordance with the terms and conditions of this RFQF Reverse Auction. Once award of the bid has been made, the terms and conditions as set forth in this RFQF Reverse Auction shall become a contract binding on the successful bidder. Any documents submitted to satisfy a requirement of this request and any assurances made by the successful bidder in satisfaction of this request shall become a part of the agreement between the Mississippi State Department of Health and the successful bidder. The Mississippi State Department of Health shall have the right to rely upon the documents and assurances submitted by the successful bidder.

This RFQF Reverse Auction is an all-item/all location bid for the period of April 1, 2018 to March 31, 2019. This is a request for a TWELVE (12) MONTH BID. The agency reserves the right to extend the bid/contract for a period of up to twelve months with the concurrence of the vendor. The awarded bid price must include not only the food items indicated, but also storage, supply and distribution of these items. Each bidder must pickup damaged and stale bread at each delivery. Therefore, guarantee sale should be included with the bid price. The deliveries will be to locations listed on the attached list. Deliveries must be made on a schedule that is acceptable to the Mississippi State Department of Health. The bid price should include weekly inside delivery and stacking in areas specified by the WIC personnel at each location. The vendor must provide stacking of the product in a commercially acceptable manner and shall furnish racks and rollers.

Each bidder will be bound by the following paragraphs of this bid.

Each bidder must sign the enclosed "Certification Concerning Debarment and Suspension," Attachment A.

The successful bidder must abide by the following provisions: "Use of WIC Service Marks" Manufacturer acknowledges that the WIC Acronym and the WIC Logo are service marks owned by the Department of Agriculture (USDA), and that all rights therein and goodwill pertaining thereto belong exclusively to USDA. Manufacturer shall not use these service marks in any

manner on its goods or their containers or packaging or on tags or labels affixed thereto. Manufacturer also shall not use the WIC Logo in advertising or other promotional materials (collectively: "advertising").

Manufacturer shall not use the WIC Acronym in advertising in any manner that is likely to cause confusion, mistake, or deception as to the affiliation, connection, or association of Manufacturer with the WIC Program, or as to the sponsorship or approval of Manufacturer's goods, services, advertising, or commercial activities, including nutritional message(s), by the WIC Program, USDA, or the State agency. Manufacturer shall include the following statement with any use of the WIC Acronym in advertising: "WIC is a registered service mark of the U.S. Department of Agriculture for USDA's Special Supplemental Nutrition Program for Women, Infants and Children."

E-Verify Compliance - Contractor/Seller represent and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contract/Seller to the following: (a) termination of this Agreement and Ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**E-Payments** – Payments by the Mississippi State Department of Health shall be made and remittance information provided electronically as directed by the State of Mississippi. These payments shall be deposited into the bank account of the Contractor's choice. The state may, at its sole discretion, require the Contractor to submit invoices and supporting documentation electronically at any time during the terms of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

**Applicable Law** – This purchase(s) shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The vendor shall comply with applicable federal, state and local laws and regulations.

**Payment Terms** – MS Code Section 31-7-305(3) allows a state entity to pay invoices within 45 days without penalty.

Bid terms are welcome, however, they will not be used as criteria for awarding the bid.

Items will be purchased from the RFQF Reverse Auction by the Mississippi State Department of Health in accordance with the terms and conditions set out in this request and the attachments hereto. No bread changes can be made without the expressed written approval of the MSDH.

The packaging of all bread products that become a part of this bid and/or subsequent contract must conform to all applicable requirements of the Nutrition Facts labeling laws. The vendor must also supply nutritional data on each product. All packages of bread products on this bid must be date stamped with the **date baked** and **sell by date** on the wrapper.

The successful bidder will supply, at the bid price, amounts which may vary from 95% to 105% of the quantities set out in the attached bid list. The amounts requested to be supplied to the WIC program by the Mississippi State Department of Health within the 95% to 105% range must be supplied at the bid price.

The Mississippi State Department of Health may purchase and require the delivery of more than 105% of the quantities specified in the request for bid. In the event that the Mississippi State Department of Health orders amounts in excess of 105% of those quantities set out in the attached list, the Mississippi State Department of Health agrees to reimburse the supplier for price increases directly incurred by the supplier during the bid period, but only as any such increase relates to the quantity purchased which exceeds 105% of the quantities set out in the attached list. Documentation of such price increase, including invoices, certifications from manufacturers or suppliers and the like, must be furnished as requested by the Mississippi State Department of Health as a condition precedent to any price increase reimbursement.

All orders for replenishing stock in the various program locations will be issued from the WIC Program Central Office located at 805 South Wheatley Street, Ridgeland, MS 39157.

Over 100,000 program participants depend on the regular, uninterrupted deliveries that are contemplated and are the basis of this request. The stability of the bidder and the ability of the bidder to carry out the terms and conditions of this request is of the utmost importance, therefore the Mississippi State Department of Health will require of the awarded bidder, as a part of this request, documentation of all requirements set out in Attachment B, labeled BIDDERS QUALIFICATIONS, which will be evaluated by the program staff and departmental staff in determining whether the lowest is also the best bidder.

Such information required from the preliminary low bidder along with a performance bond in the amount of 25% of the bid award made payable to the State of Mississippi, conditioned on the faithful performance of the terms and conditions of this bid shall be furnished to the Mississippi State Department of Health prior to the start of the contract.

Each bidder must be able to provide a minimum of one delivery per week, Monday through Friday or such fewer days as may be acceptable by the Department of Health, to each Food Center location. The Department of Health will provide ordering information to the successful bidder by 5:00 p.m. Central time at least seven days prior to the scheduled delivery (e.g., orders placed by 5:00 p.m. on Monday will be delivered to the applicable Food Centers within the

specific delivery region designated for Thursday delivery). All original orders shall be filled at a monthly average of 99% or above on the scheduled delivery day.

State and Federal law requires that the Mississippi State Department of Health not be liable should federal or state funds not be available to make the purchases. Should federal or state funds be reduced or eliminated, the State of Mississippi, the Mississippi State Department of Health, the WIC Program, its agents, servants and employees would have no obligation to purchase any quantity of goods or services covered by this request for bid. The bidder agrees to hold the above enumerated entities and individuals harmless in that event.

The bidder/prospective vendor must further give assurances in writing that it can provide and deliver quantities of all products as ordered on a schedule agreeable to the Mississippi State Department of Health. The bidder shall deliver to the locations listed on schedule and invoice each location separately. No substitution of goods, nor modification of terms shall be allowed without specific, prior written approval signed by the WIC Program Director. In addition, all terms set out in Attachment C labeled VENDOR REQUIREMENTS must be adhered to. The contractor shall not assign, sell or subcontract in whole or in part, its rights or obligations under this agreement without prior written consent of the MSDH. Any attempt assignment or sale of the contract without said consent shall be void and of no-effect.

The WIC Program reserves the right to inspect the warehouses and equipment of the successful bidder prior to and during the contract, and has the right to refuse any product not meeting the specifications of this bid.

The Mississippi State Department of Health shall, in the event of program changes which may cause the increase or decrease in quantities of items to be purchased, notify the vendor as far in advance as possible to provide time for liquidation and/or the procurement of stock.

Prospective bidders are to contact Jennifer Dotson, Purchasing Director in writing if there are any questions regarding this RFQF Reverse Auction, either by email <a href="mailto:jennifer.dotson@msdh.ms.gov">jennifer.dotson@msdh.ms.gov</a> or by writing to P. O. Box 1700, Jackson, MS 39215-1700. Questions should be received no later than the close of business on Friday, February 9, 2018.

Sealed quotes/responses will be accepted/received until 3:00 PM, CST, Tuesday, February 20, 2018 either hand delivered or by mail to Mississippi State Department of Health, Purchasing Department, Room 137A, The Underwood Building, 570 E. Woodrow Wilson, Jackson, Mississippi 39216 or Post Office Box 1700, Jackson, MS 39215-1700. The quotes/responses must be received before and be dated and time stamped by the submission deadline. All bids must be properly stamped. No quotes/responses will be accepted after the established submission deadline.

No facsimile (FAX) quotes/responses will be accepted.

Quote/response BID FORM must be signed by a person with authority to bind the bidder, and must accompany your submission. Failure to comply with this provision, any other provision of this RFQF Reverse Auction, or any provision of state or federal law or regulation regarding the submission of bids will cause the bid to be rejected.

In addition, bidders should also submit a quote/response on-line in the State of Mississippi electronic procurement system, MAGIC. In order to submit quotes/responses, bidders must be registered as a vendor in MAGIC system and have an I.D. number and password assigned at the time of registration. Help for registering in MAGIC can be found at <a href="https://www.mmrs.state.ms.us">www.mmrs.state.ms.us</a>.

The Mississippi State Department of Health reserves the right to waive minor informalities, which are matters of form rather than substance, or insignificant mistakes or to allow the bidder to correct them if other bidders are not prejudiced.

Award will be made only after approval by the Public Procurement Review Board of the Department of Finance and Administration, Office of the Governor.

The bid will be awarded to the lowest and best responder/participant of this RFQF Reverse Auction as determined by the agency. The awardee will perform the terms and conditions of the bid and any contract awarded hereunder. No assignment of subcontracting of the award or any contract awarded there under shall be allowed without prior written approval of the State Health Officer.

The bid will be funded from the USDA Food Grant which is approximately \$67 million.

#### PLEASE MARK YOUR ENVELOPES EXTERNALLY:

RFx #3140001231 Submission Deadline: 3:00 PM, CST, February 20, 2018

#### **Bread/Product Specifications:**

Standards for a 1 pound loaf of whole wheat bread/whole grain bread/other whole unprocessed grains for WIC participants:

- Must conform to FDA standard of identity
- Whole wheat must be the primary ingredient by weight in all whole wheat bread products
- Whole grain must meet labeling requirements for making a health claim as a "whole grain food with moderate fat content"
- Contain a minimum of 51% whole grains (using dietary fiber as the indicator)
- Meet the regulatory definition for "low saturated fat" (≤ 1 g saturated fat per RACC) and low cholesterol (≤ 20 mg cholesterol per RACC)
- Bear quantitative trans fat labeling
- Contain ≤ 6.5 g total fat per RACC and ≤0.5 g trans fat per RACC
- Whole grain must be the primary ingredient by weight in all whole grain bread products

#### **BID FORM**

List your company's BREAD to be considered for this 12 month bid period.

Samples of ALL bread to be considered for this bid MUST be received by the MSDH-WIC Program, Atrium Building, 805 South Wheatley Street, Ridgeland, MS 39157 Attn: Gwen Ducksworth at least three (3) working days prior to the established deadline for receipt of quotes/responses

Only one loaf type will be chosen for this bid period.

Size 16 oz ~ 1 lb	Description	Quantities (# of loaves)	Rack Price	Price Per Loaf
# of loaves per rack		2,000,000		

	TOTAL
Name of Company	
Quoted By	
Signature	
Email	
Telephone	

By signing this Bid Form, the company representative certifies that he/she has authority to bind the company and has thoroughly read and understands this RFQF Reverse Auction and the attachments herein and that the company meets all requirements and agrees to all provisions of this solicitation and any issued addenda.

#### Agency's Name

#### Certification Concerning Debarment and Suspension

In accordance with Debarment and Suspension Executive Order No. 12549, the Provider and the Department hereby certifies as follows:

- (1) The department as primary participant certifies to the best to its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or has a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(B) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) The prospective Provider of lower tier participant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Whereas the prospective Provider or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

Agency's Executive Director Signature & Date

## **BIDDERS QUALIFICIATIONS**

- A. Documents establishing the identity of the bidder/proposed vendor, including a copy of the articles of incorporation, corporate charter, partnership or joint venture agreement, if any exist.
- B. The board of directors, majority shareholders, officers, and/or partners should be identified with particularity, including name, title, address, and telephone number.
- C. An audited financial statement of the entity for the previous two calendar or fiscal years must be included. If a person is the bidder, a personal audited financial statement should be included. If no such statements are available, documents indicating the financial ability of the bidder to successfully carry out the terms and conditions of this request for bids must be submitted. A statement made under oath as to the reason for the unavailability of audited financial statements must be included if such statements are indeed not available.
- D. For foreign entities, certificate of authority to do business in the State of Mississippi and designation of agent for service of process as filed with the Secretary of State and registration with the Mississippi State Tax Commission.
- E. Copy of Mississippi privilege tax license.
- F. A sworn statement properly notarized to Department of Health officials setting out in detail the number of employees with job classifications and a complete description of warehouse space, trucks, other equipment and distribution plans to be utilized in carrying out the contract.

Prior to approval and award of bid the bidder's warehouse and trucks will be inspected by Department of Health officials. The warehouse shall:

- 1. Be clean;
- 2. Free of insects and rodents:
- 3. Have adequate space and facilities for storing necessary stock levels;
- 4. The bidder shall have trucks adequate for delivering food products in good condition and in a timely manner
- 5. Contractors' facilities may be routinely inspected by Department of Health officials. Facilities and operating practices must be continuously in compliance with Title 7 of the Code of Federal Regulations, Part 250, the United States Food, Drug, and Cosmetic Act and State and local laws and regulations.

A successful bidder must have a proven record of reliable service, particularly with respect to delivering all items on a regularly scheduled basis.

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### **VENDOR REQUIREMENTS:**

\*All bread must be <u>FRESH\*</u>
Previously frozen products will <u>NOT</u> be accepted.

#### **Deliveries:**

Weekly deliveries MUST be made to each site if orders are submitted 4-5 days per week (Monday-Friday)

Deliveries made between the hours of 8am-Noon and 1pm-4pm Successful bidders must accept orders 7 days prior to delivery A separate invoice (8.5x11) must accompany each delivery.

#### Trucks equipped with:

Proper equipment to unload bread Proper equipment to administer the accurate invoice documentation of deliveries

#### Reports:

# of loaves per Racks # of Racks per Rollers Quarterly Usage Report

#### Stacking:

Racks and Rollers

All empty bread racks must be removed on day of delivery.

Items must be stacked to avoid product damages.

#### Invoices must contain:

(but not limited to)

ALL invoices <u>must</u> be printed on a full sheet of paper (8.5x11) with driver's signatures at time of delivery for submission of payment

All invoices and statements must be mailed directly to:

• WIC Program, PO Box 1700, Jackson, MS 39215

Invoice Number ~ Delivery site address ~ WIC item code
Total cases/racks shipped
Product brand ~ Product description ~ Product case/rack price
Product case/rack size ~ Total cost per item ~ Total Invoice cost
Proper Remittance Address for payment

#### **Dates/Labeling of Products:**

All packages of bread products must be date stamped with a **sell by date**.

All Products must be accurately labeled.

Bread

#### Mechanism to account for:

Credits ~ Charges ~ Returns

\*Returns/Credits must be applied against the current delivery invoice\*

A Separate credit invoice will NOT be accepted

All Business – outstanding invoices, payments, ect., (except ordering) must be conducted through WIC Central Office, not with the local Food Centers.

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	Fayette	2002 High 130H 3t.	595 Port Gibson Food Center
	Meridian	258 E Harrison Ct	594 Fayette Food Center
	Utica	2701 Davic Ct	593 Greater Meridian Food Center
	Yazon City	Hwy 27 North	592 Utica Food Center
MS	Canton	110 North leave Clause Blad Care	591 Yazoo City Food Center
	Ashland	1111 Wart Page St	590 Canton Food Center
MS	Suiggiv	514 Shilph Road / PO BOY 146	589 Ashland Food Center
	Pascagoula	1601 West Central Ave	588 Wiggins Food Center
	ruceddie	4404 Chicot Rd	587 Pascagoula Food Center
	Guildort	10 Suzanne St.	586 Lucedale Food Center
	Guilport	12451 Dedeally Road	585 Gulfport Food Center - Dedeaux
MS	D'Iberville	330 Courthouse Road	584 Gulfport Food Center - Courthouse
MS	Carriere	4046 Suzanne Dr	583 D'Iberville Food Center
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	vvaynesboro	10222 HWY 603	581 Bay St. Louis Food Center
MS	Purvis	1105 Bradley Street	580 Waynesboro Food Center
MS	Prentiss	47 Deen Splith Lane	579 Purvis Food Center
SIM BISING	New Augusta	675 Columbia Ave	578 Prentiss Food Center
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